

Oz Brewing Limited ACN 118 159 881, to be renamed:

333D Limited

Prospectus

Offers

1. For an offer of up to 250,000,000 Shares (on a post-Consolidation basis) at a price of \$0.02 each to raise up to \$5,000,000 before costs (**Public Offer**), the Public Offer is subject to a Minimum Subscription requirement to raise at least \$3,500,000. The Public Offer also incorporates a priority offer of up to 150,000,000 Shares (on a post-Consolidation basis) to eligible shareholders of Kibaran Resources Ltd and 3D Medical Limited registered as at the Priority Offer Record Date (**Priority Offer**).
2. For an offer of 354,166,648 Shares (on a post-Consolidation basis) to the 333D Vendors (**Vendor Offer**) for the acquisition of all the shares in 333D Pty Ltd.
3. For an offer of 27,500,000 Class A Performance Shares (on a post-Consolidation basis) and 21,250,000 Class B Performance Shares (on a post-Consolidation basis) to the Performance Share Recipients (**Performance Share Offer**).
4. For an offer of 16,666,665 Shares (on a post-Consolidation basis) to the Facilitators (**Facilitation Offer**).
5. For an offer of 16,666,665 Shares (on a post-Consolidation basis) to the Convertible Noteholders (**Convertible Note Offer**).
6. For an offer of 187,500,000 Advisory Options (on a post-Consolidation basis) to Street Capital Partners Pty Ltd (**Advisory Option Offer**).

(Together, the **Offers**).

The Offers are not underwritten.

Re-compliance with Chapters 1 and 2

In addition to the purpose of raising funds under the Public Offer and the Priority Offer, this Prospectus is issued for the purpose of re-complying with the admission requirements under Chapters 1 and 2 of the ASX Listing Rules following a change to the nature and scale of the Company's activities.

Conditional Offers

The Offers are conditional upon certain events occurring. See Section 1.7 for further details.

IMPORTANT NOTICE

This is an important document and investors should read the document in its entirety and are advised to consult with their professional advisers before deciding whether to apply for securities pursuant to this Prospectus.

Any investment in the Company under this Prospectus should be considered speculative in nature and prospective investors should be aware that they may lose some or all of their investment.

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IMPORTANT INFORMATION

Prospectus

This Prospectus is dated 3 March 2016 and was lodged with ASIC on that date. ASIC, ASX and their respective officers do not take any responsibility for the contents of this Prospectus or the merits of the investment to which this Prospectus relates.

Within 7 days of the date of this Prospectus, the Company will make an application to ASX for the Shares offered pursuant to the Prospectus to be admitted for quotation on ASX.

Securities will not be issued pursuant to this Prospectus later than 13 months after the date of this Prospectus.

Persons wishing to apply for Shares pursuant to the Offers must do so using the Application Form attached to or accompanying this Prospectus. Before applying for Shares potential investors should carefully read the Prospectus so that they can make an informed assessment of

- the rights and liabilities attaching to the Shares;
- the assets and liabilities of the Company; and
- the Company's financial position and performance, profits and losses, and prospects.

Investors should carefully consider these factors in light of their own personal financial and taxation circumstances.

Any investment in the Company should be considered speculative. Refer to Section 6 of this Prospectus for details relating to risk factors. Applicants should read this document in its entirety and persons considering applying for Shares pursuant to the Prospectus should obtain professional advice from an accountant, stockbroker, lawyer or other adviser before deciding whether to invest.

No person is authorised to give any information or to make any representation in relation to the Offers which is not contained in this Prospectus. Any information or representation not so contained may not be relied upon as having been authorised by the Company or the Directors in relation to the Offers.

The Offers made pursuant to this Prospectus are not made to persons to whom, or places in which, it would not be lawful to make such an offer of securities. No action has been taken to register the Offers under this Prospectus or otherwise permit the Offers to be made in any jurisdiction outside Australia. The distribution of this Prospectus in jurisdictions outside Australia may be restricted by law in those jurisdictions and therefore persons who come into possession of this Prospectus should seek advice on and observe any of these restrictions. Failure to comply with these restrictions may violate securities laws.

This Prospectus contains forward-looking statements which incorporate an element of uncertainty or risk, such as 'intends', 'may', 'could', 'believes', 'estimates', 'targets' or 'expects'. These statements are based on an evaluation of current economic and operating conditions, as well as assumptions regarding future events. These events, as at the date of this Prospectus, are expected to take place, but there is no guarantee that such will occur as anticipated or at all, given that many of the events are outside the Company's control.

Accordingly, the Company cannot and does not give any assurance that the results, performance or achievements expressed or implied by the forward-looking statements contained in this Prospectus will actually occur. Further, the Company may not update or revise any forward-looking statement if events subsequently occur or information subsequently becomes available that affects the original forward-looking statement.

Re-compliance with Chapters 1 and 2 of the ASX Listing Rules

The ASX has advised the Company that the Proposed Acquisition will constitute a change to the nature and scale of the Company's activities. Pursuant to ASX Listing Rule 11.1.3, the ASX therefore requires the Company to re-comply with the admission requirements of Chapters 1 and 2 of the ASX Listing Rules, as if applying for admission to the Official List of ASX. Accordingly, this Prospectus is issued for the purpose of satisfying Chapters 1 and 2 of the ASX Listing Rules, as well as for the purpose of raising funds under the Public Offer and the Priority Offer.

Conditional Offer

The Offers contained in this Prospectus are conditional on certain events occurring. If these events do not occur, the Offers will not proceed and investors will be refunded their Application Monies (if any) without interest.

Please refer to Section 1.7 for further details on the conditions attaching to the Offers.

The Offers remain conditional on, amongst other things, completion of the Proposed Acquisition taking place under the Share Sale and Purchase Agreement.

Changes in Activities and Suspension From Trading

The Company is currently listed on ASX. In accordance with the ASX Listing Rules, the Company's Shares were suspended from trading on ASX prior to the General Meeting on 28 January 2016. At the General Meeting, the Shareholders approved the change in the nature and scale of the Company's activities as a consequence of the Proposed Acquisition.

The Shares may not be reinstated to ASX. For further information see Section 1.8.

Electronic Prospectus

As confirmed by ASIC Regulatory Guide 107, the Company may distribute an electronic prospectus and electronic application form on the basis of a paper prospectus lodged with ASIC, and the publication of notices referring to an electronic prospectus or electronic application form, subject to compliance with certain conditions.

If you have received this Prospectus as an electronic Prospectus, please ensure that you have received the entire Prospectus accompanied by the Application Form. If you have not, please contact the Company at +61 8 6211 5099 and the Company will send you, at no cost, either a hard copy or a further electronic copy of the Prospectus or both. Alternatively, you may obtain a copy of the Prospectus from the Company's website at www.ozbrewing.com.au.

The Company reserves the right not to accept an Application Form from a person if it has reason to believe that when that person was given access to the electronic Application Form, it was not provided together with the electronic Prospectus and any relevant supplementary or replacement prospectus or any of those documents were incomplete or altered.

Investors can apply for Shares online by visiting the Company's website, www.ozbrewing.com.au. If you are applying online, you can only pay for Shares using BPAY®. Your online Application Form and Application Monies must be received by 5.00 pm WST on the Closing Date.

Risks

Before deciding to invest in the Company, potential investors should read the entire Prospectus and, in particular, in considering the prospects of the Company potential investors should consider the risk factors that could affect the financial performance and assets of the Company. Investors should carefully consider these factors in light of their personal circumstances (including financial and taxation issues). The Shares offered by this Prospectus should be considered speculative. Please refer to Section 6 for details relating to risk factors.

An investment in the Company should be considered highly speculative and investors should consider consulting their professional advisers before deciding whether to make an application for securities pursuant to this Prospectus.

Exposure Period

In accordance with Chapter 6D of the Corporations Act this Prospectus is subject to an exposure period of 7 days from the date of lodgement of this Prospectus with ASIC. This period may be extended by ASIC for a further period of 7 days. The purpose of this exposure period is to enable the Prospectus to be examined by market participants prior to the raising of funds. The examination may result in the identification of deficiencies in the Prospectus. If deficiencies are detected, any application that has been received may need to be dealt with in accordance with Section 724 of the Corporations Act.

Applications for Shares under this Prospectus will not be processed by the Company until after the expiry of the exposure period. No preference will be conferred on persons who lodge applications prior to the expiry of the exposure period.

Consolidation

Unless otherwise stated, all references in this Prospectus are made on the basis that the 1 for 4 Consolidation, for which Shareholder approval was obtained at the General Meeting on 28 January 2016, has taken effect.

Miscellaneous

All references to "\$", "A\$", "AUD", "dollar" and "cents" are references to Australian currency unless otherwise stated. All references to "US\$" and "USD" are references to the currency of the United States of America unless otherwise stated.

All references to time relate to the time in Perth, Western Australia unless otherwise stated.

A number of terms and abbreviations used in this Prospectus have defined meanings which appear in Section 10.

CORPORATE DIRECTORY

Existing Board

Mr David Wheeler (Non-Executive Chairman)
Mr Joe Graziano (Non-Executive Director)
Mr John Conidi (Non-Executive Director)

Proposed Board

Mr David Wheeler (Non-Executive Chairman)
Mr John Conidi (Non-Executive Director)
Mr Frank Pertile (Managing Director)

Company Secretary

Nicki Farley

Registered Office

C/- Trident Capital
Level 24, St Martin's Tower
44 St Georges Terrace
PERTH WA 6000

Share Registry*

Security Transfer Registrars Pty Ltd
770 Canning Highway
APPLECROSS WA 6153

Auditor to the Company

Grant Thornton Audit Pty Ltd
Level 1, 10 Kings Park Road
West Perth WA 6872

Auditor to 333D

RSM Australia Partners
Level 21
55 Collins Street
Melbourne VIC 3000

Corporate Advisor

Trident Capital
Level 24, St Martin's Tower
44 St Georges Terrace
PERTH WA 6000

Legal Advisor

Price Sierakowski Corporate
Level 24, St Martin's Tower
44 St Georges Terrace
PERTH WA 6000

Investigating Accountant

BDO Corporate Finance (WA) Pty Ltd
38 Station Street
SUBIACO WA 6008

ASX Code

Current: OZB
Proposed: T3D

Website

Company: www.ozbrewing.com.au

*This entity is included for information purposes only. It has not been involved in the preparation of this Prospectus.

LETTER FROM THE BOARD

Dear Investor

On behalf of the Directors of Oz Brewing Limited (**Company**), I am pleased to present this Prospectus to you and invite you to participate in the Public Offer of up to 250,000,000 Shares at an offer price of \$0.02 each to raise \$5,000,000 before costs.

The Company is proposing to change its activities to 3D printing via the acquisition (**Proposed Acquisition**) of 333D Pty Ltd (to be renamed "333D Holdings Pty Ltd") (**333D**). 333D is an emerging 3D technology company focused on upstream and downstream opportunities associated with additive manufacturing, also referred to as 3D printing.

Upon completion of the Proposed Acquisition, the Company will change its name to "333D Limited" and the Board and management of the Company will change to reflect the new direction of the Company.

The Company is seeking to raise up to \$5,000,000 before costs under this Prospectus. Funds raised will be used towards, among other things, the development and advancement of the 333D Business through sales and marketing activities, funding the cost of additional technology development and to pay the costs of the Offers and the Proposed Acquisition.

The Offers are subject to various conditions which are summarised in Section 1.7 of this Prospectus. Importantly, the Company's Shareholders have already approved the Proposed Acquisition at the General Meeting held on 28 January 2016.

In addition to the purpose of raising funds under the Public Offer and the Priority Offer, this Prospectus is issued for the purpose of re-complying with the admission requirements under Chapters 1 and 2 of the ASX Listing Rules following a change to the nature and scale of the Company's activities.

An investment in the Company is subject to certain risks which are highlighted in Section 6 of this Prospectus. I encourage you to read this Prospectus carefully and in its entirety. If you are in any doubt as to the contents of this Prospectus, you should consult your stockbroker, lawyer, accountant or other professional adviser without delay.

On behalf of the Board, I am pleased to present this Prospectus to you and invite you to take part in this exciting investment opportunity

Yours faithfully



David Wheeler
Chairman
Oz Brewing Limited
3 March 2016

KEY OFFER DETAILS

Key financial information ¹	
Public Offer and Priority Offer	
Offer Price per Share	\$0.02 per Share (for the Public Offer and the Priority Offer)
Shares to be offered under the Public Offer and the Priority Offer	
- assuming Minimum Subscription	175,000,000 Shares
- assuming Maximum Subscription	250,000,000 Shares
Cash raised under the Public Offer and the Priority Offer (before expenses)	
- assuming Minimum Subscription	\$3,500,000
- assuming Maximum Subscription	\$5,000,000
Vendor Offer	
Shares to be offered pursuant to the Vendor Offer	354,166,648 Shares
Cash proceeds of the Vendor Offer	Nil
Performance Share Offer	
Performance Shares to be offered pursuant to the Performance Share Offer	
	27,500,000 Class A Performance Shares
	21,250,000 Class B Performance Shares
Cash proceeds of the Performance Share Offer	Nil
Facilitation Offer	
Shares to be offered pursuant to the Facilitation Offer	16,666,665 Shares
Cash proceeds of the Facilitation Offer	Nil
Convertible Note Offer	
Total number of Shares on issue on conversion of the Convertible Notes ²	16,666,665 Shares
Advisory Option Offer	
Advisory Options to be issued under the Advisory Option Offer	
	125,000,000 Tranche 1 Advisory Options
	62,500,000 Tranche 2 Advisory Options
Total number of Shares on issue before the Offers (pre-Consolidation)	685,905,077 Shares
Total number of Shares on issue before the Offers (post-Consolidation)	171,476,196 Shares
Total number of Shares on issue following the Offers³:	
- assuming Minimum Subscription	733,976,174 Shares
- assuming Maximum Subscription	808,976,174 Shares
Total number of Performance Shares on issue following the Offers⁴	
	27,500,000 Class A Performance Shares
	21,250,000 Class B Performance Shares
Total number of Options on issue following the Offers⁵	187,500,000 Advisory Options

Notes:

- 1 Except where noted the figures shown above assume that the Consolidation has occurred.
- 2 A total of 16,666,665 Shares are to be issued upon the conversion of the Convertible Notes. Please refer to Section 2.4 for further details relating to the Convertible Notes.
- 3 The calculation of the total number of Shares on issue following the Offers does not include the convertible securities which are to be issued as part of the Performance Share Offer and the Advisory Option Offer.
- 4 The Class A Performance Shares will convert into Shares upon the Class A Milestone being achieved, and the Class B Performance Shares will convert into Shares upon the Class B Milestone being achieved. A summary of the rights and liabilities attach to the Performance Shares is set out in Section 9.
- 5 A total of 187,500,000 Advisory Options are to be issued to Street in two tranches comprising of 125,000,000 Tranche 1 Advisory Options and 62,500,000 Tranche 2 Advisory Options. Each Tranche 1 Advisory Option will have an exercise price of \$0.02 and an expiry date of 18 months from issue. Each Tranche 2 Advisory Option will have an exercise price of \$0.024 and an expiry date of 2 years from issue. A summary of the rights and liabilities attaching to the Advisory Options is set out in Section 9.

Indicative timetable	
Lodgement of this Prospectus with ASIC	3 March 2016
Priority Offer Record Date	10 March 2016
Opening Date for the Offers	11 March 2016
Closing Date for the Offers	31 March 2016
Dispatch of holding statements	7 April 2016
Expected date for Shares to be reinstated to trading on ASX	14 April 2016

Note: The dates shown in the table above are indicative only and may vary subject to the Corporations Act, the ASX Listing Rules and other applicable laws. In particular, the Company reserves the right to vary the Opening Date and the Closing Date without prior notice, which may have a consequential effect on the other dates. Applicants are therefore encouraged to lodge their Application Form as soon as possible after the Opening Date if they wish to invest in the Company.

INVESTMENT OVERVIEW

This Section is not intended to provide full information for investors intending to apply for Shares offered pursuant to this Prospectus. This Prospectus should be read and considered in its entirety. The Shares offered pursuant to this Prospectus carry no guarantee in respect of return of capital, return on investment, payment of dividends or the future value of the Shares.

Topic	Summary	More information
Introduction		
Who is the Company and what does it do?	<p>Oz Brewing Limited ACN 118 159 881 (Company) (to be renamed "333D Limited") is an Australian incorporated company listed on ASX.</p> <p>The Company's principal current activity has been carrying out of legal and technical due diligence on the acquisition of 333D Pty Ltd ACN 603 584 069 (to be renamed "333D Holdings Pty Ltd") (333D).</p>	Section 2.1
What is the Proposed Acquisition?	<p>The Company intends to acquire 100% of the fully paid ordinary shares in 333D.</p> <p>333D is a privately-held company founded on 7 January 2015. 333D is an emerging 3D technology company focused on upstream and downstream opportunities associated with additive manufacturing, also referred to as 3D printing.</p>	Section 2
What is the Company's strategy?	Following the completion of the Proposed Acquisition, the Company's strategy is to focus on 333D's business, and increase the commercialisation of 333D's technology in both Australia and overseas.	Section 2.2
What are the Offers?	<p>By this Prospectus, the company is undertaking seven conditional Offers as follows:</p> <ul style="list-style-type: none"> Public Offer - an offer inviting the general public to apply for up to 250,000,000 Shares (on a post-Consolidation basis) at an issue price of \$0.02 each to raise up to \$5,000,000 before expenses of the Public Offer, the Public Offer is subject to a Minimum Subscription requirement to raise at least \$3,500,000. Priority Offer – Shareholders of Kibaran Resources Ltd and 3D Medical Limited will be offered a Priority Offer of 150,000,000 Shares (on a post-Consolidation basis) under the Public Offer. The number of Shares remaining following completion of the Priority Offer will be offered to the general public. The Shares issued under the Priority Offer form part of the 	Section 1

Topic	Summary	More information
	<p>Public Offer and the total number of Shares issued under the Public Offer and Priority Offer together will not exceed the Maximum Subscription of 250,000,000 Shares (on a post-Consolidation basis).</p> <ul style="list-style-type: none"> • Vendor Offer – an offer of 354,166,648 Shares (on a post-Consolidation basis) to the 333D Vendors as consideration for the acquisition of all the shares in 333D. • Performance Share Offer – an offer of: <ul style="list-style-type: none"> ○ 27,500,000 Class A Performance Shares (on a post-Consolidation basis) to the Performance Share Recipients; and ○ 21,250,000 Class B Performance Shares (on a post-Consolidation basis) to the Performance Share Recipients. • Facilitation Offer – an offer of 16,666,665 Shares (on a post-Consolidation basis) to the Facilitators, made up as follows: <ul style="list-style-type: none"> ○ Trident Capital Pty Ltd (Trident Capital) or its nominee(s) (as to 5,555,555 Facilitation Shares on a post-Consolidation basis); ○ Taylor Collison Limited (Taylor Collison) or its nominee(s) (as to 5,555,555 Facilitation Shares on a post-Consolidation basis); and ○ Street Capital Partners Pty Ltd (Street) or its nominee(s) (as to 5,555,555 Facilitation Shares on a post-Consolidation basis). • Convertible Note Offer – an offer of 16,666,665 Shares (on a post-Consolidation basis) to the Convertible Noteholders. • Advisory Option Offer – an offer of 187,500,000 Advisory Options (on a post-Consolidation basis) to Street. 	
What are the conditions of the	The Offers are conditional upon the following events occurring:	Section 1.7

Topic	Summary	More information
Offers?	<ul style="list-style-type: none"> the Company raising the Minimum Subscription, being \$3,500,000 under the Public Offer and Priority Offer; completion of the Proposed Acquisition; and ASX providing the Company with a list of conditions which, when satisfied, will result in ASX reinstating the Shares to quotation on ASX upon the satisfaction of Chapters 1 and 2 of the ASX Listing Rules. <p>Importantly, the Company's Shareholders have already approved the Proposed Acquisition at the General Meeting held on 28 January 2016.</p> <p>If any of the conditions are not satisfied then the Offers will not proceed, any Shares, Options or Performance Shares issued under this Prospectus will be deemed void and the Company will repay all Application Monies.</p>	
Why are the Offers being conducted?	<p>The purposes of the Offers are to:</p> <ul style="list-style-type: none"> meet the requirement that the Company re-complies with the ASX's admission requirements in accordance with Chapters 1 and 2 of the ASX Listing Rules; provide funding for the Proposed Acquisition; provide funding for the purposes outlined in section 1.10; provide 333D with access to equity capital markets for future funding needs; and enhance the public and financial profile of 333D and the Company. 	Section 1.9
Proposed Acquisition		
What are the key terms of the Proposed Acquisition?	<p>The key terms of the Proposed Acquisition are as follows:</p> <p>Completion of the sale and purchase of 100% of the ordinary shares in 333D, pursuant to the Share Sale Agreement, is due to occur 7 Business Days following the satisfaction or waiver of the last condition to be satisfied or waived. The conditions to be satisfied or waived are:</p> <ul style="list-style-type: none"> The Company being satisfied with its due 	Sections 2.2 and 8.3

Topic	Summary	More information
	<p>diligence enquiries in respect of 333D.</p> <ul style="list-style-type: none"> • 333D Vendors being satisfied with their due diligence enquiries in respect of the Company. • Prior to the Completion Date, the Company does not receive a proposal which an independent expert determines to be superior to the Proposed Acquisition for Shareholders; • The Company being provided with evidence to its reasonable satisfaction that the 333D Transaction has been completed and that all assets of 3DG have been registered in the name of 3DI; • The Company being provided with evidence to its reasonable satisfaction that the DoCA Amendment has been approved by creditors, such DoCA Amendment being to the Company's reasonable satisfaction; • The Company obtaining all regulatory and Shareholder approvals. • The Company completing a capital raising of at least \$3,000,000, as contemplated by the Public Offer and the Priority Offer in this Prospectus; • The 333D Vendors obtaining all regulatory and shareholder approvals to complete the Proposed Acquisition. • As the Company is required by ASX to re-comply with Chapters 1 and 2 of the ASX Listing Rules, ASX providing the Company with a list of conditions reasonably acceptable to the 333D Vendors and the Company which, when satisfied, will result in ASX reinstating the Shares to quotation on ASX. <p><i>Completion</i></p> <p>At Completion of the Share Sale Agreement, the Company has agreed to issue Vendor Shares to the 333D Vendors, Facilitation Shares to the Facilitators and Performance Shares to the Performance Share Recipients under this</p>	

Topic	Summary	More information
	Prospectus. In addition, following the appointment of the Proposed Directors to the Board, it is proposed that Joe Graziano will resign as a Director.	
What approvals were obtained at the General Meeting?	<ul style="list-style-type: none"> • Consolidation: The Company consolidating its issued capital on a 1 for 4 basis. • Change in nature and scale: The Company changing the nature and scale of its activities as a result of the Proposed Acquisition, to a 3D printing company. • Approval of Performance Shares: The Company approving the Performance Shares. • Issue of Shares to the 333D Vendors: The Company issuing 354,166,648 Vendor Shares to the 333D Vendors in consideration of acquiring 100% of the securities in 333D. • Issue of Performance Shares to the Performance Share Recipients: The Company issuing: <ul style="list-style-type: none"> ○ 27,500,000 Class A Performance Shares to the Performance Share Recipients; and ○ 21,250,000 Class B Performance Shares to the Performance Share Recipients, in consideration for promoting the Proposed Acquisition. • Issue of Advisory Options to Street: The Company issuing a total of 187,500,000 Advisory Options to Street in 2 tranches. • Public Offer and Priority Offer: The Company offering up to 250,000,000 Shares to the public under this Prospectus to raise up to \$5,000,000 before costs. • Right to apply under Prospectus by Existing Directors and Proposed Directors: The Company issuing to John Conidi (and/or his nominee(s)) up to 2,500,000 Shares and Frank Pertile (and/or his nominee(s)) up to 2,500,000 Shares out of the Shares that may be issued 	Section 2.4

Topic	Summary	More information
	<p>under the Public Offer and the Priority Offer.</p> <ul style="list-style-type: none"> • Payment of Facilitation Cash to Street and issue of Facilitation Shares to Street, Taylor Collison and Trident Capital: The Company paying the Facilitation Cash to Street, issuing 5,555,555 Facilitation Shares to Street (and/or its nominee(s)), 5,555,555 Facilitation Shares to Taylor Collison (and/or its nominee(s)) and 5,555,555 Facilitation Shares to Trident Capital (and/or its nominee(s)) under this Prospectus. • Issue of Shares on the conversion of Convertible Notes to Non-Related Parties: The Company issuing 8,333,333 Shares to Non-Related Parties on the conversion of the Convertible Notes. • Issue of Shares on the conversion of Convertible Notes to Related Parties: The Company issuing 8,333,332 Shares to Related Parties on the conversion of the Convertible Notes. • Change of name: The Company changing its name from “Oz Brewing Limited” to “333D Limited”. • Appointment of Frank Pertile as Director: Frank Pertile being appointed as a Director with effect from completion of the Proposed Acquisition. <p>For the purposes of this section all Shares, Performance Shares and Advisory Options are referred to on a post-Consolidation basis.</p>	
Summary of key risks		
<p>Prospective investors should be aware that subscribing for Shares in the Company involves a number of risks. The risk factors set out in Section 6, and other general risks applicable to all investments in listed securities, may affect the value of the Shares in the future. Accordingly, an investment in the Company should be considered highly speculative. This Section summarises only some of the risks which apply to an investment in the Company and investors should refer to Section 6 for a more detailed summary of the risks.</p>		
Reinstatement to the Official List of ASX	The Company's securities were suspended prior to the General Meeting. It is anticipated that the Company's securities will remain suspended until completion of the Proposed Acquisition, Offers and Consolidation, re-compliance by the Company with	Section 1.8

Topic	Summary	More information
	Chapters 1 and 2 of the ASX Listing Rules and compliance with any further conditions ASX imposes on such reinstatement. There is a risk that the Company will not be able to satisfy one or more of those requirements and that its securities will consequently remain suspended from quotation.	
Limited trading history	<p>333D has limited trading history and there is therefore uncertainty in relation to the business of 333D and investors should consider 333D's prospects in light of its limited financial history. In addition, there is no guarantee that 333D will be able to successfully develop or commercialise its products and if it is unable to do so it will not be able to realise revenues in the future.</p> <p>Accordingly, no prospective financial information has been included in this Prospectus as there are no reasonable grounds to do so.</p>	Section 6.1(h)
Special reputational risks	333D operates in a fast-changing environment, and negative publicity can spread quickly, whether true or false. Negative comments by disgruntled customers about 333D may have a disproportionate effect on 333D's reputation and its ability to earn revenue and profits. Additionally, complaints by such customers can lead to additional regulatory scrutiny and a consequential increase compliance burden in responding to regulatory inquiries. This could negatively impact on 333D's profitability.	Section 6.1(g)
Claim by former director	The directors of 333D and 3DI have advised the Company that, given the recent history of 333D, and particularly the DoCA process, there is a risk that a former director and founder of 3DG and 3DI may make a claim against 333D, 3DI or one or more of their directors in relation to the conduct or affairs of 3DI. The directors of 333D and 3DI have represented to the Company that they do not consider that there is a sound basis for any such claim and any such claim would be defended accordingly. In any event, the directors of 333D and 3DI have further represented to the Company that they do not consider it likely that any such claim would be material to the Company.	Section 6.1(o)
Scalability of 3D printer production	3D printing is limited in its scalability, which limits its application in some industries and it is a limitation inherent to the technology. Speed of production will only come from improvements in printing materials and increases in the speed of printers.	Section 6.1(c)

Topic	Summary	More information
Commercialization risk	There is a risk that 333D will not be able to successfully commercialize or sell its products, or be unable to attract sufficient customers to be sufficiently profitable to fund future operations.	Section 6.1(a)
Competitive marketplace	Competition in the 3D printing market space is dominated by a small number of larger businesses with a large number of newer, small market entrants. Intellectual property owners have previously dominated the market space through control of key patents. As patents expire, this barrier falls and more companies and end-user open source movements will enter the market intensifying competition.	Section 6.1(e)
Reliance on key personnel	<p>The recent development of the 333D Business has been in large part due to the talent, effort, strategic management, experience and leadership of its senior management team, in particular the leadership of Frank Pertile, Dejan Popovski and John Conidi.</p> <p>There are no assurances that 333D or the Company will be able to retain the services of Messrs Pertile, Popovski and Conidi or that those persons will remain healthy and able to continue in their current roles. The loss of service of these persons and any other senior management personnel may have a material adverse effect on the 333D Business and prospects.</p>	Section 6.1(i)
Risks associated with the regulatory environment	<p>333D's and its subsidiaries are based in Australia and are subject to Australian laws and regulations. For example, 333D is required to comply with the <i>Therapeutic Goods Act 1989</i> (Cth). Users, competitors, members of the general public or regulators could allege breaches of 333D's legislation requirements. This could result in remedial action or litigation, which could potentially lead to 333D being required to pay compensation or a fine.</p> <p>333D's operations may become subject to regulatory requirements, such as licensing and reporting obligations, which would increase the costs and resources associated with its regulatory compliance. Any such increase in the costs and resources associated with regulatory compliance, could impact upon 333D's profitability. In addition, if regulators took the view that 333D had failed to comply with regulatory requirements, this could lead to enforcement action resulting in public</p>	Section 6.1(k)

Topic	Summary	More information
	warnings, infringement notices or the imposition of a pecuniary penalty. This could lead to significant reputational damage to 333D and a consequent impact upon its revenue.	
Proposed use of funds and other key terms of the Offer		
What is the proposed use of funds raised under the Offers?	The Company intends to apply the funds raised from the Offers as set out in Section 1.10.	Section 1.10
Will the Company be adequately funded after completion of the Offers?	The Directors are satisfied that on completion of the Offers, the Company will have sufficient working capital to carry out its stated objectives.	Section 1.10
What are the key dates of the Offer?	<p>Lodgement of this Prospectus with ASIC: 3 March 2016</p> <p>Priority Offer Record Date: 10 March 2016</p> <p>Opening Date for Offer: 11 March 2016</p> <p>Closing Date for Offer: 31 March 2016</p> <p>Dispatch of holding statements: 7 April 2016</p> <p>Expected date for Shares to be reinstated to trading on ASX: 14 April 2016</p> <p>The above dates are indicative only and may change without notice.</p>	"Key Offer Details"
What rights and liabilities attach to the Shares, Performance Shares and Advisory Options being offered?	<p>All Shares (other than the Performance Shares) issued under the Offers will rank equally in all respects with existing Shares on issue (on a post-Consolidation basis). The rights and liabilities attaching to the Shares are described in Section 9.1.</p> <p>The rights and liabilities attaching to the Class A Performance Shares issued under the Performance Share Offer are described in Section 9.2, and the rights and liabilities attaching to the Class B Performance Shares are described Section 9.3. Upon the relevant Milestones being achieved, the Performance Shares will convert into Shares which will rank equally in all respects with existing Shares on issue.</p> <p>The rights and liabilities attaching to the Advisory Options issued under the Advisory Option Offer are described in Sections 9.4 and 9.5. Upon the Advisory Options being exercised, the resultant Shares will rank equally in all respects with existing</p>	Sections 1.1, 9.1, 9.2, 9.3, 9.4 and 9.5

Topic	Summary	More information
	Shares on issue.	
Are the Public Offer and Priority Offer underwritten?	No, the Public Offer and the Priority Offer are not underwritten. However, the Company has reserved the right to pay fees to an AFS (Australian Financial Services) licensee of up to 6% of the value of any Shares placed under the Public Offer to the clients of that AFS licensee.	Section 1.12
Will the Shares issued under the Offers be listed?	The Company will apply to ASX no later than 7 days from the date of this Prospectus for Official Quotation of the Shares on the ASX under the new code, "T3D".	Important Information
What are the tax implications of investing in Shares under the Offers?	The tax consequences of any investment in Shares will depend upon your particular circumstances. Prospective investors should obtain their own tax advice before deciding to invest.	Section 1.24
What is the Company's dividend policy?	<p>The Company does not expect to pay dividends in the near future as its focus will primarily be on using cash reserves to grow and develop the 333D Business.</p> <p>Any future determination as to the payment of dividends by the Company will be at the discretion of the Directors and will depend upon matters such as the availability of distributable earnings, the operating results and financial condition of the Company, future capital requirements, general business and other factors considered relevant by the Directors. No assurances are given in relation to the payment of dividends, or that any dividends may attach franking credits.</p>	Section 1.21
How do I apply for Shares under the Offers?	<p>Applications for Shares, Performance Shares and Advisory Options (as applicable) under the Offers must be made by completing the relevant Application Form.</p> <p>Applicants under the Public Offer and the Priority Offer wishing to pay via BPAY® should complete the online Application Form accompanying the electronic version of this Prospectus which is available at www.ozbrewing.com.au.</p> <p>Application Forms can also be completed manually. Manual Application Forms under the Public Offer or the Priority Offer must be accompanied by a cheque in Australian dollars for the full amount of the Application Money, being the number of Shares applied for multiplied by \$0.02 per Share. Cheques must be made payable to "Oz Brewing Limited" and</p>	Section 1.13

Topic	Summary	More information
	should be crossed "Not Negotiable".	
When will I receive confirmation that my application has been successful?	It is expected that holding statements will be sent to successful applicants by post on or about 5 April 2016.	Section 1.15
How can I find out more about the Prospectus or the Offers?	Questions relating to the Offers can be directed to the Company on +61 8 6211 5099.	Section 1.25
Board and management		
Who are the Directors of the Company?	<p>The Existing Directors of the Company are:</p> <ul style="list-style-type: none"> • Mr David Wheeler (Non-Executive Chairman); • Mr Joe Graziano (Non-Executive Director); and • Mr John Conidi (Non-Executive Director). <p>On completion of the Offers, changes will be made to the Board, with the retirement of Mr Joe Graziano and the appointment of Mr Frank Pertile, so that the Board will then comprise:</p> <ul style="list-style-type: none"> • Mr David Wheeler (Non-Executive Chairman); • Mr John Conidi (Non-Executive Director); and • Mr Frank Pertile (Managing Director). 	Sections 7.2 and 7.3
What benefits are being paid to the Directors?	<p>The Directors are paid the following directors' fees for operating the Company.</p> <ul style="list-style-type: none"> • As a Director, Mr David Wheeler is paid \$40,000 per annum plus superannuation; • As a Director, Mr John Conidi is paid \$36,000 per annum plus superannuation; • As a Director, Mr Joe Graziano is paid \$36,000 per annum plus superannuation; and • As Managing Director, Mr Frank Pertile will be paid a salary of \$150,000 plus superannuation and a car allowance of \$15,000 per annum. 	Sections 7.7 and 8.2(i)
Who are the key management personnel?	<p>From completion of the Proposed Acquisition, the key management personnel of the Company will be:</p> <ul style="list-style-type: none"> • Frank Pertile (Managing Director); and • Dejan Popovski (Production Engineer). 	Sections 7.3, 7.4 and 8.2(i)

Topic	Summary	More information
What are the significant interests of Directors?	<p>The interests of the Existing Directors and Proposed Directors are detailed in Section 7.6.</p> <p>The security holdings of the Existing Directors and Proposed Directors are set out in Section 7.6.</p>	Section 7.6
Miscellaneous		
What material contracts are the Company and 333D a party to?	<p>The material contracts of the Company comprise of:</p> <ul style="list-style-type: none"> • the Share Sale Agreement; • the Loan Agreements; • the Convertible Note Agreements; • the Employment Agreement between the Company and Frank Pertile; • the Services Agreement with Trident Management Services Pty Ltd; • the Services Agreement with Trident Capital Pty Ltd; • Deeds of Access, Indemnity and Insurance; and <p>The material contracts of 333D comprise of:</p> <ul style="list-style-type: none"> • The Share Sale Agreement; • the Loan Agreements; • a memorandum of understanding with the AFL; • the DoCA and the DoCA Amendment; • the Creditors Trust Deed • the Exclusive Distribution Agreement with Prodways • a 3D Printing Service Agreement with 3D Medical Limited; • a letter of intent with CreoPop Pte Ltd; • CreoPop Investment Agreement; • a non-exclusive distribution agreement with Airwolf International; and • the employment agreements between 333D and each of: <ul style="list-style-type: none"> ○ Frank Pertile; and ○ Dejan Popovski. 	Section 8

Topic	Summary	More information
Will any Shares be subject to escrow?	<p>No Shares issued under the Public Offer and the Priority Offer will be subject to escrow.</p> <p>Subject to the Company's Shares being reinstated to trading on the ASX, certain Shares, Performance Shares and Advisory Options issued under the Vendor Offer, the Performance Share Offer, the Facilitation Offer, the Convertible Note Offer and the Advisory Option Offer may be classified by ASX as restricted securities, in which case they will be required to be held in escrow for up to 24 months from the date of reinstatement.</p>	Section 1.17

1. DETAILS OF THE OFFERS

1.1 The Public Offer and the Priority Offer

By this Prospectus, pursuant to the Public Offer the Company offers up to 250,000,000 Shares (on a post-Consolidation basis) at an offer price of \$0.02 per Share to raise funds of up to \$5,000,000 (before expenses). The Public Offer, which incorporates the Priority Offer to shareholders of Kibaran Resources Ltd and 3D Medical Limited, is open to the general public.

The Shares to be issued pursuant to the Public Offer and the Priority Offer are of the same class and will rank equally in all respects with the existing fully paid ordinary shares in the Company (on a post-Consolidation basis). The rights and liabilities attaching to the Shares are further described in Section 9.1 of the Prospectus.

Applications for Shares under the Public Offer must be made on the Public Application Form accompanying this Prospectus and received by the Company on or before the Closing Date. Persons wishing to apply for Shares under the Public Offer should refer to Section 1.13 for further details and instructions.

Applications for Shares under the Priority Offer must be made on the Priority Application Form accompanying this Prospectus and received by the Company on or before the Closing Date. Persons wishing to apply for Shares under the Priority Offer should refer to Section 1.13 for further details and instructions.

The Minimum Subscription for the Public Offer and the Priority Offer is 175,000,000 Shares to raise \$3,500,000 and the Maximum Subscription for the Public Offer and the Priority Offer is 250,000,000 Shares to raise \$5,000,000. Shareholders of Kibaran Resources Ltd and 3D Medical Limited will be offered a Priority Offer of 150,000,000 Shares under the Capital Raising. The Shares remaining following completion of the Priority Offer will be offered to the general public. No Shares will be issued until the Minimum Subscription has been received and no Shares in excess of the Maximum Subscription will be issued in relation to the Public Offer. If the Minimum Subscription is not achieved within four months after the date of this Prospectus (or such period as varied by ASIC), the Company will not issue any Shares under this Prospectus and will repay all Application Monies in accordance with the Corporations Act.

1.2 Vendor Offer

The Prospectus also includes the Vendor Offer, under which the Company offers 354,166,648 Vendor Shares (on a post-Consolidation basis) to the 333D Vendors for the acquisition of all the shares in 333D.

The Shares to be issued pursuant to the Vendor Offer are of the same class and will rank equally in all respects with the Shares (on a post-Consolidation basis) in the Company. A summary of the rights and liabilities attaching to the Shares is set out in Section 9.1 of the Prospectus.

Applications for Shares under the Vendor Offer may only be made by the 333D Vendors on the Vendor Offer Application Form accompanying this Prospectus and received by the Company on or before the Closing Date. Each 333D Vendor may apply for the respective number of Shares (on a post-Consolidation basis) set out next to their name in Section 11.

333D Vendors wishing to apply for Shares under the Vendor Offer should refer to Section 1.13 for further details and instructions. No Application Monies are payable under the Vendor Offer.

1.3 Performance Share Offer

The Prospectus also includes the Performance Share Offer, under which the Company offers 27,500,000 Class A Performance Shares (on a post-Consolidation basis) and 21,250,000 Class B Performance Shares (on a post-Consolidation basis) to the Performance Share Recipients for promoting the Proposed Acquisition.

A summary of the rights and liabilities attaching to the Performance Shares is set out in Sections 9.2 and 9.3 of this Prospectus. If the Performance Shares convert into Shares upon the Milestones being achieved, then the resultant Shares will be of the same class and will rank equally in all respects with the Shares (on a post-Consolidation basis) in the Company.

Applications for Shares under the Performance Share Offer may only be made by the Performance Share Recipients on the Performance Share Offer Application Form accompanying this Prospectus and received by the Company on or before the Closing Date. Each Performance Share Recipient may apply for the respective number of Performance Shares (on a post-Consolidation basis) set out next to their name in Section 11.

Performance Share Recipients wishing to apply for Shares under the Performance Share Offer should refer to Section 1.13 for further details and instructions. No Application Monies are payable under the Performance Share Offer.

1.4 Facilitation Offer

The Prospectus also includes the Facilitation Offer, under which the Company offers 16,666,665 Shares (on a post-Consolidation basis) to the Facilitators.

The Shares to be issued pursuant to the Facilitation Offer are of the same class and will rank equally in all respects with the Shares (on a post-Consolidation basis) in the Company. A summary of the rights and liabilities attaching to the Shares is set out in Section 9.1 of this Prospectus.

Applications for Shares under the Facilitation Offer may only be made by Trident Capital or its nominee(s) (for 5,555,555 Shares on a post-Consolidation basis), Street or its nominee(s) (for 5,555,555 Shares on a post-Consolidation basis), and Taylor Collison (for 5,555,555 Shares on a post-Consolidation basis) on the Facilitation Offer Application Form accompanying this Prospectus and received by the Company on or before the Closing Date.

Facilitators wishing to apply for Facilitation Shares under the Facilitation Offer should refer to Section 1.13 for further details and instructions. No Application Monies are payable under the Facilitation Offer.

1.5 Convertible Note Offer

The Prospectus also includes the Convertible Note Offer, under which the Company offers 16,666,665 Shares (on a post-Consolidation basis) to the Convertible Noteholders.

The Shares to be issued pursuant to the Convertible Note Offer are of the same class and will rank equally in all respects with the Shares (on a post-Consolidation basis) in the Company. A summary of the rights and liabilities attaching to the Shares is set out in Section 9.1 of this Prospectus.

Applications for Shares under the Convertible Note Offer may only be made by the Convertible Noteholders for that number of Shares which the Convertible Noteholders are entitled to under the Convertible Note Agreements. Convertible Noteholders wishing to apply for Shares under the Convertible Note Offer should refer to Section 1.13 for further details and instructions. No Application Monies are payable under the Convertible Note Offer.

1.6 Advisory Option Offer

The Prospectus also includes the Advisory Option Offer, under which the Company offers 125,000,000 Tranche 1 Advisory Options and 62,500,000 Tranche 2 Advisory Options to Street.

A summary of the rights and liabilities attaching to the Advisory Options is set out in Sections 9.4 and 9.5 of this Prospectus. Upon exercise of the Advisory Options, the resultant Shares will be of the same class and will rank equally in all respects with the Shares (on a post-Consolidation basis) in the Company. A summary of the rights and liabilities attaching to the Shares is set out in Section 9.1 of this Prospectus.

Applications for Shares under the Facilitation Offer may only be made by Street on the Advisory Option Offer Application Form accompanying this Prospectus and received by the Company on or before the Closing Date. Street should refer to Section 1.13 for further details and instructions. No Application Monies are payable under the Advisory Option Offer.

1.7 Conditional

The Offers under this Prospectus are conditional upon the following events occurring:

- the Company raising the Minimum Subscription (refer to Section 1.1);
- completion of the Proposed Acquisition (refer to Section 2.2); and
- ASX providing the Company with a list of conditions which, when satisfied, will result in ASX reinstating the Shares to quotation on ASX upon the satisfaction of Chapters 1 and 2 of the ASX Listing Rules (refer to Section 1.8).

Importantly, the Company's Shareholders have already approved the Proposed Acquisition at the General Meeting held on 28 January 2016.

If these conditions are not satisfied then the Offers will not proceed and the Company will repay all Application Monies in accordance with the Corporations Act.

1.8 Re-Compliance with Chapters 1 and 2 of the ASX Listing Rules

At the General Meeting, the Company obtained Shareholder approval for, among other things, a change in the nature and scale of the Company's activities. To give effect to these changes, ASX requires the Company to re-comply with Chapters 1 and 2 of the ASX Listing

Rules. This Prospectus is issued to assist the Company to re-comply with these requirements.

The Company's Shares were suspended from trading prior to the General Meeting and will not be reinstated until the Company has satisfied the conditions to the Offers, including re-compliance with Chapters 1 and 2 of the ASX Listing Rules.

There is a risk that the Company may not be able to meet the requirements for re-quotation on the ASX. In the event the conditions to the Offers are not satisfied, or the Company does not receive conditional approval for re-quotation on the Official List, then the Company will not proceed with the Offers and will repay all Application Monies received.

The Company will apply to ASX no later than seven days from the date of this Prospectus for ASX to grant Official Quotation of the Shares issued pursuant to this Prospectus. If the Shares are not admitted to the Official List within three months after the date of this Prospectus, no Shares will be issued and Application Monies will be refunded in full without interest in accordance with the Corporations Act.

Neither ASX nor ASIC take responsibility for the contents of this Prospectus. The fact that ASX may grant Official Quotation to the Shares issued pursuant to this Prospectus is not to be taken in any way as an indication by ASX as to the merits of the Company or the Shares.

1.9 Purpose of the Offers

The purposes of the Offers are to:

- meet the requirement that the Company re-complies with the ASX's admission requirements in accordance with Chapters 1 and 2 of the ASX Listing Rules;
- provide funding for the purposes outlined in section 1.10;
- provide 333D with access to equity capital markets for future funding needs;
- provide consideration under the Share Sale Agreement for the completion of the Proposed Acquisition; and
- enhance the public and financial profile of 333D and the Company.

1.10 Proposed use of funds

The Company intends to use the funds raised under the Public Offer and the Priority Offer as follows:

Proposed application of funds raised	Minimum Subscription (\$3,500,000)		Full Subscription (\$5,000,000)	
	Amount (\$)	%	Amount (\$)	%
Expenses of the Capital Raising (including capital raising fees)	\$361,000	10%	\$453,000	9%
Sales and marketing	\$600,000	17%	\$875,000	17%
Computer Aided Design (CAD) Software & IT	\$200,000	6%	\$325,000	7%
3D Printing Hardware & Service Bureau Equipment	\$1,100,000	32%	\$1,400,000	28%
Research & Development	\$200,000	6%	\$200,000	4%
Corporate and administration	\$500,000	14%	\$700,000	14%
Working capital	\$539,000	15%	\$1,047,000	21%
Total	\$3,500,000	100%	\$5,000,000	100%

Notes:

- Working capital may include wages, payments to contractors, rent and outgoings, insurance, accounting, audit, legal and listing fees, other items of a general administrative nature and cash reserves which may be used in connection with any project, as determined by the Board at the relevant time.*
- If the proceeds raised are between the Minimum Subscription and the Maximum Subscription, funds will be allocated between the above uses on a pro-rata basis.*

The above table is a statement of current intentions as at the date of this Prospectus. Investors should note that, as with any budget, the allocation of funds set out in the above table may change depending on a number of factors, including the outcome of operational and development activities, regulatory developments and market and general economic conditions. In light of this, the Board reserves the right to alter the way the funds are applied.

The Board is satisfied that, upon completion of the Offers, the Company will have sufficient working capital to meet its stated objectives.

The use of further equity funding or share placements will be considered by the Board where it is appropriate to accelerate a specific project.

It is possible that future acquisitions that may be contemplated may exceed the current or projected financial resources of the Company and it is expected that these acquisitions

would be funded by project finance and/or equity issues (subject to any required shareholder approvals).

1.11 Capital structure

The proposed pro forma capital structure of the Company following completion of the Offers and the Proposed Acquisition is as follows:

Shares	Minimum Subscription (\$3,500,000)	Maximum Subscription (\$5,000,000)
Shares currently on issue	171,476,196	171,476,196
Shares to be issued to 333D Vendors	354,166,648	354,166,648
Shares to be issued to 333D Vendors if the Class A Performance Share Milestone is achieved	27,500,000	27,500,000
Shares to be issued to 333D Vendors if the Class B Performance Share Milestone is achieved	21,250,000	21,250,000
Shares to be issued on Capital Raising	175,000,000	250,000,000
Shares to be issued to Facilitators	16,666,665	16,666,665
Shares to be issued on conversion of Convertible Notes	16,666,665	16,666,665
Total Shares on issue following completion and re-compliance, assuming that no Performance Shares convert and the Advisory Options are not exercised	733,976,174	808,976,174
Total Shares on issue following completion and re-compliance, assuming that the Class A Performance Shares convert, the Class B Performance Shares do not convert and the Advisory Options are not exercised	761,476,174	836,476, 174
Total Shares on issue following completion and re-compliance, assuming that all Performance Shares convert and the Advisory Options are not exercised	782,726, 174	857,726, 174
Total Shares on issue following completion and re-compliance, assuming that all Performance Shares convert and all Advisory Options are exercised	970,226, 174	1,045,226, 174
Options	Minimum Subscription (\$3,500,000)	Maximum Subscription (\$5,000,000)
Options currently on issue	-	-
Advisory Options – Tranche 1	125,000,000	125,000,000
Advisory Options – Tranche 2	62,500,000	62,500,000
Total Options on issue following completion and re-compliance	187,500,000	187,500,000

1.12 No underwriting

The Public Offer and the Priority Offer are not underwritten. However, the Company has reserved the right to pay fees to an AFS (Australian Financial Services) licensee of up to 6% of the value of any Shares placed under the Public Offer to the clients of that AFS licensee.

1.13 To apply using a paper application form

Applications for Shares under the Offers can only be made using the correct Application Form for each Offer accompanying this Prospectus. An Application Form must be completed in accordance with the instructions set out on the back of the form.

Applications under the Public Offer and the Priority Offer must be for a minimum of 100,000 Shares (\$2,000) and then in increments of 25,000 Shares (\$500). No brokerage, stamp duty or other costs are payable by applicants. Cheques must be made payable to "Oz Brewing Limited" and should be crossed "Not Negotiable". All Application Monies will be paid into a trust account.

All Application Forms for all other Offers other than the Public Offer and the Priority Offer are not required to be accompanied by any Application Monies.

Completed Application Forms and the Application Monies (in the case of Public Offer and the Priority Offer) must be received by the Company before 5.00pm WST on the Closing Date by either being delivered to, or posted to, the following address:

Delivered to:

Oz Brewing Limited
c/- Security Transfer Registrars Pty Ltd
770 Canning Highway
APPLECROSS WA 6153

Mailed to:

Oz Brewing Limited
c/- Security Transfer Registrars Pty Ltd
PO Box 535
APPLECROSS WA 6953

Applicants are urged to lodge their Application Forms as soon as possible as the Offers may close early without notice.

An original, completed and lodged Application Form together with a cheque for the Application Monies (if applicable), constitutes a binding and irrevocable offer to subscribe for the number of Shares specified in the Application Form. An Application Form does not need to be signed to be valid. If an Application Form is not completed correctly or if the accompanying Application Monies (if required) is for the wrong amount, the Application Form may be treated by the Company as valid. The Directors' decision as to whether to treat such an Application Form as valid and how to construe amend or complete the Application Form is final. However, an applicant participating in the Public Offer and the Priority Offer will not be treated as having applied for more Shares than as indicated by the amount of the cheque for the Application Monies.

It is the responsibility of applicants outside Australia to obtain all necessary approvals for the allotment and issue of Shares pursuant to this Prospectus. The return of a completed Application Form will be taken by the Company to constitute a representation and warranty by that applicant that all relevant approvals have been obtained.

1.14 To apply online and pay by BPAY®

For payment via BPAY®, visit www.ozbrewing.com.au and complete an online Application Form. Once you have completed your online Application Form, you will be given a BPAY® Biller Code and a BPAY® payment reference number. You should make your Application payment in full on the same day, as any Applications without payment cannot be accepted. You will need to:

- (a) access your participating phone/internet banking service;
- (b) select BPAY® and follow the prompts:
 - (A) enter the Biller Code and your BPAY® payment reference number supplied when you completed your online Application Form;
 - (B) nominate the amount of your Application Monies in full;
 - (C) nominate the cheque or savings account your Application Monies are to come from (note that credit card payments are not allowed); and
- (c) record your BPAY® receipt number and the date of payment and retain a copy for your records.

Note that Applicants paying via BPAY® should be aware that their own financial institution may implement earlier cut-off times with regard to electronic payment than the time at which the Public Offer and the Priority Offer close, and should therefore take this into consideration when making payment. It is the responsibility of the Applicant to ensure that the funds submitted through BPAY® are received before 5.00 pm WST on the Closing Date.

1.15 Allocation and allotment of Shares

The Directors reserve the right to reject any Application Form or to allot a lesser number of Shares than that applied for. If the number of Shares allocated is less than that applied for, or no allotment is made, the surplus Application Monies will be promptly refunded without interest.

Subject to ASX granting approval for quotation of the Shares, the allotment of Shares will occur as soon as practicable after the Public Offer and the Priority Offer closes. Holding statements will be dispatched as required by ASX. It is the responsibility of applicants to determine their allocation prior to trading in the Shares.

Applicants who sell the Shares before they receive their holding statement will do so at their own risk.

1.16 Application Monies to be held in trust

The Application Monies for Shares to be issued pursuant to the Public Offer and the Priority Offer will be held in a separate bank account on behalf of applicants until the Shares are

allotted. If the Shares to be issued under this Prospectus are not admitted to quotation within a period of three months from the date of this Prospectus, the Application Monies will be refunded in full without interest, and any Shares issued will be deemed to be void. All interest earned on Application Monies (including those which do not result in the issue of Shares) will be retained by the Company.

1.17 Escrow arrangements

Subject to the Company's Shares being reinstated to trading on the Official List, certain Shares, Performance Shares and Advisory Options in the Company issued under the Vendor Offer, the Performance Share Offer, the Facilitation Offer, the Convertible Note Offer and the Advisory Option Offer may be classified by ASX as restricted securities, in which case they will be required to be held in escrow for up to 24 months from the date of reinstatement. During the period in which these securities are prohibited from being transferred, trading in Shares may be less liquid which may impact on the ability of a Shareholder to dispose of his or her Shares in a timely manner.

The securities likely to be subject to escrow are Shares and Performance Shares to be issued to the Vendors and promoters of the Company (as defined in the ASX Listing Rules).

Prior to the Shares being reinstated to trading on the Official List, the Company will enter into escrow agreements with the recipients of the restricted securities in accordance with Chapter 9 of the ASX Listing Rules, and the Company will announce to ASX full details (quantity and duration) of those restricted securities required to be held in escrow.

1.18 Chess and issuer sponsorship

The Company participates in CHESS. All trading on the ASX in existing Shares is, and in new Shares will be, settled through CHESS. ASX Settlement, a wholly-owned subsidiary of the ASX, operates CHESS in accordance with the ASX Listing Rules and the ASX Settlement Operating Rules. On behalf of the Company, the Share Registry operates an electronic issuer sponsored sub-register and an electronic CHESS sub-register. The two sub-registers together make up the Company's principal register of securities.

Under CHESS, the Company does not issue certificates to Shareholders. Rather, holding statements (similar to bank statements) will be sent to Shareholders as soon as practicable after allotment. Holding statements will be sent either by CHESS (for Shareholders who elect to hold Shares on the CHESS sub-register) or by the Share Registry (for Shareholders who elect to hold their Shares on the issuer sponsored sub-register). The statements will set out the number of existing Shares (where applicable) and the number of new Shares allotted under this Prospectus and provide details of a Shareholder's Holder Identification Number (for Shareholders who elect to hold Shares on the CHESS sub-register) or shareholder reference number (for Shareholders who elect to hold their Shares on the issuer sponsored sub-register). Updated holding statements will also be sent to each Shareholder at the end of each month in which there is a transaction on their holding, as required by the ASX Listing Rules.

1.19 Risks

As with any share investment, there are risks associated with investing in the Company. The principal risks that could affect the financial and market performance of the Company are detailed in Section 6 of this Prospectus. The Shares on offer under this Prospectus should be considered speculative. Accordingly, before deciding to invest in the Company,

applicants should read this Prospectus in its entirety and should consider all factors in light of their individual circumstances and seek appropriate professional advice.

1.20 Overseas investors

An Offer made pursuant to this Prospectus is not made to persons or in places which would not be lawful to make the Offer. No action has been taken to register the Offers under this Prospectus or otherwise permit the Offers to be made in any jurisdiction outside Australia.

The distribution of this Prospectus in jurisdictions outside Australia may be restricted by law in those jurisdictions and therefore persons who come into possession of this Prospectus should seek advice on and observe any such restrictions. Failure to comply with such restrictions may constitute a violation of applicable securities laws.

Applicants who are resident in countries other than Australia should consult their professional advisers as to whether any governmental or other consents are required or whether any other formalities need to be considered and followed in respect of the Offers.

1.21 Dividend policy

The Company does not expect to pay dividends in the near future as its focus will primarily be on using cash reserves to grow and develop the 333D Business.

Any future determination as to the payment of dividends by the Company will be at the discretion of the Directors and will depend upon matters such as the availability of distributable earnings, the operating results and financial condition of the Company, future capital requirements, general business and other factors considered relevant by the Directors. No assurances are given in relation to the payment of dividends, or that any dividends may attach franking credits.

1.22 Forecasts

There are significant uncertainties associated with forecasting future revenues and expenses of the Company. In light of uncertainty as to timing and outcome of the Company's growth strategies, and the general nature of the industry in which the Company will operate, as well as uncertain macro market and economic conditions in the Company's markets, the Company's performance in any future period cannot be reliably estimated. On these bases and after considering ASIC Regulatory Guide 170, the Directors do not believe that they have a reasonable basis to reliably forecast future earnings and accordingly forecast financials are not included in this Prospectus.

1.23 Privacy disclosure

Persons who apply for Shares pursuant to this Prospectus are asked to provide personal information to the Company, either directly or through the Share Registry. The Company and the Share Registry collect, hold and use that personal information to assess applications for Shares, to provide facilities and services to shareholders, and to carry out various administrative functions. Access to the information collected may be provided to the Company's agents and service providers and to ASX, ASIC and other regulatory bodies on the basis that they deal with such information in accordance with the relevant privacy laws. If the information requested is not supplied, applications for Shares will not be processed. In accordance with privacy laws, information collected in relation to specific Shareholders can be obtained by that Shareholder through contacting the Company or the Share Registry.

1.24 Taxation

It is the responsibility of all persons to satisfy themselves of the particular taxation treatment that applies to them in relation to the Offers, by consulting their own professional tax advisers. Neither the Company nor any of its Directors or officers accepts any liability or responsibility in respect of the taxation consequences of the matters referred to above.

1.25 Enquiries

This is an important document and should be read in its entirety. Investors should consult with their professional advisers before deciding whether to apply for securities under this Prospectus. Any investment in the Company under this Prospectus should be considered highly speculative.

Questions relating to the Offers can be directed to the Company on +61 8 6211 5099.

2. OVERVIEW OF THE COMPANY AND THE PROPOSED ACQUISITION

2.1 The Company

The Company is a public company listed on the Official List. The Company was incorporated on 2 February 2006 and was admitted to the Official List on 27 December 2006.

The Company's principal current activity has been carrying out of legal and technical due diligence on the acquisition of 333D Pty Ltd ACN 603 584 069 (to be renamed "333D Holdings Pty Ltd") (**333D**).

2.2 Proposed Acquisition

On 31 July 2014, the Company announced that it had entered into a Heads of Agreement (**Initial HOA**) to acquire 3D Group Pty Ltd (**3DG**), an Australian unlisted company focused on opportunities associated with 3D printing. As contemplated by the terms of the Initial HOA, the Company entered into Loan Agreements with 3DG to facilitate the advance of funds to 3DG and \$430,000 was subsequently advanced to 3DG under the Loan Agreements.

On 15 January 2015, the Company executed a heads of agreement pursuant to which 333D, 333D's key shareholder and the Company agreed that, subject to completion of the 333D Transaction (defined below), the Company would acquire 100% of the issued capital of 333D (**333D Agreement**). The 333D Agreement was substantially on the same terms as the Initial HOA.

The 333D Agreement was subsequently replaced with the Share Sale Agreement referred to section 2.3 below.

Deed of Company Arrangement and restructuring

On 16 January 2015, the Company announced that 3DG, and its then wholly-owned subsidiary 3D Industries Pty Ltd (**3DI**), had been placed into voluntary administration.

At that time, 3DG was indebted to the Company in the amount of \$430,000 (in accordance with the Loan Agreements entered into between 3DG and the Company, the details of which are set out below) and 3DG required further working capital. 3DG was unable to raise the required working capital due to its then current management and ownership structure. The Company gave 3DG notice that it required repayment of the loan under the loan agreement. In circumstances where 3DG could not raise capital as a result of its then management and ownership structure, a decision was made by the then existing directors to place 3DG and 3DI into voluntary administration. The outcome of that voluntary administration process is described below.

Following 3DG and 3DI being placed into voluntary administration, 3DG and 3DI subsequently entered into a heads of agreement with 333D and the appointed administrator to 3DG (**333D HOA**). Under the 333D HOA, the administrator agreed to transfer all of the assets of 3DG to 3DI and to sell to 333D all of the shares in 3DI (**333D Transaction**).

Subsequent to the Initial HOA, 3DG, 3DI, 333D, John Conidi, Frank Pertile, Dejan Popovski and Domenico Calabretta entered into a deed of company arrangement on 9 February

2015 (**DoCA**), to give effect to the transactions contemplated by the 333D Agreement. Under the DoCA, effective on 9 February 2015 (the **Execution Date**):

- (a) 3DG caused all the shares in 3DI to be transferred to 333D;
- (b) 3DG, 3DI and 333D executed a general security deed granting the administrators of 3DG a general security over 3DG, 3DI and 333D; and
- (c) all of the assets of 3DG were transferred to 3DI.

On completion of the 333D Transaction pursuant to the DoCA, 3DI held all of the assets of 3DG (along with its own assets), and assumed all liabilities of 3DG not previously discharged by the administrator.

Within 14 days of the DoCA, 333D also nominated the employees of 3DG and 3DI that it wished to employ such that it assumed all liability for the employee entitlements of those employees.

Under the DoCA, 333D also agreed to pay a “DoCA Contribution” of \$289,922.00 to ensure that all Admitted Creditors under the DoCA were paid in full (other than certain Nominated Creditors, including the Company, which consented to their claims being subordinated).

The parties to the DoCA subsequently entered into an amended deed of company arrangement dated 22 June 2015 to amend the DoCA (**DoCA Amendment**) and to create a creditors’ trust, so that the general security deed entered into pursuant to the DoCA could be released upon the DoCA Contribution being paid to the trustee of the creditors’ trust. The DoCA Contribution has now been paid, and accordingly the general security deed has been released.

2.3 Share Sale Agreement

On 30 July 2015, the Company, 333D and the 333D Vendors, Street, Trident and Taylor Collison entered into the Share Sale Agreement contemplated by the 333D Agreement. Subject to various conditions, the Company agreed to purchase all of the shares in 333D, and the 333D Vendors agreed to sell all of the shares in 333D to the Company.

The key terms of the Share Sale Agreement are:

- (d) the completion of the Proposed Acquisition is subject to and conditional upon the following conditions precedent:
 - (i) both parties completing their due diligence on the other to their absolute satisfaction;
 - (ii) prior to the Completion Date, the Company does not receive an additional proposal which an independent expert determines to be superior to the Proposed Acquisition for Shareholders;
 - (iii) the Company being provided with evidence to its reasonable satisfaction that the 333D Transaction has been completed and that all assets of 3DG have been registered to 3DI;

- (iv) the Company being provided with evidence to its reasonable satisfaction that the DoCA Amendment has been approved by creditors, such DoCA Amendment being to the Company's reasonable satisfaction;
- (v) the Company completing the Consolidation and Recompliance (if required);
- (vi) the Company obtaining and complying with the Company Approvals and any other requirements, approvals, consents or authorisations from ASIC, ASX or other Regulatory Authority as determined necessary by the Company (acting reasonably) or as may be required to legally and validly implement the Proposed Acquisition;
- (vii) the 333D Vendors and 333D obtaining all required 333D shareholder approvals as may be required to legally and validly implement the Proposed Acquisition; and
- (viii) 333D facilitating and the Company completing the Capital Raising subject to any conditions ASX may impose on the Capital Raising, including that completion occurs under the Share Sale Agreement and that the Shares to be issued and allotted pursuant to the Capital Raising are in accordance with the Corporations Act,

(collectively, the **Conditions**);

- (e) Subject to the satisfaction (or waiver) of the Conditions, the Company agreed to issue the following Advisory Options, Performance Shares, Facilitation Shares and Consideration Shares (each on a pre-Consolidation basis) and to make payments as follows:
 - (i) in consideration for the 333D Vendors transferring all of their shares in 333D to the Company, issue 1,416,666,667 Shares (on a pre-Consolidation basis), being the Consideration Shares, to the 333D Vendors in the 333D Vendor Proportions;
 - (ii) in consideration for facilitating the Proposed Acquisition:
 - a. issue 66,666,667 Shares (on a pre-Consolidation basis), being the Facilitation Shares, as follows:
 - i. 22,222,222 (on a pre-Consolidation basis) to Taylor Collison;
 - ii. 22,222,222 (on a pre-Consolidation basis) to Trident Capital; and
 - iii. 22,222,223 (on a pre-Consolidation basis) to Street;
 - b. issue 500,000,000 Advisory Options (on a pre-Consolidation basis) to Street, exercisable at \$0.005 per Share and expiring 18 months after completion of the Proposed Acquisition, being the Tranche 1 Advisory Options;
 - c. issue 250,000,000 Advisory Options (on a pre-Consolidation basis) to Street, exercisable at \$0.006 per Share and expiring 24 months after

completion of the Proposed Acquisition, being the Tranche 2 Advisory Options; and

- d. pay the sum of \$50,000 to Street, being the Advisory Cash; and
- (iii) in consideration for the Performance Share Recipients promoting the Proposed Acquisition:
 - a. issue 110,000,000 Class A Performance Shares (on a pre-Consolidation basis) to the Performance Share Recipients, which will convert into 110,000,000 Shares (on a pre-Consolidation basis) if the Class A Performance Share Milestone is achieved; and
 - b. issue 85,000,000 Class B Performance Shares (on a pre-Consolidation basis) to the Performance Share Recipients, which will convert into 85,000,000 Shares (on a pre-Consolidation basis) if the Class B Performance Milestone is achieved.

The Share Sale Agreement also contains additional provisions, including warranties and indemnities in respect of the status of 333D, which are considered standard for agreements of this kind.

2.4 General Meeting

The General Meeting was held on 28 January 2016, and Shareholders approved the following resolutions:

- **Consolidation:** The Company consolidating its issued capital on a 1 for 4 basis to reduce the number of Shares on issue, before any issues under the Offers, from 685,905,077 Shares, to 171,476,196 Shares. This also assumes that no further Shares are issued before completion of the Proposed Acquisition – see Section 1.11 for further information.
- **Change in nature and scale:** The Company changing the nature and scale of its activities as a result of the Proposed Acquisition. Upon completion of the Proposed Acquisition, the Company will change to a 3D printing company.
- **Approval of Performance Shares:** The Company approving the A Class Performance Shares and the B Class Performance Shares. Please refer to Sections 9.2 and 9.3 for the terms of the Performance Shares.
- **Issue of Vendor Shares to the 333D Vendors:** The Company issuing the 354,166,648 Vendor Shares (on a post-Consolidation basis) to the 333D Vendors in consideration of acquiring 100% of the securities in 333D takeover approval is being sought as the 333D Vendors will hold more than 20% of the voting shares in the Company upon being issued the Vendor Shares and upon the Performance Share Recipients being issued the Performance Shares (if the Performance Shares convert into Shares upon the Milestones being achieved).
- **Issue of Performance Shares to the Performance Share Recipients:** The Company issuing 27,500,000 Class A Performance Shares (on a post-Consolidation basis) and 21,250,000 Class B Performance Shares (on a post-Consolidation basis) to the Performance Share Recipients in consideration for promoting the Proposed Acquisition. Takeover approval is being sought as the

Performance Share Recipients (who are all 333D Vendors) will hold more than 20% of the voting shares in the Company upon being issued the Vendor Shares and upon the Performance Share Recipients being issued the Performance Shares (if the Performance Shares convert into Shares upon the Milestones being achieved).

- **Issue of Advisory Options to Street:** The Company issuing the Tranche 1 Advisory Options and the Tranche 2 Advisory Options to Street.
- **Public Offer and Priority Offer:** The Company offering up to 250,000,000 Shares (on a post-Consolidation basis) to the public under this Prospectus to raise up to \$5,000,000 before costs with a minimum subscription of at least 175,000,000 Shares (on a post-Consolidation basis) to raise at least \$3,500,000 before costs.
- **Right to apply under the Prospectus by Existing Directors and Proposed Directors:** The Company issuing to John Conidi, an Existing Director (or his nominees) up to 2,500,000 Shares (on a post-Consolidation basis) and Frank Pertile, a Proposed Directors (or his nominees) up to 250,000,000 Shares (on a post-Consolidation basis) each out of the 250,000,000 Shares (on a post-Consolidation basis) that may be issued under the Public Offer and the Priority Offer.
- **Payment of Facilitation Cash to Street and Issue of Facilitation Shares to Trident Capital, Taylor Collison and Street:** The Company paying the Facilitation Cash to Street, issuing 5,555,555 Facilitation Shares (on a post-Consolidation basis) to Trident Capital (or its nominee), 5,555,555 Facilitation Shares (on a post-Consolidation basis) to Taylor Collison (or its nominee) and 5,555,555 Facilitation Shares (on a post-Consolidation basis) to Street.
- **Issue of Shares on the conversion of the Convertible Notes to Non-Related Parties:** The Company issuing 8,333,333 Shares (on a post-Consolidation basis) to Non-Related Parties on the conversion of the Convertible Notes.
- **Issue of Shares on the conversion of the Convertible Notes to Related Parties:** The Company issuing 8,333,332 Shares (on a post-Consolidation basis) to Related Parties on the conversion of the Convertible Notes.
- **Change of name:** The Company changing its name from “Oz Brewing Limited” to “333D Limited”. The change of name will take effect from the date ASIC records the details of the change.
- **Appointment of Frank Pertile as a Director:** The Company appointing Frank Pertile as a Director.

3. INDUSTRY OVERVIEW

3.1 Introduction

3D printing, also referred to as additive manufacturing, was invented some 30 years ago, however the technology's development has accelerated in recent years to take a position in the mainstream lexicon and become broadly understood as a potentially disruptive technology.

Broadly, 3D printers manufacture items by depositing or joining material layer-upon-layer in an additive manner as directed and controlled by a computer generated design file. It is for this reason that 3D printing is also referred to as "additive manufacturing", distinguishing the process from traditional or conventional manufacturing techniques which typically utilise subtractive techniques which remove or machine away materials which are not required when making an item.

The market in which 333D operates is the 3D printing market comprising of 3D printer manufacturers and 3D print service providers. As the Australian 3D printing market is in its infancy, there is little reliable publicly available data of the size of the Australian 3D printing market. Although 333D's business is yet to be fully commercialised, 333D has 3 operational lines of business being 3D printing, 3D digital and a research and development division. For further information in relation to 333D's business refer to Section 4.

3.2 Trends and Key Drivers

A number of trends and key drivers relevant to the 3D printing market have been identified by the Directors, including the following:

- (a) **Improvements in technology:** The advancement and convergences in additive manufacturing hardware, design software and material science has expanded what can be manufactured and now sees 3D printing as a potentially powerful tool utilised across many industries.
- (b) **Increased scope of applications:** Traditionally used in prototyping and tooling applications, in recent years, 3D printing's scope of application has broadened to include end-part production across a range of industries including medical, dental, automotive, architecture and aerospace sectors driven by improved manufacturability and reduced lead time compared to traditional manufacturing methods. As with the continued development and evolution of additive manufacturing printing hardware, so too has the type and variety of materials able to be used in the printing process expanded and now includes plastics, resins, metals, ceramics, glass and a range of composites.
- (c) **Potential reduction in capital costs:** The advantages of additive manufacturing include the ability to produce custom items without the need to incur retooling costs and the production of highly complex parts that would not be possible using traditional manufacturing methods. 3D printing has the potential to reduce the capital required to reach minimum efficient scale for production and in doing so, promote re-localisation of manufacturing. 3D printing also has the potential to improve production efficiencies by increasing the variety of products a given amount of capital can produce through reducing the costs associated with production changeovers and customisation.

- (d) **Decline in cost of 3D printers:** There has been a decrease in the costs of 3D printers in recent years. As a result, the use of 3D printers by manufactures and consumers has become more viable.

3.3 Competitive Landscape

3D printing is utilised by a number of industries in product development and prototyping and, increasingly, in the production of end use parts. As well as removing design complexity as a production issue, 3D printing allows for the economic production of low volume parts. This offers an opportunity to re-localise manufacturing as well as for the production of custom or personalized products.

333D is a small niche player in terms of its market share. With an increase in sales and marketing along with further development of its printer range and expansion of the printer technologies offered via its printing service bureau, 333D aims to increase its market share and become a major player in the Australian 3D printing market.

Key competitors include the following key products and participants:

- (a) **Large format 3D Printer manufacturers:** There are a number of high cost large format industrial grade printers marketed in Australia. Typically, these printers are designed, manufactured and imported from the United States, Europe and China.
- (b) **Small format domestic 3D Printer manufacturers:** There are a number of small format printers marketed in Australia. Typically, these printers are also designed, manufactured and imported into Australia. Small format printers are primarily intended for domestic use, however can have industrial applications.
- (c) **3D Printing Service providers:** The Australian 3D printing services market includes a small number of small local providers who provide industrial and consumer 3D printing services competing with a small number of relatively large international service providers that are also printer manufacturers.

4. OVERVIEW OF 333D AND ITS BUSINESS

4.1 Overview of 333D

333D Pty Ltd was incorporated in January 2015 and shortly thereafter acquired the businesses and assets of 3D Group Pty Ltd (**3DG**) and 3D Industries Pty Ltd (**3DI**), including half of the shares in 3D Graphtech, a 50/50 joint venture with Kibaran Resources Ltd.

As set out at section 2.2, 3DG and 3DI were placed into voluntary administration by their then existing directors on 24 December 2014. 333D acquired the business and assets of 3DG and 3DI following an advertised sale conducted by the administrator of 3DG and 3DI and its entry into the DoCA.

After acquiring the assets and business from 3DG and 3DI pursuant to the DoCA, 333D has further developed its existing printers and has developed and expanded the range of printers offered.

During 2015, 333D added 3D print service capabilities and commenced the development of additional strategic relationships that would offer platforms and channels for business growth going forward.

333D has 3 operational lines of business being 3D printing, 3D digital and a research and development division (collectively, the **333D Business**).

4.2 3D Printing

333D's 3D printing division is focused on 3D printing hardware and 3D printing services.

(a) 3D Printer Manufacturing

333D has designed and built a proprietary range of fused filament fabrication (**FFF**) printers targeting the industrial/commercial sector. With large print volumes and high flow nozzles, the 333D printers are designed for users to be able to perform their own large-scale printing.

Over the course of 2015, much of 333D's focus has been the continued development of the 333D range of printers to enhance print quality, reliability and ease of use. After Completion of the Proposed Acquisition, 333D will focus on adding sales and marketing capabilities, and developing appropriate sales channels for its range of printers.

333D also offers a custom or bespoke printer design service. Through intelligent and advanced design principles, 333D printers are able to be scaled up or down, both vertically and/or horizontally, to create a completely customised solution designed to meet specific client needs. 333D engineers work in consultation with a client to determine and understand the client's precise application, and then design a printer to meet those application requirements.

333D has received strong interest in this service offering, and is working with a number of Australian and overseas companies operating in different sectors to design and manufacture custom built-for-purpose printers.

(b) **3D Printing Service Bureau**

333D will focus on gaining market share with its service bureau offering following the Completion of the Proposed Acquisition. After a period of building capability and knowhow, 333D is now positioned to offer a broad range of printer technologies and materials. 333D aims to develop its printing service bureau offering through competitive pricing.

333D offers selective laser melting, full-colour ink jet binding, FFF and selective laser sintering. The material offering includes titanium, cobalt-chrome, nickel, gypsum powder, a range of polymers and polymer composites, as well as nylon.

Additionally, as part 333D's distribution agreement with Prodways, 333D will add to its service bureau offering a Prodways ProMaker L6000 printer.

333D will also look at acquiring further hardware including multi-colour/multi-material printers and new technologies which may be developed to maintain and enhance 333D's printing service bureau offering.

(c) **Third Party Product Distribution**

In addition to the development of the 333D range of proprietary printers, 333D has supplemented its printers with a range of third party products that are complementary to and bridge 333D's offering into market segments which 333D would otherwise not sell into. In this regard, 333D has agreements in place with Airwolf 3D, CreoPop and Prodways.

Airwolf3D, has a range of printers designed for the consumer, "prosumer" and education markets.

CreoPop is a 3D pen that utilises LED light cured cool inks to allow users to create unique items. This product provides 333D with a crossover into the retail consumer market. 333D intends to market this product in the children's toy market as well as the artist and education sectors.

Prodways is a French based company subsidiary of Gruppo Gorge.

333D has exclusive distribution rights for the Australian and New Zealand markets under the exclusive distribution agreement with Prodways.

The Prodways distribution partnership is strategically important for 333D, as the range of Prodways' high end production machinery complements 333D's own range of industrial production grade FFF printers, and allows 333D to offer a broad range of production grade printers.

4.3 3D Digital

333D sees opportunities in its digital line of business as new technologies are developed from both digital capture and digital creation perspectives that will then lend themselves for use in a myriad of interfaces, both physical (3D printed) and/or across other or additional digital platforms.

(a) **Online 3D Print File Marketplace**

333D has developed Gro3D (www.gro3d.com), an online platform which 333D intends to launch shortly after Completion of the Proposed Acquisition. Gro3D incorporates an online marketplace for 3D print files which can be purchased and downloaded to either print on the purchaser's own printer or, alternatively, on 333D's printers on a print and post basis.

In addition, 333D intends to establish an online community of freelance designers and other creatives who will be able to establish their own online 3D print file stores via 333D's Gro3D platform. The platform will offer a revenue share model to seller designers, and 333D envisages this will be a strong division of the business going forward as affordable, highly capable, accurate and perhaps multi-material, multi-colour printers become more pervasive and are ubiquitous in consumer homes sitting alongside paper printers.

Going forward, 333D sees the development and sale of 3D printable content via its portal as a potentially important revenue source for 333D. If 3D printers become more commonplace, end users will be able to purchase a print file and simply print the item on their own printer. For high quality printing requirements, service bureaus will continue be used.

(b) **Licensing Agreements**

333D sees opportunities in partnering with organizations, groups and individuals across myriad industries and sectors to develop unique and special 3D printable content that leverages the virtues of 3D printing.

To this ends 333D has, as announced in September 2015, signed a Memorandum of Understanding with the Australian Football League (**AFL**) to develop a range of 3D printable merchandise that leverages the very special and unique assets of the AFL, its 18 clubs, coaches, players (both past and present), marque and milestone games, awards, club logos, to list a few possibilities.

As well as additional sporting codes and clubs, 333D is currently working on a number of similar agreements across the jewelry, furniture, art, entertainment, education, gaming and other content rich sectors and industries.

333D will also focus in the near term on developing and partnering with various businesses and organizations to re-engineer current business models by offering 'digital warehouse' production services. This is, rather than stockpiling merchandise, for example medical or replacement/spare parts, in warehouses, 333D will keep a digital library of parts that could be 3D printed locally.

Additionally, 333D is working with the developers of market leading instant capture photogrammetry technology that 333D envisages will serve to produce digital content for materialization via 3D printing but also content that can be used, shared and added to current advertising and promotion via traditional television broadcasting as well via second screen technologies, i.e. smart phones and tablets as well as emerging virtual and augmented reality platforms.

(c) **New & Emerging Technologies**

333D will look to extend its involvement in the 3D digital space by partnering with new and emerging 3D technology developers that further build on the concept of a complete ecosystem across the digital and physical domains.

4.4 Research and Development

Continuing research and development is an important area for 333D. 333D sees opportunity in the development of new 3D printable materials as well as the development of new and additional 3D printing technologies.

(a) Graphene

333D is a 50% shareholder of the entity 3D Graphtech Industries Pty Ltd (Graphtech). Graphtech was a subsidiary of the acquired 3D Group Pty Ltd and was established as a 50/50 joint venture with Kibaran Resources Ltd (KNL.ASX).

As well as the research and development of viable graphene production techniques, 333D will continue to explore applications for graphene.

(b) 3D Printing Product Development

333D intends to continue to undertake research and development of the 333D printer range by investigating additional functionality, optionality and enhancements that improve speed, print quality, reliability and user operation.

4.5 Target Markets/Industries

333D has performed printing services for companies operating in a broad range of industries and sectors including mining, architecture, irrigation, education, automotive, creative art/design as well as medical.

With the range of printer technologies available, 333D intends to expand its body of work and range of industry clients by increasing sales and marketing initiatives following Completion of the Proposed Acquisition.

4.6 Pricing

3D printing currently remains expensive, however the Directors of 333D expect that 3D printing materials should become more affordable if the 3D printing market continues to grow.

4.7 Marketing and Business Development

333D intends to recruit the necessary sales personnel for its printer sales and printing service bureau operations.

333D will initially market to the architectural, educational, product development, merchandising and, with the service agreement with 3D Medical, the medical and dental sectors.

333D has also identified a number of sales channel partner opportunities for its hardware and service lines of business and will work to secure these in the near term.

4.8 Technical

333D intends to build and supplement its existing engineering and computer aided design (**CAD**) capabilities by hiring personnel with additional technical expertise in this area. 333D particularly intends to develop this expertise with design skills so that 333D will be able to offer clients a turnkey solution for product development and 3D printable content development.

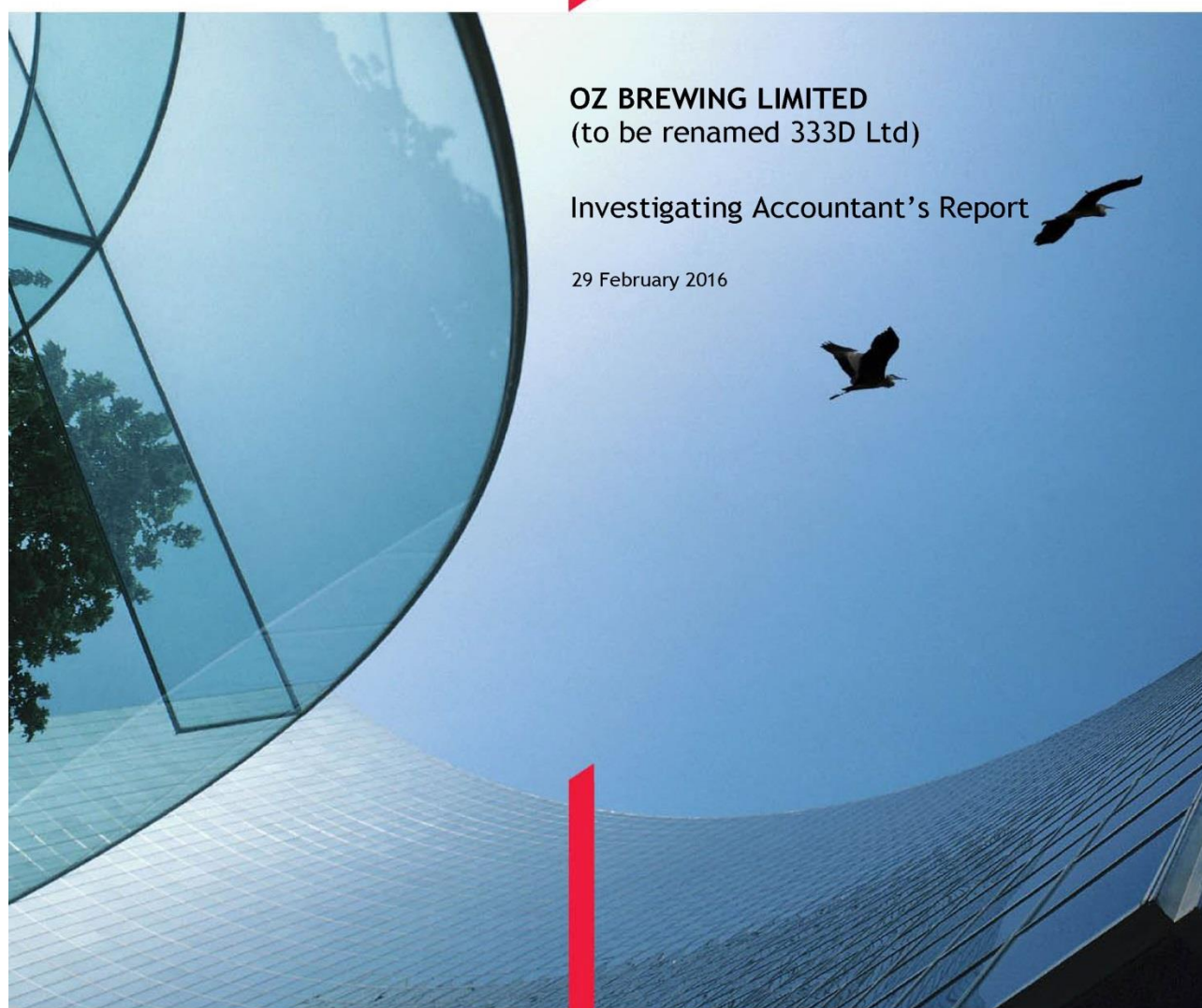
Additionally, 333D intends for these personnel to develop proprietary printable content that will be made available via the 333D platform www.gro3d.com.

4.9 Key Strengths

333D offers a broad range of products and services to a broad range of clients and sectors across both the commercial/industrial space as well as the retail consumer space, and will therefore not be reliant on any one sector for its commercial success.

333D has a services contract with 3D Medical Ltd (3DM.ASX) to perform its 3D printing requirements specific for the medical and healthcare sector. The medical sector remains a highest order of use application of the 3D printing technology with its needs for completely custom medical devices, high design complexity and low volume.

5. INVESTIGATING ACCOUNTANT'S REPORT





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29 February 2016

The Directors
Oz Brewing Limited
Level 24, 44 St Georges Terrace
PERTH WA 6000

Dear Directors

INVESTIGATING ACCOUNTANT'S REPORT

1. Introduction

BDO Corporate Finance (WA) Pty Ltd ('BDO') has been engaged by Oz Brewing Limited ('OZB' or 'the Company') to prepare this Investigating Accountant's Report ('Report') in relation to certain financial information of the Company for inclusion in the Prospectus. The Prospectus is required under Australian Securities Exchange ('ASX') requirements for the Company to re-comply with Chapters 1 and 2 of the ASX Listing Rules, as a result of the Company entering into a heads of agreement to acquire 333D Pty Ltd ('333D') ('the Acquisition').

Broadly, the Prospectus will offer the following:

- 1) An offer of up to 250 million Shares at a price of \$0.02 each to raise up to \$5 million before costs (**Public Offer**), the Public Offer is subject to a Minimum Subscription requirement to raise at least \$3.5 million. The Public Offer also incorporates a priority offer of up to 150 million Shares to eligible shareholders of Kibaran Resources Ltd and 3D Medical Limited registered as at the Priority Offer Record Date (**Priority Offer**);
- 2) An offer of 354,166,648 Shares to the 333D Vendors (**Vendor Offer**) for the acquisition of all the shares in 333D Pty Ltd;
- 3) An offer of 27,500,000 Class A Performance Shares and 21,250,000 Class B Performance Shares to the Performance Share Recipients (**Performance Share Offer**);
- 4) An offer of 16,666,665 Shares to the Facilitators (**Facilitation Offer**);
- 5) For an offer of 16,666,665 Shares to the Convertible Noteholders (**Convertible Note Offer**);
- 6) For an offer of 187,500,000 Advisory Options to Street Capital Partners Pty Ltd (**Advisory Option Offer**).

(together, the 'Offers').

The Company held a General Meeting on 28 January 2016 whereby, among other things, Shareholders voted on the consolidation of the Company's issued capital on a 1 for 4 basis ('**Capital Consolidation**'). All references in our Report are on a post Capital Consolidation basis unless otherwise stated.

Expressions defined in the Prospectus have the same meaning in this Report. BDO Corporate Finance (WA) Pty Ltd ('**BDO**') holds an Australian Financial Services Licence (AFS Licence Number 316158).

This Report has been prepared for inclusion in the Prospectus. We disclaim any assumption of responsibility for any reliance on this Report or on the Financial Information to which it relates for any purpose other than that for which it was prepared.

2. Scope

You have requested BDO to perform a limited assurance engagement in relation to the historical and pro forma historical financial information described below and disclosed in the Prospectus.

The historical and pro forma historical financial information is presented in the Prospectus in an abbreviated form, insofar as it does not include all of the presentation and disclosures required by Australian Accounting Standards and other mandatory professional reporting requirements applicable to general purpose financial reports prepared in accordance with the Corporations Act 2001 (Cth).

You have requested BDO to review the following historical financial information (together the '**Historical Financial Information**') included in the Prospectus:

- the audited historical Statements of Profit or Loss and Other Comprehensive Income for OZB for the year ended 30 June 2015;
- the audited historical Statements of Profit or Loss and Other Comprehensive Income for 333D for the period from 7 January 2015 (inception) to 30 June 2015; and
- the audited historical Statements of Financial Position of both OZB and 333D as at 30 June 2015.

The Historical Financial Information has been prepared in accordance with the stated basis of preparation, being the recognition and measurement principles contained in Australian Accounting Standards and the company's adopted accounting policies. The Historical Financial Information of OZB has been extracted from the financial report for the year ended 30 June 2015, which was audited by Grant Thornton Audit Pty Ltd in accordance with the Australian Auditing Standards. Grant Thornton Audit Pty Ltd issued a modified audit opinion on the financial report based on the recoverability of a loan between OZB and 333D. The auditor was unable to obtain sufficient appropriate audit evidence to support the director's assessment of the recoverable amount of asset and its classification as a current asset. The audit report also contained an emphasis of matter noting that the Company's financial position at the balance date gave rise to a material uncertainty which may cast significant doubt over the entity's ability to continue as a going concern and its ability to realise its assets and discharge its liabilities in the normal course of business.

The Historical Financial Information of 333D has been extracted from the financial report for the period 7 January 2015 (inception) to 30 June 2015, which was audited by RSM Australia Partners in accordance with the Australian Auditing Standards. RSM Australia Partners issued an unmodified audit opinion on the financial report however included an emphasis of matter noting that the 333D's financial position at the balance date gave rise to a material uncertainty which

may cast significant doubt over the consolidated entity's ability to continue as a going concern and its ability to realise its assets and discharge its liabilities in the normal course of business.

Pro Forma Historical Financial Information

You have requested BDO to review the following pro forma historical financial information (together the '**Pro Forma Historical Financial Information**') of OZB included in the Prospectus:

- the pro forma historical Statement of Financial Position as at 30 June 2015.

The Pro Forma Historical Financial Information has been derived from the Historical Financial Information of OZB, after adjusting for the effects of the subsequent events described in Section 6 of this Report and the pro forma adjustments described in Section 7 of this Report. The stated basis of preparation is the recognition and measurement principles contained in Australian Accounting Standards applied to the Historical Financial Information and the events or transactions to which the pro forma adjustments relate, as described in Section 7 of this Report, as if those events or transactions had occurred as at the date of the Historical Financial Information. Due to its nature, the Pro Forma Historical Financial Information does not represent the company's actual or prospective financial position or financial performance.

The Pro Forma Historical Financial Information has been compiled by OZB to illustrate the impact of the events or transactions described in Section 6 and Section 7 of the Report on OZB's financial position as at 30 June 2015. As part of this process, information about OZB's financial position has been extracted by the Company from OZB's financial statements for the year ended 30 June 2015.

On 31 July 2014, the Company announced that it had entered into the Heads of Agreement ('**Initial HOA**') to acquire 3D Group Pty Ltd ('**3DG**'), an Australian unlisted company focused on opportunities associated with 3D printing. As contemplated by the terms of the Initial HOA, the Company entered into the Loan Agreements with 3DG to facilitate the advance of funds to 3DG and \$430,000 was subsequently advanced to 3DG under the Loan Agreements.

On 15 January 2015, the Company executed a heads of agreement pursuant to which 333D, 333D's key shareholder and the Company agreed that, subject to completion of the 333D Transaction (defined below), the Company would acquire 100% of the issued capital of 333D ('**333D Agreement**'). The 333D Agreement was substantially on the same terms as the Initial HOA.

The 333D Agreement was subsequently replaced with the Share Sale Agreement referred to below.

On 16 January 2015, the Company announced that 3DG, and its then wholly-owned subsidiary 3D Industries Pty Ltd ('**3DI**'), had been placed into voluntary administration.

Following 3DG and 3DI being placed into voluntary administration, 3DG and 3DI subsequently entered into a heads of agreement with 333D and the appointed administrator to 3DG ('**333D HOA**'). Under the 333D HOA, the administrator agreed to transfer all of the assets of 3DG to 3DI and to sell to 333D all of the shares in 3DI ('**333D Transaction**').

Subsequent to the Initial HOA, 3DG, 3DI, 333D, John Conidi, Frank Pertile, Dejan Popovski and Domenico Calabretta entered into a deed of company arrangement on 8 February 2015 ('**DoCA**'), to give effect to the transactions contemplated by the 333D Agreement. Under the DoCA, effective on 8 February 2015 ('**the Execution Date**'):

- a) 3DG caused all the shares in 3DI to be transferred to 333D;

- b) 3DG, 3DI and 333D executed a general security deed granting the administrators of 3DG a general security over 3DG, 3DI and 333D; and
- c) all of the assets of 3DG were transferred to 3DI.

On completion of the 333D Transaction pursuant to the DoCA, 3DI held all of the assets of 3DG (along with its own assets), and assumed all liabilities of 3DG not previously discharged by the administrator.

Within 14 days of the DoCA, 333D also nominated the employees of 3DG and 3DI that it wished to employ such that it assumed all liability for the employee entitlements of those employees.

Under the DoCA, 333D also agreed to pay a “DoCA Contribution” of \$289,922.00 to ensure that all Admitted Creditors under the DoCA were paid in full (other than certain Nominated Creditors, including the Company, which consented to their claims being subordinated).

The parties to the DoCA subsequently entered into an amended deed of company arrangement dated 22 June 2015 to amend the DoCA (**‘DoCA Amendment’**) and to create a creditors’ trust, so that the general security deed entered into pursuant to the DoCA could be released upon the DoCA Contribution being paid to the trustee of the creditors’ trust. The DoCA Contribution has now been paid, and accordingly the general security deed has been released.

On 30 July 2015, the Company, 333D and the 333D Vendors, Street, Trident and Taylor Collison entered into the Share Sale Agreement contemplated by the 333D Agreement. Subject to various conditions, the Company agreed to purchase all of the shares in 333D, and the 333D Vendors agreed to sell all of the shares in 333D to the Company.

The proposed issue of securities under the Share Sale Agreement is as follows:

- As consideration for the Acquisition, the issue of 354,166,648 fully paid ordinary shares to the 333D Vendors under the Vendor Offer;
- in consideration for promoting the transaction under the Share Sale Agreement, the issue of the following securities under the Performance Share Offer:
 - 27,500,000 fully paid Class A performance shares to certain 333D Vendors, which will convert into 27,500,000 fully paid new shares in the Company (**‘Class A Performance Shares’**) upon 333D or any subsidiaries of 333D achieving aggregate gross revenue of \$5 million in the four years commencing on the day OZB is re-admitted to quotation on the ASX after re-compliance with Chapters 1 and 2 of the ASX Listing Rules;
 - 21,250,000 fully paid Class B performance shares to certain 333D Vendors, which will convert into 21,250,000 fully paid new shares in the Company (**‘Class B Performance Shares’**) upon 333D or any subsidiaries of 333D achieving aggregate gross revenue of \$8 million in the four years commencing on the day OZB is re-admitted to quotation on the ASX after re-compliance with Chapters 1 and 2 of the ASX Listing Rules;
- in consideration for facilitating the transaction under the Share Sale Agreement, the issue of the following securities under the Facilitation Offer and Advisory Option Offer:
 - 5,555,555 fully paid ordinary shares to be issued to Street, 5,555,555 fully paid ordinary shares to be issued to Taylor Collison and 5,555,555 fully paid ordinary shares to be issued to Trident, totalling 16,666,665 fully paid shares;
 - 125,000,000 options to Street, exercisable at \$0.020 per share and expiring 18 months after the completion of the transaction under the Share Sale Agreement (**‘Tranche 1 Advisory Options’**);
 - 62,500,000 options to Street, exercisable at \$0.024 per share and expiring 24 months after the completion of the transaction under the Share Sale Agreement (**‘Tranche 2 Advisory Options’**); and

- in consideration for facilitating the transaction under the Share Sale Agreement, the payment of \$50,000 cash to Street.

3. Directors' responsibility

The directors of OZB are responsible for the preparation and presentation of the Historical Financial Information and Pro Forma Historical Financial Information, including the selection and determination of pro forma adjustments made to the Historical Financial Information and included in the Pro Forma Historical Financial Information. This includes responsibility for such internal controls as the directors determine are necessary to enable the preparation of Historical Financial Information and Pro Forma Historical Financial Information are free from material misstatement, whether due to fraud or error.

4. Our responsibility

Our responsibility is to express limited assurance conclusions on the Historical Financial Information and the Pro Forma Historical Financial Information. We have conducted our engagement in accordance with the Standard on Assurance Engagement ASAE 3450 *Assurance Engagements involving Corporate Fundraisings and/or Prospective Financial Information*.

Our limited assurance procedures consisted of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A limited assurance engagement is substantially less in scope than an audit conducted in accordance with Australian Auditing Standards and consequently does not enable us to obtain reasonable assurance that we would become aware of all significant matters that might be identified in a reasonable assurance engagement. Accordingly, we do not express an audit opinion.

Our engagement did not involve updating or re-issuing any previously issued audit or limited assurance reports on any financial information used as a source of the financial information.

5. Conclusion

Historical Financial Information

Based on our limited assurance engagement, which is not an audit, nothing has come to our attention that causes us to believe that the Historical Financial Information, as described in the Appendices to this Report, and comprising:

- the historical Statements of Profit or Loss and Other Comprehensive Income for OZB for the year ended 30 June 2015;
- the historical Statements of Profit or Loss and Other Comprehensive Income for 333D for the period from 7 January 2015 (inception) to 30 June 2015; and
- the historical Statements of Financial Position of both OZB and 333D as at 30 June 2015.

is not presented fairly, in all material respects, in accordance with the stated basis of preparation, as described in Section 2 of this Report.

Pro Forma Historical Financial information

Based on our limited assurance engagement, which is not an audit, nothing has come to our attention that causes us to believe that the Pro Forma Historical Financial Information as described in the Appendices to this Report, and comprising:

- the pro forma historical Statement of Financial Position of OZB as at 30 June 2015.

is not presented fairly, in all material respects, in accordance with the stated basis of preparation, as described in Section 2 of this Report.

6. Subsequent Events

The pro forma historical Statement of Financial Position reflects the following events that have occurred subsequent to 30 June 2015:

- The Company has completed the Capital Consolidation on a 1 for 4 basis;
- Since 1 July 2015 to date, the Company has incurred approximately \$157,000 in legal fees, accounting fees and other professional fees relating to the Acquisition; and
- Since 1 July 2015 to date, 333D has repaid an amount of \$300,000 to OZB in relation to a loan previously provided by OZB.

Apart from the matters dealt with in this Report, and having regard to the scope of this Report and the information provided by the Directors, to the best of our knowledge and belief no other material transaction or event outside of the ordinary business of OZB or 333D not described above, has come to our attention that would require comment on, or adjustment to, the information referred to in our Report or that would cause such information to be misleading or deceptive.

7. Assumptions Adopted in Compiling the Pro-forma Statement of Financial Position

The pro forma historical Statement of Financial Position is shown in Appendix 2. This has been prepared based on the financial statements as at 30 June 2015, the subsequent events set out in Section 6, and the following transactions and events relating to the issue of Shares under this Prospectus:

- The Company will change its name from Oz Brewing Limited to 333D Limited;
- The issue of up to 250 million Shares at an offer price of \$0.02 each to raise up to \$5 million before costs based on the maximum subscription or the issue of 175 million Shares at an offer price of \$0.02 to raise \$3.5 million before costs based on the minimum subscription, pursuant to the Public Offer under the Prospectus;
- Costs of the Offer are estimated to be \$453,000 based on the maximum subscription or \$361,000 based on the minimum subscription. An amount of \$157,000 has previously been expensed as transaction costs, these amounts are considered costs relating to the issuing of new capital and are therefore offset against contributed equity;

- The issue of the following securities in consideration for the acquisition of all the shares in 333D:
 - 354,166,648 Shares pursuant to the Vendor Offer under the Prospectus; and
 - 27,500,000 Class A Performance Shares and 21,250,000 Class B Performance Shares pursuant to the Performance Share Offer under the Prospectus. Currently there are no reasonable grounds in which to assess the likelihood of the performance milestones being met, resulting in the conversion of the Class A and Class B Performance Shares. Therefore, no adjustments have been made to the pro-forma statement of financial position based on the issue of any Class A and Class B performance Shares;
- The issue of 16,666,665 Shares to the Convertible Noteholders in satisfaction of the outstanding balance of 196,000 in convertible notes, pursuant to the Convertible Note Offer under the Prospectus;
- The issue of a total of 16,666,665 Shares at a deemed issue price of \$0.02 each, pursuant to the Facilitation Offer under the Prospectus, as follows:
 - 5,555,555 Shares to Trident (or its nominees);
 - 5,555,555 Shares to Taylor Collison (or its nominees); and
 - 5,555,555 Shares to Street (or its nominees).
- The payment of the Facilitation Fee amount of \$50,000 to Street for services performed in relation to the Acquisition;
- The issue of a total of 187,500,000 Options, pursuant to the Advisory Option Offer, as follows:
 - 125,000,000 Tranche 1 Advisory Options to Street, exercisable at \$0.020 per share and expiring 18 months after the completion of the Acquisition; and
 - 62,500,000 Tranche 2 Advisory Options to Street, exercisable at \$0.024 per share and expiring 24 months after the completion of the Acquisition.

8. Independence

BDO is a member of BDO International Ltd. BDO does not have any interest in the outcome of the Offer other than in connection with the preparation of this Report, for which professional fees will be received.

9. Disclosures

This Report has been prepared, and included in the Prospectus, to provide investors with general information only and does not take into account the objectives, financial situation or needs of any specific investor. It is not intended to be a substitute for professional advice and potential investors should not make specific investment decisions in reliance on the information contained in this Report. Before acting or relying on any information, potential investors should consider whether it is appropriate for their objectives, financial situation or needs.

Without modifying our conclusions, we draw attention to Section 2 of this Report, which describes the purpose of the financial information, being for inclusion in the Prospectus. As a result, the financial information may not be suitable for use for another purpose.

BDO has consented to the inclusion of this Report in the Prospectus in the form and context in which it is included. At the date of this Report this consent has not been withdrawn. However, BDO has not authorised the issue of the Prospectus. Accordingly, BDO makes no representation regarding, and takes no responsibility for, any other statements or material in or omissions from the Prospectus.

Yours faithfully

BDO Corporate Finance (WA) Pty Ltd



Adam Myers

Director

APPENDIX 1

OZ BREWING LIMITED (TO BE RENAMED 333D LIMITED)

HISTORICAL STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

Statement of Profit or Loss and Other Comprehensive Income for Oz Brewing Limited		Audited for the year ended 30 June 2015
		\$
Other income		1,064
Directors' and company secretarial fees		(160,677)
Accounting and audit fees		(45,285)
Legal fees		(62,942)
Consultant fees		(18,475)
Bad Debts		(796)
Other expenses		(87,369)
Loss from continuing operations before income tax		(374,480)
Income tax expense		-
Loss from continuing operations after income tax		(374,480)
Total comprehensive loss for the period		(374,480)

Consolidated Statement of Profit or Loss and Other Comprehensive Income for 333D Pty Ltd		Audited for the period 7 January 2015 to 30 June 2015
		\$
Revenue		25,202
Employee benefits expense		(150,489)
Depreciation and amortisation expense		(5,859)
Auditor's remuneration		(20,000)
Accountancy expenses		(51,953)
Freight and cartage expense		(937)
Finance costs		(288)
Consultant		(113,814)
Other expenses		(157,223)
Loss before income tax		(475,361)
Income tax expense		(4,750)
Loss for the period		(480,111)

This above Statements of Profit or Loss and Other Comprehensive Income shows the historical financial performance of both the Company and 333D and is to be read in conjunction with the notes to and forming part of the Historical Financial Information set out in Appendix 3 and the prior year financial information set out in Appendix 4. Past performance is not a guide to future performance.

APPENDIX 2

OZ BREWING LIMITED (TO BE RENAMED 333D LIMITED)

PRO FORMA CONSOLIDATED STATEMENT OF FINANCIAL POSITION

		OZB	333D		Pro forma adjustments		Pro forma after offer	
		Audited as at	Audited as at	Subsequent	\$3.5 million	\$5 million	\$3.5 million	\$5 million
	Notes	30-Jun-15	30-Jun-15	events	\$	\$	\$	\$
CURRENT ASSETS								
Cash and cash equivalents [#]	2	29,908	211,097	(157,000)	3,089,000	4,497,000	3,173,005	4,581,005
Trade and other receivables		32,595	299,595	-	-	-	332,190	332,190
Other assets	3	430,000	352,123	(300,000)	-	-	482,123	482,123
TOTAL CURRENT ASSETS		492,503	862,815	(457,000)	3,089,000	4,497,000	3,987,318	5,395,318
NON CURRENT ASSETS								
Other financial assets		-	97,512	-	-	-	97,512	97,512
Property, plant & equipment		-	87,676	-	-	-	87,676	87,676
Deferred tax assets		-	323	-	-	-	323	323
Intangible assets		-	539,346	-	-	-	539,346	539,346
TOTAL NON CURRENT ASSETS		-	724,857	-	-	-	724,857	724,857
TOTAL ASSETS		492,503	1,587,672	(457,000)	3,089,000	4,497,000	4,712,175	6,120,175
CURRENT LIABILITIES								
Trade and other payables		63,377	647,715	-	-	-	711,092	711,092
Borrowings	4	196,000	539,942	(300,000)	(196,000)	(196,000)	239,942	239,942
Provisions		-	28,802	-	-	-	28,802	28,802
TOTAL CURRENT LIABILITIES		259,377	1,216,459	(300,000)	(196,000)	(196,000)	979,836	979,836
NON CURRENT LIABILITIES								
Deferred tax liabilities		-	323	-	-	-	323	323
TOTAL NON CURRENT LIABILITIES		-	323	-	-	-	323	323
TOTAL LIABILITIES		259,377	1,216,782	(300,000)	(196,000)	(196,000)	980,159	980,159
NET ASSETS		233,126	370,890	(157,000)	3,285,000	4,693,000	3,732,016	5,140,016
EQUITY								
Contributed equity	5	2,997,719	851,001	-	2,445,216	3,853,216	6,293,936	7,701,936
Reserves	6	130,762	-	-	1,475,488	1,475,488	1,606,250	1,606,250
Accumulated losses	7	(2,895,355)	(480,111)	(157,000)	(635,704)	(635,704)	(4,168,170)	(4,168,170)
TOTAL EQUITY		233,126	370,890	(157,000)	3,285,000	4,693,000	3,732,016	5,140,016

[#] The cash and cash equivalents balance above does not account for working capital spent during the period from 1 July 2015 until completion. From 1 July 2015 to the date of this Report, the Company and 333D have spent approximately \$614,000 on working capital of the Company and 333D and other expenses related to the Transaction and the Offer. The estimated working capital requirement for the Company and 333D combined until completion of the Offer is estimated to be approximately \$58,000 per month.

The Pro Forma Consolidated Statement of Financial Position after the Offer is as per the Consolidated Statement of Financial Position before the Offer adjusted for any subsequent events and the transactions relating to the issue of shares pursuant to this Prospectus. The Pro Forma Consolidated Statement of Financial Position is to be read in conjunction with the notes to and forming part of the Historical Financial Information set out in Appendix 3 and the prior year financial information set out in Appendix 4.

APPENDIX 3
OZ BREWING LIMITED (TO BE RENAMED 333D LIMITED)
NOTES TO AND FORMING PART OF THE HISTORICAL FINANCIAL INFORMATION

1. STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies adopted in the preparation of the historical financial information included in this Report have been set out below.

Basis of preparation of historical financial information

The Historical Financial Information has been prepared in accordance with the recognition and measurement, but not all the disclosure requirements of the Australian equivalents to International Financial Reporting Standards ('AIFRS'), other authoritative pronouncements of the Australian Accounting Standards Board, Australian Accounting Interpretations and the Corporations Act 2001 (Cth).

Going Concern

The Historical Financial Information has been prepared on a going concern basis, which contemplates the continuity of normal business activity and the realisation of assets and the settlement of liabilities in the normal course of business.

The ability of the Company to continue as a going concern is dependent on the success of the fundraising under the Prospectus. The Directors believe that the Company will continue as a going concern. As a result the financial information has been prepared on a going concern basis. However should the fundraising under the Prospectus be unsuccessful, the entity may not be able to continue as a going concern. No adjustments have been made relating to the recoverability and classification of liabilities that might be necessary should the Company not continue as a going concern.

Reporting Basis and Conventions

The report is also prepared on an accrual basis and is based on historic costs and does not take into account changing money values or, except where specifically stated, current valuations of non-current assets.

The following is a summary of the material accounting policies adopted by the company in the preparation of the financial report. The accounting policies have been consistently applied, unless otherwise stated.

a) Goodwill

Goodwill is carried at cost less any accumulated impairment losses.

The value of goodwill recognised on acquisition of each subsidiary in which the company holds a less than 100% interest will depend on the method adopted in measuring the non-controlling interest. The company can elect in most circumstances to measure the non-controlling interest in the acquiree either at fair value ('full goodwill method') or at the non-controlling interest's proportionate share of the subsidiary's identifiable net assets ('proportionate interest method'). In such circumstances, the company determines which method to adopt for each acquisition and this is stated in the respective notes to the financial statements disclosing the business combination.

Goodwill is tested for impairment annually and is allocated to the company's cash-generating units or groups of cash-generating units, which represent the lowest level at which goodwill is

monitored but where such level is not larger than an operating segment. Gains and losses on the disposal of an entity include the carrying amount of goodwill related to the entity sold.

b) Income tax

The income tax expense (income) for the year comprises current income tax expense (income) and deferred tax expense (income). Current income tax expense charged to the profit or loss is the tax payable on taxable income measured at the amounts expected to be paid to (recovered from) the relevant taxation authority.

Deferred income tax expense reflects movements in deferred tax asset and deferred tax liability balances during the year as well as unused tax losses.

Current and deferred income tax expense (income) is charged or credited directly to equity instead of profit or loss when the tax relates to items that are recognised outside profit or loss.

Except for business combinations, no deferred income tax is recognised from the initial recognition of an asset or liability where there is no effect on accounting or taxable profit or loss.

Deferred tax assets and liabilities are calculated at the tax rates that are expected to apply to the period when the asset is realised or the liability is settled and their measurement also reflects the manner in which management expects to recover or settle the carrying amount of the related asset or liability.

Deferred tax assets relating to temporary differences and unused tax losses are recognised only to the extent that it is probable that future taxable profit will be available against which the benefits of the deferred tax asset can be utilised.

Where temporary differences exist in relation to investments in subsidiaries, branches, associates and joint ventures, deferred tax assets and liabilities are not recognised where the timing of the reversal of the temporary difference can be controlled and it is not probable that the reversal will occur in the foreseeable future.

Current tax assets and liabilities are offset where a legally enforceable right of set-off exists and it is intended that net settlement or simultaneous realisation and settlement of the respective asset and liability will occur. Deferred tax assets and liabilities are offset where: (a) a legally enforceable right of set-off exists; and (b) the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on either the same taxable entity or different taxable entities where it is intended that net settlement or simultaneous realisation and settlement of the respective asset and liability will occur in future periods in which significant amounts of deferred tax assets or liabilities are expected to be recovered or settled.

c) Fair value of assets and liabilities

The Company measures some of its assets and liabilities at fair value on either a recurring or non-recurring basis, depending on the requirements of the applicable accounting standards.

Fair value is the price the Company would receive to sell an asset or would have to pay to transfer a liability in an orderly (i.e. unforced) transaction between independent, knowledgeable and willing market participants at the measurement date.

As fair value is a market-based measure, the closest equivalent observable market pricing information is used to determine fair value. Adjustments to market values may be made having regard to the characteristics of the specific asset or liability. The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data.

To the extent possible, market information is extracted from either the principal market for the asset or liability (ie the market with the greatest volume and level of activity for the asset or liability) or, in the absence of such a market, the most advantageous market available to the entity at the end of the reporting period (ie the market that maximises the receipts from the sale of the asset or minimises the payments made to transfer the liability, after taking into account transaction costs and transport costs).

For non-financial assets, the fair value measurement also takes into account a market participant's ability to use the asset in its highest and best use or to sell it to another market participant that would use the asset in its highest and best use.

The fair value of liabilities and the entity's own equity instruments (excluding those related to share-based payment arrangements) may be valued, where there is no observable market price in relation to the transfer of such financial instruments, by reference to observable market information where such instruments are held as assets. Where this information is not available, other valuation techniques are adopted and, where significant, are detailed in the respective note to the financial statements.

d) Property, plant and equipment

Each class of property, plant and equipment is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

Plant and equipment

Plant and equipment are measured on the cost basis and are therefore carried at cost less accumulated depreciation and any accumulated impairment. In the event the carrying amount of plant and equipment is greater than the estimated recoverable amount, the carrying amount is written down immediately to the estimated recoverable amount. A formal assessment of recoverable amount is made when impairment indicators are present.

The cost of fixed assets constructed within the company includes the cost of materials, direct labour, borrowing costs and an appropriate proportion of fixed and variable overheads.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the entity and the cost of the item can be measured reliably. All other repairs and maintenance are charged to profit or loss during the financial period in which they are incurred.

Depreciation

The depreciable amount of all fixed assets, including building and capitalised lease assets but excluding freehold land, is depreciated on a straight-line basis over the asset's useful life to the entity commencing from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful lives of the improvements.

The depreciation rates used for each class of depreciable assets are:

<i>Class of Fixed Asset</i>	<i>Depreciation Rate</i>
Plant and equipment	15-30%

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period. An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains or losses are recognised in profit or loss when the item is derecognised. When revalued assets are sold, amounts included in the revaluation surplus relating to that asset are transferred to retained earnings.

e) Leases

Leases of fixed assets, where substantially all the risks and benefits incidental to the ownership of the asset (but not the legal ownership) are transferred to the company, are classified as finance leases.

Finance leases are capitalised by recognising an asset and a liability at the lower of the amounts equal to the fair value of the leased property or the present value of the minimum lease payments, including any guaranteed residual values. Lease payments are allocated between the reduction of the lease liability and the lease interest expense for the period.

Leased assets are depreciated on a straight-line basis over their estimated useful lives where it is likely that the company will obtain ownership of the asset, or over the term of the lease. Lease payments for operating leases, where substantially all the risks and benefits remain with the lessor, are recognised as expenses in the periods in which they are incurred. Lease incentives under operating leases are recognised as a liability and amortised on a straight-line basis over the life of the lease term.

f) Financial instruments

Initial recognition and measurement

Financial assets and financial liabilities are recognised when the entity becomes a party to the contractual provisions to the instrument. For financial assets, this is equivalent to the date that the company commits itself to either purchase or sell the asset (ie trade date accounting is adopted).

Financial instruments are initially measured at fair value plus transactions costs except where the instrument is classified "at fair value through profit or loss", in which case transaction costs are recognised as expenses in profit or loss immediately.

Classification and subsequent measurement

Financial instruments are subsequently measured at fair value, amortised cost using the effective interest method, or cost. Where available, quoted prices in an active market are used to determine fair value. In other circumstances, valuation techniques are adopted.

Amortised cost is calculated as the amount at which the financial asset or financial liability is measured at initial recognition less principal repayments and any reduction for impairment, and adjusted for any cumulative amortisation of the difference between that initial amount and the maturity amount calculated using the effective interest method.

The effective interest method is used to allocate interest income or interest expense over the relevant period and is equivalent to the rate that exactly discounts estimated future cash payments or receipts (including fees, transaction costs and other premiums or discounts) through the expected life (or when this cannot be reliably predicted, the contractual term) of the financial instrument to the net carrying amount of the financial asset or financial liability.

Revisions to expected future net cash flows will necessitate an adjustment to the carrying amount with a consequential recognition of an income or expense item in profit or loss.

The Company does not designate any interests in subsidiaries, associates or joint venture entities as being subject to the requirements of Accounting Standards specifically applicable to financial instruments.

i. Financial assets at fair value through profit or loss

Financial assets are classified at “fair value through profit or loss” when they are held for trading for the purpose of short-term profit taking, derivatives not held for hedging purposes, or when they are designated as such to avoid an accounting mismatch or to enable performance evaluation where a group of financial assets is managed by key management personnel on a fair value basis in accordance with a documented risk management or investment strategy. Such assets are subsequently measured at fair value with changes in carrying amount being included in profit or loss.

ii. Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss through the amortisation process and when the financial asset is derecognised.

iii. Held-to-maturity investments

Held-to-maturity investments are non-derivative financial assets that have fixed maturities and fixed or determinable payments, and it is the company’s intention to hold these investments to maturity. They are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss through the amortisation process and when the financial asset is derecognised.

iv. Available-for-sale investments

Available-for-sale investments are non-derivative financial assets that are either not capable of being classified into other categories of financial assets due to their nature or they are designated as such by management. They comprise investments in the equity of other entities where there is neither a fixed maturity nor fixed or determinable payments.

They are subsequently measured at fair value with any remeasurements other than impairment losses and foreign exchange gains and losses recognised in other comprehensive income. When the financial asset is derecognised, the cumulative gain or loss pertaining to that asset previously recognised in other comprehensive income is reclassified into profit or loss.

Available-for-sale financial assets are classified as non-current assets when they are not expected to be sold within 12 months after the end of the reporting period. All other available-for-sale financial assets are classified as current assets.

g) Impairment of assets

At the end of each reporting period, the company assesses whether there is any indication that an asset may be impaired. The assessment will include considering external sources of information and internal sources of information, including dividends received from subsidiaries, associates or jointly controlled entities deemed to be out of pre-acquisition profits. If such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset’s fair value less costs of disposal and value in use, to the asset’s carrying amount. Any excess of the asset’s carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another Standard (eg in accordance with the revaluation model in AASB 116 Property, Plant and Equipment). Any impairment loss of a revalued asset is treated as a revaluation decrease in accordance with that other Standard.

Where it is not possible to estimate the recoverable amount of an individual asset, the Company estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Impairment testing is performed annually for goodwill and intangible assets with indefinite lives.

h) Employee benefits

Short-term employee benefits

Provision is made for the Company's obligation for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Company's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the statement of financial position.

Other long term employee benefits

Provision is made for employees' long service leave and annual leave entitlements not expected to be settled wholly within 12 months after the end of the annual reporting period in which the employees render the related service. Other long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Upon the remeasurement of obligations for other long-term employee benefits, the net change in the obligation is recognised in profit or loss as a part of employee benefits expense.

The company's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the company does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

i) Provisions

Provisions are recognised when the Company has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions are measured at the best estimate of the amounts required to settle the obligation at the end of the reporting period.

j) Cash and cash equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities on the statement of financial position.

k) Revenue and other income

Revenue is measured at the fair value of the consideration received or receivable after taking into account any trade discounts and volume rebates allowed. Any consideration deferred is treated as the provision of finance and is discounted at a rate of interest that is generally

accepted in the market for similar arrangements. The difference between the amount initially recognised and the amount ultimately received is interest revenue.

Revenue from the sale of goods is recognised at the point of delivery as this corresponds to the transfer of significant risks and rewards of ownership of the goods and the cessation of all involvement by the company in those goods.

Interest revenue is recognised using the effective interest method, which, for floating rate financial assets is the rate inherent in the instrument.

All dividends received shall be recognised as revenue when the right to receive the dividend has been established except for dividends received from associates, which are accounted for in accordance with the equity method of accounting.

Revenue recognition relating to the provision of services is determined with reference to the stage of completion of the transaction at the end of the reporting period and where outcome of the contract can be estimated reliably. Stage of completion is determined with reference to the services performed to date as a percentage of total anticipated services to be performed. Where the outcome cannot be estimated reliably, revenue is recognised only to the extent that related expenditure is recoverable.

Investment property revenue is recognised on a straight-line basis over the period of the lease term so as to reflect a constant periodic rate of return on the net investment.

All revenue is stated net of the amount of goods and services tax.

l) Trade and other receivables

Trade and other receivables include amounts due from customers for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

Trade and other receivables are initially recognised at fair value and subsequently measured at amortised cost using the effective interest method, less any provision for impairment.

m) Trade and other payables

Trade and other payables represent the liabilities for goods and services received by the entity that remain unpaid at the end of the reporting period. The balance is recognised as a current liability with the amounts normally paid within 30 days of recognition of the liability.

n) Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of assets that necessarily take a substantial period of time to prepare for their intended use or sale are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale.

All other borrowing costs are recognised in profit or loss in the period in which they are incurred.

o) Goods and services tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office ('ATO').

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or payables in the statement of financial position.

p) Accounting estimates and judgements

In the process of applying the accounting policies, management has made certain judgements or estimations which have an effect on the amounts recognised in the financial information.

The carrying amounts of certain assets and liabilities are often determined based on estimates and assumptions of future events. The key estimates and assumptions that have a significant risk causing a material adjustment to the carrying amounts of certain assets and liabilities within the next annual reporting period are:

Impairment of goodwill

The Company determines whether goodwill is impaired at least on an annual basis. This requires an estimation of the recoverable amount of the cash-generating units, using a value in use discounted cash flow methodology, to which the goodwill is allocated. The assumptions used in this estimation of recoverable amount and the carrying amount of goodwill are assessed by the Company. If any of these estimates were to significantly change, it may have a material impact on the reported amount of goodwill.

Recoverability of deferred tax assets

Deferred tax assets are recognised for deductible temporary differences which the Directors consider probable that future taxable profits will be available to utilise those temporary differences.

Valuation of share based payment transactions

The valuation of share-based payment transactions is measured by reference to the fair value of the equity instruments at the date at which they are granted. The fair value is determined using the Black Scholes model taking into account the terms and conditions upon which the instruments were granted.

Convertible notes

The component of the convertible notes that exhibits characteristics of a liability is recognised as a liability in the statement of financial position, net of transaction costs. On the issue of the convertible notes the fair value of the liability component is determined using a market rate for an equivalent non-convertible bond and this amount is carried as a liability on the amortised cost basis until extinguished on conversion or redemption.

	Audited 30-Jun-15	Pro forma after Offer	
	\$	\$3.5 million	\$5 million
NOTE 2. CASH AND CASH EQUIVALENTS	\$	\$	\$
Cash and cash equivalents [#]	29,908	3,173,005	4,581,005
Audited balance of OZB at 30 June 2015		29,908	29,908
Audited balance of 333D at 30 June 2015		211,097	211,097
<i>Subsequent events:</i>			
Payment of transaction costs associated with the Acquisition		(157,000)	(157,000)
		(157,000)	(157,000)
<i>Pro-forma adjustments:</i>			
Proceeds from shares issued under the Offer		3,500,000	5,000,000
Capital raising costs		(361,000)	(453,000)
Payment of Facilitation Fee		(50,000)	(50,000)
		3,089,000	4,497,000
Pro-forma Balance [#]		3,173,005	4,581,005

[#] The cash and cash equivalents balance above does not account for working capital spent during the period from 1 July 2015 until completion. From 1 July 2015 to the date of this Report, the Company and 333D have spent approximately \$614,000 on working capital of the Company and 333D and other expenses related to the Transaction and the Offer. The estimated working capital requirement for the Company and 333D combined until completion of the Offer is estimated to be approximately \$58,000 per month.

	Audited 30-Jun-15	Pro forma after Offer
NOTE 3. OTHER ASSETS	\$	\$
Other assets	430,000	482,123
Audited balance of OZB at 30 June 2015		430,000
Audited balance of 333D at 30 June 2015		352,123
<i>Subsequent events:</i>		
Repayment of loan to OZB from 333D		(300,000)
		(300,000)
Pro-forma Balance		482,123

	Audited 30-Jun-15 \$	Pro forma after Offer \$
NOTE 4. BORROWINGS		
Borrowings	196,000	239,942
Audited balance of OZB at 30 June 2015		196,000
Audited balance of 333D at 30 June 2015		539,942
<i>Subsequent events:</i>		
Repayment of loan to OZB from 333D		(300,000)
		(300,000)
<i>Pro-forma adjustments:</i>		
Shares issued under the Convertible Note Offer		(196,000)
		(196,000)
Pro-forma Balance		239,942

	Audited 30-Jun-15	Pro forma after Offer		
		\$3.5 million	\$5 million	
NOTE 5. CONTRIBUTED EQUITY	\$	\$	\$	
Contributed equity	2,997,719	6,293,936	7,701,936	
	Number of shares (min)	Number of shares (max)	\$	\$
Fully paid ordinary share capital of OZB*	171,476,196	171,476,196	2,997,719	2,997,719
Fully paid ordinary share capital of 333D	-	-	851,001	851,001
Pro-forma adjustments:				
Proceeds from shares issued under the Offer	175,000,000	250,000,000	3,500,000	5,000,000
Capital raising costs	-	-	(361,000)	(453,000)
Shares issued under the Vendor Offer	354,166,648	354,166,648	1,774,602	1,774,602
Elimination of OZB contributed equity on Acquisition	-	-	(2,997,719)	(2,997,719)
Shares issued under the Convertible Note Offer	16,666,665	16,666,665	196,000	196,000
Shares issued under the Facilitation Offer	16,666,665	16,666,665	333,333	333,333
	562,499,978	637,499,978	2,445,216	3,853,216
Pro-forma Balance	733,976,174	808,976,174	6,293,936	7,701,936

*Number of shares are shown on a post Capital Consolidation basis

Following the Offer, the Company will also have the following Performance Rights on issue:

Performance Shares on issue following the Offer	Number
Class A Performance Shares	27,500,000
Class B Performance Shares	21,250,000
Total Performance Shares on issue following the Offer	48,750,000

Refer Section 2 of this Report for the conversion milestones for each Class

	Audited 30-Jun-15	Pro forma after Offer
NOTE 6. RESERVES	\$	\$
Reserves	130,762	1,606,250
Audited balance of OZB at 30 June 2015		130,762
Audited balance of 333D at 30 June 2015		-
<i>Pro-forma adjustments:</i>		
Elimination of OZB reserves on Acquisition		(130,762)
Issue of Tranche 1 Advisory Options		1,062,500
Issue of Tranche 2 Advisory Options		543,750
		1,475,488
Pro-forma Balance		1,606,250

Using the Black-Scholes option valuation methodology the fair value of the Advisor Options to be issued has been calculated. The following inputs were used:

Advisory Options to be issued	Tranche 1	Tranche 2
Number of options	125,000,000	62,500,000
Underlying share price	\$ 0.020	\$ 0.020
Exercise price	\$ 0.020	\$ 0.024
Expected volatility	90%	90%
Expiry date (years)	1.5	2
Expected dividends	Nil	Nil
Risk free rate	1.79%	1.79%
Value per Option	\$ 0.0085	\$ 0.0087

	Audited 30-Jun-15	Pro forma after Offer
NOTE 7. ACCUMULATED LOSSES	\$	\$
Accumulated losses	(2,895,355)	(4,168,170)
Audited balance of OZB at 30 June 2015		(2,895,355)
Audited balance of 333D at 30 June 2015		(480,111)
<i>Subsequent events:</i>		
Payment of transaction costs associated with the Acquisition		(157,000)
		(157,000)
<i>Pro-forma adjustments:</i>		
Elimination of OZB accumulated losses on Acquisition		2,895,355
Amount recognised as share based payment on Acquisition		(1,541,476)
Shares issued under the Facilitation Offer		(333,333)
Payment of Facilitation Fee		(50,000)
Issue of Tranche 1 Advisory Options		(1,062,500)
Issue of Tranche 2 Advisory Options		(543,750)
		(635,704)
Pro-forma Balance		(4,168,170)

NOTE 8: ACQUISITION ACCOUNTING**Provisional accounting for the Acquisition**

A summary of the details with respect to the Acquisition as included in our Report is set out below. These details have been determined for the purpose of the pro-forma adjustments as at 30 June 2015, and will require re-determination based on the identifiable assets and liabilities as at the successful acquisition date, which may result in changes to the value as disclosed below.

Under the acquisition, OZB acquires all the shares in 333D by issuing a total of 354,166,648 Ordinary Shares to the 333D Vendors and 27,500,000 Class A Performance Shares and 21,250,000 Class B Performance Shares which will convert to Ordinary Shares when certain milestones are met (as disclosed in Section 2).

The 333D Vendors will obtain a controlling interest in OZB, equating to a controlling interest in the combined entity following the Acquisition. 333D has thus been deemed the acquirer for accounting purposes as its shareholders will own approximately 67.38% (354,166,648 / 525,642,917) of the consolidated entity (prior to the shares issued in relation to the Offers and conversion of any Performance Shares). The acquisition of 333D by OZB is not deemed to be a business combination, as OZB is not considered to be a business under *AASB 3 Business Combinations*.

As such the consolidation of these two companies is on the basis of the continuation of 333D with no fair value adjustments, whereby 333D is deemed to be the accounting parent. Therefore the most appropriate treatment for the transaction is to account for it under *AASB 2 Share Based Payments*, whereby 333D is deemed to have issued shares to OZB shareholders in exchange for the net assets held by OZB.

In this instance, the value of the OZB shares provided has been determined as the notional number of equity instruments that the shareholders of 333D would have had to issue to OZB to give the owners of OZB the same percentage ownership in the combined entity. We have deemed this to be \$1,774,602.

The pre-acquisition equity balances of OZB are eliminated against this increase in Share Capital upon consolidation and the balance is deemed to be the amount paid for the ASX listing status of OZB, being \$1,541,476, and is treated as a share based payment.

The net assets acquired, and the amount recognised as an ASX listing expense, are as follows:

	Acquiree's carrying amount before Acquisition (\$)
NOTE 8. PROVISIONAL ACCOUNTING FOR THE ACQUISITION	
Net assets acquired:	
Cash and cash equivalents	29,908
Trade and other receivables	32,595
Other assets	430,000
Trade and other payables	(63,377)
Borrowings	(196,000)
Adjusted net assets of OZB prior to Acquisition	233,126
Fair value of consideration for Acquisition	1,774,602
Total OZB net assets acquired	233,126
Amount recognised as ASX listing expense upon Acquisition	1,541,476

NOTE 9: RELATED PARTY DISCLOSURES

Transactions with Related Parties and Directors Interests are disclosed in the Prospectus.

NOTE 10: COMMITMENTS AND CONTINGENCIES

At the date of the report no other material commitments or contingent liabilities exist that we are aware of, other than those disclosed in the Prospectus.

NOTE 11: HISTORICAL FINANCIAL INFORMATION

As 333D was incorporated on 7 January 2015 we have included the most recent statement of financial position, audited as at 30 June 2015 as detailed in column 2 of Appendix 2 and the most recent statement of profit or loss and other comprehensive income, audited for the period 7 January 2015 to 30 June 2015.

We consider that this financial information provides sufficient detail of the historical financial information of 333D.

6. RISK FACTORS

As with any share investment, there are risks involved. This Section identifies the major areas of risk associated with an investment in the Company, but should not be taken as an exhaustive list of the risk factors to which the Company and its Shareholders are exposed. Potential investors should read the entire Prospectus and consult their professional advisers before deciding whether to apply for Shares.

6.1 Specific risks

(a) Commercialisation risk

333D is now in the process of commercialising its products, and will look to do this by commercialising and integrating its 3D printing technology into Australian industry. There is a risk that 333D will not be able to successfully commercialise its 3D products by being unable to attract sufficient customers.

(b) Competition and new technologies

The industry in which 333D is involved is subject to increasing domestic and global competition which is fast-paced and fast-changing. While 333D will undertake all reasonable due diligence in its business decisions and operations, 333D will have no influence or control over the activities or actions of its competitors, whose activities or actions may positively, or negatively affect the operating and financial performance of 333D's business. For instance, new technologies could overtake the advancements made by 333D's products. In that case, 333D's revenues and profitability could be adversely affected. In addition, the technology from 3DI is only one of many potential 3D printing technologies and is limited in its potential applications – that is, it cannot be used with certain materials. Due to the disparities in the capabilities in the different printing technologies, it may be that no single technology will become dominant in the marketplace.

(c) Scalability of 3D printer production

3D printing is limited in its scalability, which limits its application in some industries and it is a limitation inherent to the technology. Speed of production will only come from improvements in printing materials and increases in the speed of printers.

(d) New graphene based materials developments

Currently, there are no known producers of graphene based 3D printing materials and, although commercial R&D has been undertaken in the field, R&D carries inherent risk as to its eventual technical outcomes and commercial viability. While this risk can be mediated through the R&D process, eventual success cannot be guaranteed.

(e) Competitive marketplace

Competition in the 3D printing market space is dominated by a small number of larger businesses with a large number of newer, small market entrants. Intellectual property owners have previously dominated the market space through control of key patents. As patents expire, this barrier falls and more companies and end-user open source movements will enter the market intensifying competition.

(f) **Research and collaboration agreements**

333D is highly likely to require the use of external expertise to undertake development of graphene based 3D printing materials. The Company will need to carefully manage the issue of background intellectual property rights and any sharing of intellectual property as a result of R&D collaborations.

(g) **Special reputational risks**

333D operates in a fast-changing environment, and negative publicity can spread quickly, whether true or false. Negative comments by disgruntled customers about 333D may have a disproportionate effect on 333D's reputation and its ability to earn revenues and profits. Additionally, complaints by such customers can lead to additional regulatory scrutiny and a consequential increase compliance burden in responding to regulatory inquiries. This could negatively impact on 333D's profitability.

(h) **Limited trading history**

The business of 333D is yet to be fully commercialised and the bulk of its revenues to-date have been as a result of services provided by the 3D printing service bureau and the sale of printers and/or built for specific customer purpose hybrid machinery. Further, 333D's efforts in the past have been significantly focused towards the research and development of its product. There is therefore greater uncertainty in relation to the business of 333D and investors should consider 333D's prospects in light of its limited financial history. In addition, there is no guarantee that 333D will be able to successfully commercialise its products and if it is unable to do so, it will not be able to realise revenues in the future.

(i) **Reliance on key personnel**

The recent development of the business of 333D has been in large part due to the talent, effort, experience and leadership of its senior management team, in particular the leadership of 333D Directors and management, Frank Pertile, Dejan Popovski and John Conidi. Although 333D has entered into service contracts with Messrs Pertile, Popovski and Conidi, there is no assurance that such contracts will not be terminated or will be renewed on the expiry of their term. In addition, there is no assurance that Messrs Pertile, Popovski and Conidi will remain healthy and able to continue in their current roles. If any of those contracts were terminated or breached, or if the relevant employees were no longer to continue in their current roles, 333D would need to employ alternative staff, and 333D's operations and business could be adversely affected.

(j) **Customer service risk**

Customers may need to engage with 333D's customer service personnel in certain circumstances. For instance, if a customer has a question about the services or products provided by 333D, or if there is a dispute between a customer and 333D. 333D needs to recruit and retain staff with interpersonal skills sufficient to respond appropriately to customer services requests. Poor customer service experiences may result in the loss of customers. If 333D loses key customer service personnel, or fails to provide adequate training and resources for customer service personnel, this could lead to adverse publicity, litigation, regulatory inquiries and/or a decrease in customers, all of which may negatively impact on 333D's revenue.

(k) **Risks associated with the regulatory environment**

333D's operating entities are based in Australia and are subject to Australian laws and regulations. For example, 333D is required to comply with the *Therapeutic Goods Act 1989* (Cth). Users, competitors, members of the general public or regulators could allege breaches of the legislation. This could result in remedial action or litigation, which could potentially lead to 333D being required to pay compensation or a fine.

333D's operations may become subject to regulatory requirements, such as licensing and reporting obligations, which would increase the costs and resources associated with its regulatory compliance. Any such increase in the costs and resources associated with regulatory compliance, could impact upon 333D's profitability. In addition, if regulators took the view that 333D had failed to comply with regulatory requirements, this could lead to enforcement action resulting in public warnings, infringement notices or the imposition of a pecuniary penalty. This could lead to significant reputational damage to 333D and a consequent impact upon its revenue.

(l) **Liquidity and dilution risk**

There are currently 171,476,196 Shares on issue (on a post-Consolidation basis) with between 23.84% and 30.90% of the total Shares on issue following requotation of the Company's shares being offered to the public pursuant to this Prospectus (assuming that no Performance Shares convert into Shares and no Advisory Options are exercised). Upon Recompliance, a significant portion of the Shares on issue will be subject to escrow restrictions imposed by the ASX Listing Rules. Some investors may consider there to be an increased liquidity risk if a large portion of the issued capital of the Company is unable to be traded freely for a period of up to 24 months.

If the Performance Shares do not convert into Shares and the Advisory Options are not exercised, then the total number of Shares on issue, after the Consolidation, will be between 733,976,174 Shares (if \$3,500,000 is raised from the Public Offer), and 808,976,174 Shares (if \$5,000,000 is raised from the Public Offer). This assumes that no further Shares are issued.

If the Class A Performance Shares convert into Shares upon the Class A Performance Share Milestone being achieved, then, after the Consolidation, the total number of Shares on issue will be between 761,476,174 Shares (if \$3,500,000 is raised from the Public Offer), and 836,476,174 Shares (if \$5,000,000 is raised from the Public Offer). This assumes that the Class B Performance Shares do not convert into Shares, no Advisory Options are exercised and no further Shares are issued.

If the Class A Performance Shares and the Class B Performance Shares convert into Shares upon all the Performance Share Milestone being achieved, then the total number of Shares on issue, after the Consolidation, will be between 782,726,174 New Shares (if \$3,500,000 is raised from the Public Offer), and 857,726,174 Shares (if \$5,000,000 is raised from the Public Offer). This assumes that no Advisory Options are exercised and no further Shares are issued.

If all of the Performance Shares convert into Shares and the Advisory Options are also exercised, then the total number of Shares on issue, after the Consolidation,

will be between approximately 970,226,247 Shares (if \$3,500,000 is raised from the Public Offer), and 1,045,226,247 Shares (if \$5,000,000 is raised from the Public Offer). This assumes that no further Shares are issued.

(m) **Future capital needs**

Further funding may be required by 333D to support its ongoing activities and operations. There can be no assurance that such funding will be available on satisfactory terms or at all. Any inability to obtain funding will adversely affect the business and financial condition of 333D and consequently its performance. Any additional equity financing may be dilutive to Shareholdings.

(n) **Liability claims**

333D may be exposed to liability claims if its services are provided in fault and/or cause harm to its customers. As a result, 333D may have to expend significant financial and managerial resources to defend such claims. If a successful claim is made against 333D, 333D may be fined or sanctioned and its reputation and brand may be negatively impacted, which could adversely affect its business prospects, financial condition and results of operation.

(o) **Claim by former director**

The directors of 333D and 3DI have advised the Company that, given the recent history of 333D, and particularly the DoCA process, there is a risk that a former director and founder of 3DG and 3DI may make a claim against 333D, 3DI or one or more of their directors in relation to the conduct or affairs of 3DI. The directors of 333D and 3DI have represented to the Company that they do not consider that there is a sound basis for any such claim and any such claim would be defended accordingly. In any event, the directors of 333D and 3DI have further represented to the Company that they do not consider it likely that any such claim would be material to the Company.

(p) **Insurance coverage**

333D faces various risks in connection with its business and may lack adequate insurance coverage or may not have the relevant insurance coverage. 333D maintains insurance coverage for its employees (as required by law in Australia), however, 333D does not maintain product liability insurance, business interruption insurance or third-party liability insurance against claims for property damage or other liabilities. If 333D incurs substantial losses or liabilities and its insurance coverage is unavailable or inadequate to cover such losses or liabilities, its financial position may be adversely affected.

6.2 General Risks

(a) **Investment risk**

The Shares to be issued pursuant to this Prospectus should be considered speculative. They carry no guarantee as to payment of dividends, return of capital or the market value of the Shares. The prices at which an investor may be able to trade the Shares may be above or below the Offer Price paid for the Shares. While the Directors recommend the Public Offer and the Priority Offer, prospective

investors must make their own assessment of the likely risks and determine whether an investment in the Company is appropriate to their own circumstances.

(b) Share market

Share market conditions may affect the value of the Company's securities regardless of the Company's operating performance. Share market conditions are affected by many factors including, but not limited to, the following:

- (i) general economic outlook;
- (ii) interest rates and inflation rates;
- (iii) currency fluctuations;
- (iv) changes in investor sentiment toward particular market sectors;
- (v) the demand for, and supply of, capital;
- (vi) terrorism or other hostilities; and
- (vii) other factors beyond the control of the Company.

(c) Economic and government risks

The future viability of the Company and 333D is also dependent on a number of other factors affecting performance of all industries and not just the technology industry including, but not limited to:

- (i) general economic conditions in jurisdictions in which the Company operates;
- (ii) changes in government policies, taxation and other laws in jurisdictions in which the Company operates;
- (iii) the strength of the equity and share markets in Australia and throughout the world, and in particular investor sentiment towards the technology sector;
- (iv) movement in, or outlook on, interest rates and inflation rates in jurisdictions in which the Company operates; and
- (v) natural disasters, social upheaval or war in jurisdictions in which the Company operates.

(d) Taxation

The acquisition and disposal of Shares will have tax consequences, which will differ depending on the individual financial affairs of each investor. All potential investors in the Company are urged to obtain independent financial advice about the consequences of acquiring Shares from a taxation point of view and generally.

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

7. DIRECTORS, KEY MANAGEMENT AND CORPORATE GOVERNANCE

7.1 Board of Directors

In accordance with the terms of the Share Sale Agreement and with effect from completion of the Proposed Acquisition, Mr Joe Graziano will retire as a Director of the Company and a nominee of 333D, Mr Frank Pertile, will be appointed as the Managing Director of the Company. In addition, Mr David Wheeler will remain as a non-executive Director and the chairman of the Company and Mr John Conidi will remain as a non-executive Director.

Upon completion of the Proposed Acquisition, the new Board of the Company will therefore comprise:

- Mr David Wheeler (Non-Executive Chairman);
- Mr John Conidi (Non-Executive Director); and
- Mr Frank Pertile (Managing Director).

7.2 Director profiles for the Existing Board

Details of the Directors comprising the Board upon until completion of the Proposed Acquisition are set out below.

Mr David Wheeler Non-Executive Chairman

Mr Wheeler has more than 30 years of executive management experience, through general management, CEO and managing director roles across a range of companies and industries.

He has worked on business projects in the USA, UK, Europe, New Zealand, China, Malaysia, and the Middle East (Iran). David has been a Fellow of the Australian Institute of Company Directors since 1990. He has experience on public and private company boards and currently serves as a non-executive Chairman of ASX-listed TW Holdings Ltd and Castillo Copper Ltd and is also a non-executive director of Premiere Eastern Energy Ltd, Antares Mining Ltd and Eumeralla Resources Ltd.

Mr Joe Graziano Non-Executive Director

Mr Graziano has 23 years' experience providing a wide range of business, financial and taxation advice to small cap unlisted and listed public companies and privately-owned businesses in Western Australia's resource-driven industries, particularly mining, banking and finance, professional services and logistics.

He has the knowledge and experience in corporate advisory and strategic planning in relation to corporations and private businesses going through a growth phase, and restructuring those businesses to assist with the next phase of their growth strategy and currently serves as a non-executive director of ASX-listed Kin Mining NL, Lithex Resources Limited and Castillo Copper Limited.

Mr John Conidi
Non-Executive Director

Mr Conidi graduated in 1995 with a Bachelor of Commerce degree from Royal Melbourne Institute of Technology. He is a FCPA and is managing director and co-founder of the ASX listed company, Capitol Health Limited (CAJ.ASX).

Mr Conidi has over 14 years of experience in developing, acquiring and managing businesses in the healthcare industry with a focus on diagnostic imaging. His role in strategy, management and business development has driven the expansion of Capitol Health Limited. His clear and focused plan centred on technology has resulted in vast benefits in productivity and service delivery generating increased profitability and shareholder prosperity.

Mr Conidi is a Non-Executive Director of Kibaran Resources Ltd (KNL.ASX), a Non-Executive Director of Total Face Group Ltd (TFG.ASX), a Director and Chairman of 333D Pty Ltd, the sole Director and Secretary of 3DI, a Director of 3D Graphtech and a Director and Secretary of 3DG.

7.3 Director profiles for the Proposed Board

Details of the Directors who will comprise the Board upon completion of the Proposed Acquisition are set out below.

Mr David Wheeler
Non-Executive Chairman

Please refer to paragraph 7.2 above for Mr Wheeler's profile.

Mr John Conidi
Non-Executive Director

Please refer to paragraph 7.2 above for Mr Conidi's profile.

Mr Frank Pertile
Managing Director

Mr Frank Pertile is a director and owner of a privately-held investment company that holds investments across property, listed and unlisted companies. Mr Pertile is Managing Director of 333D Pty Ltd and a Non-Executive Director of 3D Medical Limited, an ASX listed company focused on applying new and novel technologies that leverage 3D volumetric data captured in the medical and healthcare sector. Mr Pertile is also a Director and Secretary of 3D Graphtech and a Director of 3DG.

Mr Pertile previously held positions with ASX-listed wealth management companies in both client-facing and head office operational roles. Mr Pertile has undertaken studies in Applied Finance and is a Fellow of the Financial Services Institute of Australasia.

7.4 Key management

The following persons will comprise the key management personnel of the Company upon completion of the Proposed Acquisition.

Mr Frank Pertile
Managing Director

Please refer to paragraph 7.3 above for Mr Pertile's profile.

A summary of Mr Pertile's employment agreements are set out in Sections 8.2(i) and 8.3(e).

Mr Dejan Popovski
Production Engineer

Mr Popovski has extensive experience in the engineering sector, having both worked for, and owner-operated, engineering companies in Australia servicing the building industry.

Over recent years his focus became the evolving and quickly developing 3D printing sector and subsequently designed and built a prototype Fused Filament Fabrication (FFF) printer out of his Melbourne base that was, at the time, one of the largest FFF printers built.

It is this prototype that Mr Popovski, along with the 333D team, have iterated and developed into the range of printers that now form the 333D range of large format industrial printers as well as 333D's custom printer build offering.

Mr Popovski has undergone extensive training in the use of laser 3D printing systems which are key offerings in the 333D printing service bureau.

A summary of Mr Popovski's employment agreement is set out in Section 8.2(j)

7.5 Directors' interests

Other than as disclosed in this Prospectus, no Existing Director or Proposed Director holds at the date of this Prospectus or held at any time during the last 2 years, any interest in:

- the formation or promotion of the Company;
- property acquired or proposed to be acquired by the Company in connection with its formation or promotion, or the Offers; and
- the Offers.

Further, other than as disclosed in this Prospectus, the Company has not paid any amount or provided any benefit, or agreed to do so, to any Existing Director or Proposed Director, either to induce that individual to become, or to qualify them as a Director, or otherwise, for services rendered by them in connection with the formation or promotion of the Company or the Offers.

7.6 Directors' security holdings

Directors are not required to hold any Shares under the Constitution.

Set out in the table below are details of the anticipated relevant interests of the Existing Directors and Proposed Directors in the Shares of the Company upon completion of the Offers.

Name of Existing Director	Number of Shares held (directly or indirectly) on a post-Consolidation basis	Percentage interest in Shares on a post-Consolidation basis
Mr David Wheeler	2,836,108 ²	1.65%
Mr Joe Graziano	2,539,679 ³	1.48%
Mr John Conidi	0	0.00%
TOTAL⁴	3,264,679	1.90%

1 Based on the total number of 171,476,196 Shares of the Company.

2 725,000 Shares are held by Pathways Capital Pty Ltd <Wheeler Super Fund A/C> and 2,111,108 Shares are held by Pathways Corporate Pty Ltd. Mr Wheeler is a director and shareholder of these entities.

3 250,000 Shares are held by GP Graziano Super Fund A/C, 178,571 are held by Grantorn Pty Ltd on bare trust for Mr Graziano and 2,111,108 Shares are held by Pathways Corporate Pty Ltd of which Mr Graziano is a director and shareholder.

4 The total only counts the 2,111,108 Shares held by Pathways Corporate Pty Ltd once, as both Mr Wheeler and Mr Graziano are directors and shareholders of that company.

5 The Shares above are set out on a pre-Consolidation basis.

7.7 Directors' remuneration

The Constitution provides that each Director is entitled to such remuneration from the Company as the Directors decide, but the total amount provided to all non-executive Directors must not exceed in aggregate the amount fixed by the Company in a general meeting. The current maximum amount of remuneration that may be paid to all non-executive Directors has been set at \$150,000 per annum as approved by shareholders at the Annual General Meeting on 30 November 2007. The Directors have resolved that Director's fees will be \$40,000 per annum plus superannuation for the Chairman and \$36,000 per annum plus superannuation for the Non-Executive Directors.

A summary of Mr Frank Pertile's employment agreements are also set out in Sections 8.2(i) and 8.3(e).

7.8 Corporate Governance

The Board is responsible for establishing the Company's corporate governance framework, the key features of which are set out in this Section 7.8. In establishing its corporate governance framework, the Board has referred to the 3rd edition of the ASX Corporate Governance Councils' Corporate Governance Principles and Recommendations (**Principles and Recommendations**).

In accordance with ASX Listing Rule 1.1 Condition 13, the corporate governance statement set out in this Section 7.8 discloses the extent to which the Company intends to follow the recommendations as at the date of reinstatement of the Company's securities to the Official List. The Company will follow each recommendation where the Board has considered the recommendation to be an appropriate benchmark for its corporate governance practices. Where the Company's corporate governance practices will follow a recommendation, the Board has made appropriate statements reporting on the adoption of the recommendation. In compliance with the "if not, why not" reporting regime, where, after due consideration, the Company's corporate governance practices will not follow a recommendation, the Board

has explained its reasons for not following the recommendation and disclosed what, if any, alternative practices the Company will adopt instead of those in the recommendation.

The following governance-related documents can be found on the Company's website at www.ozbrewing.com.au, under the section marked "Corporate Governance":

- (a) Board Charter;
- (b) Board Performance Evaluation Policy;
- (c) Code of Conduct;
- (d) Audit Committee Charter;
- (e) Remuneration and Nomination Committee Charter;
- (f) Security Trading Policy;
- (g) Continuous Disclosure Policy;
- (h) Shareholder Communication and Investor Relations Policy;
- (i) Risk Committee Charter;
- (j) Risk Management Policy; and
- (k) Diversity Policy.

Principle 1: Lay solid foundations for management and oversight

Recommendation 1.1

The Company has established the respective roles and responsibilities of its Board and management, and those matters expressly reserved to the Board and those delegated to management, and has documented this in its Board Charter.

The responsibilities of the Board include, but are not limited, to:

- (a) setting and reviewing strategic direction and planning;
- (b) reviewing financial and operational performance;
- (c) identifying principal risks and reviewing risk management strategies; and
- (d) considering and reviewing significant capital investments and material transactions.

In exercising its responsibilities, the Board recognises that there are many stakeholders in the operations of the Company, including employees, Shareholders, co-ventures, the government and the community.

The Board has delegated responsibility for the business operations of the Company to the Managing Director and the management team. The management team, led by the Managing Director is accountable to the Board.

Recommendation 1.2

The Company undertakes appropriate checks before appointing a person, or putting forward to Shareholders a candidate for election as a Director and provides Shareholders with all material information in its possession relevant to a decision on whether or not to elect an individual as a Director.

The checks which are undertaken, and the information provided to shareholders, are set out in the Company's Remuneration and Nomination Committee Charter.

Recommendation 1.3

The Company has a written agreement with each of the Directors and the Proposed Directors and senior executives setting out the terms of their appointment. The material terms of any employment, service or consultancy agreement the Company, or any of its child entities, has entered into with its Directors and senior executives (or any other Related Party) will be disclosed in accordance with ASX Listing Rule 3.16.4 (taking into consideration the exclusions from disclosure outlined in that rule).

Recommendation 1.4

The Company Secretary is accountable directly to the Board, through the Chairman, on all matters to do with the proper functioning of the Board. The Company Secretary is responsible for the application of best practice in corporate governance and also supports the effectiveness of the Board by:

- (a) ensuring a good flow of information between the Board, its committees, and Directors;
- (b) monitoring policies and procedures of the Board;
- (c) advising the Board through the Chairman of corporate governance policies; and
- (d) conducting and reporting matters to the Board, including the despatch of Board agendas, briefing papers and minutes.

Recommendation 1.5

The Company has a Diversity Policy, the purpose of which is:

- (a) to outline the Company's commitment to creating a corporate culture that embraces diversity and, in particular, focuses on the composition of its Board and senior management; and
- (b) to provide a process for the Board to determine measurable objectives and procedures which the Company will implement and report against to achieve its diversity goals.

The Board intends to set measurable objectives for achieving diversity, specifically including gender diversity, which will be disclosed in the Company's corporate governance statement for the financial year ended 30 June 2015, and will review the effectiveness and relevance of these measurable objectives on an annual basis.

The respective proportions of men and women on the Board, in senior executive positions and across the whole organisation will be disclosed by the Company in each corporate governance statement.

Recommendation 1.6

The Managing Director will be responsible for evaluating the performance of the Company's senior executives in accordance with the process disclosed in the Company's Process for Performance Evaluations, which is currently being developed by the Board.

The Chairman will be responsible for evaluating the performance of the Company's Managing Director in accordance with the process being developed by the Board in the Process for Performance Evaluations.

The Company will report on whether an evaluation of its Managing Director and senior executives has taken place in the relevant reporting period in each of its corporate governance statements.

Recommendation 1.7

The Chairman will be responsible for evaluating the performance of the Board, Board committees and individual Directors in accordance with the process disclosed in the Company's Board Performance Evaluation Policy.

This policy is to ensure:

- (a) individual Directors and the Board as a whole work efficiently and effectively in achieving their functions;
- (b) the executive Directors and key executives execute the Company's strategy through the efficient and effective implementation of the business objectives; and
- (c) committees to which the Board has delegated responsibilities are performing efficiently and effectively in accordance with the duties and responsibilities set out in the Board Charter.

The Board Performance Evaluation Policy will be reviewed annually.

The Company will report on whether an evaluation of the Board, its committees and individual Directors has taken place in the relevant reporting period, and whether the process was in accordance with the process disclosed, in each of its corporate governance statements.

Principle 2: Structure the board to add value

Recommendation 2.1

Due to the size of the Board, the Company does not have a separate nomination committee. The roles and responsibilities of a nomination committee are currently undertaken by the Board.

The duties of the full Board in its capacity as a nomination committee are set out in the Company's Remuneration and Nomination Committee Charter which is available on the Company's website.

When the Board meets as a remuneration and nomination committee it carries out those functions which are delegated to it in the Company's Remuneration and Nomination Committee Charter. Items that are usually required to be discussed by a Remuneration and Nomination Committee are marked as separate agenda items at Board meetings when required.

The Board has adopted a Remuneration and Nomination Committee Charter which describes the role, composition, functions and responsibilities of a Nomination Committee and is disclosed on the Company's website.

Recommendation 2.2

The mix of skills and diversity which the Board is looking to achieve in its composition is:

- (a) a broad range of business experience; and
- (b) technical expertise and skills required to discharge duties.

Recommendation 2.3

The Board considers the independence of Directors having regard to the relationships listed in Box 2.3 of the Principles and Recommendations.

Currently the Board is structured as follows:

- (a) Mr David Wheeler (Chairman and Non-executive Director);
- (b) Mr John Conidi (Non-Executive Director); and
- (c) Mr Joe Graziano (Non-Executive Director).

Mr Joe Graziano will resign following the Company's reinstatement to the Official List and Mr Frank Pertile, who is not an independent Director, will be appointed to the Board. The Chairman is an independent Chairman.

Mr Wheeler and Mr Graziano have been Directors of the Company since 15 April 2011. Mr Conidi has been a director of the Company since 25 March 2015.

Recommendation 2.4

Currently, the Board considers that membership of the Board is weighted towards technical expertise, which it considers is appropriate at this stage of the Company's operations. Accordingly, the Board does not have a majority of independent Directors.

Recommendation 2.5

As noted above, Mr Wheeler is an independent Chairman. Mr Wheeler is considered to be the most appropriate person to chair the Board because of his public company experience.

Recommendation 2.6

It is a policy of the Company that new Directors undergo an induction process in which they are given a full briefing on the Company. Where possible this includes meetings with key executives, tours of the premises, an induction package and presentations.

In order to achieve continuing improvement in Board performance, all Directors are encouraged to undergo continual professional development. Specifically, Directors are provided with the resources and training to address skills gaps where they are identified.

Principle 3: Act ethically and responsibly

Recommendation 3.1

The Company is committed to promoting good corporate conduct grounded by strong ethics and responsibility. The Company has established a Code of Conduct (**Code**), which addresses matters relevant to the Company's legal and ethical obligations to its stakeholders. It may be amended from time to time by the Board, and is disclosed on the Company's website.

The Code applies to all Directors, employees, contractors and officers of the Company.

The Code will be formally reviewed by the Board each year.

Principle 4: Safeguard integrity in corporate reporting

Recommendation 4.1

Due to the size of the Board, the Company does not have a separate audit committee. The roles and responsibilities of an audit committee are undertaken by the Board.

The full Board, in its capacity as the audit committee, is responsible for reviewing the integrity of the Company's financial reporting and overseeing the independence of the external auditors. The duties of the full Board in its capacity as the audit committee are set out in the Company's Audit Committee Charter which is available on the Company's website.

When the Board meets as an audit committee, it carries out those functions which are delegated to it in the Company's Audit Committee Charter. Items that are usually required to be discussed by an audit committee are marked as separate agenda items at Board meetings when required.

The Board is responsible for the initial appointment of the external auditor and the appointment of a new external auditor when any vacancy arises. Candidates for the position of external auditor must demonstrate complete independence from the Company through the engagement period. The Board may otherwise select an external auditor based on criteria relevant to the Company's business and circumstances. The performance of the external auditor is reviewed on an annual basis by the Board.

The Board has adopted an Audit Committee Charter which describes the role, composition, functions and responsibilities of the audit committee and is disclosed on the Company's website.

Recommendation 4.2

Before the Board approves the Company's financial statements for each financial period it will receive from the Managing Director and the Chief Financial Officer or equivalent a declaration that, in their opinion, the financial records of the Company for the relevant financial period have been properly maintained and that the financial statements for the relevant financial period comply with the appropriate accounting standards and give a true

and fair view of the financial position and performance of the Company and the consolidated entity and that the opinion has been formed on the basis of a sound system of risk management and internal control which is operating effectively.

Recommendation 4.3

Under section 250RA of the Corporations Act, the Company's auditor is required to attend the Company's annual general meeting at which the audit report of the Company is considered. The auditor must be represented at the annual general meeting by a suitably qualified member of the audit team, who participated in the audit, and who is able to answer questions about the audit.

Each year, the Company will write to the Company's auditor to inform them of the date of the Company's annual general meeting. In accordance with section 250S of the Corporations Act, at the Company's annual general meeting, the Chairman will allow a reasonable opportunity for the members as a whole at the meeting to ask the auditor (or its representative) questions relevant to:

- (a) the conduct of the audit;
- (b) the preparation and content of the auditor's report;
- (c) the accounting policies adopted by the Company in relation to the preparation of the financial statements; and
- (d) the independence of the auditor in relation to the conduct of the audit.

The Chairman will also allow a reasonable opportunity for the auditor (or its representative) to answer written questions submitted to the auditor under section 250PA of the Corporations Act.

Principle 5: Make timely and balanced disclosure

Recommendation 5.1

The Company is committed to:

- (a) ensuring that Shareholders and the market are provided with full and timely information about its activities;
- (b) complying with the continuous disclosure obligations contained in the ASX Listing Rules and the applicable sections of the Corporations Act; and
- (c) providing equal opportunity for all stakeholders to receive externally available information issued by the Company in a timely manner.

The Company has adopted a Disclosure Policy, which is disclosed on the Company's website. The Disclosure Policy sets out policies and procedures for the Company's compliance with its continuous disclosure obligations under the ASX Listing Rules, and addresses financial markets communication, media contact and continuous disclosure issues. It forms part of the Company's corporate policies and procedures and is available to all staff.

The Company Secretary manages the Disclosure Policy. The Disclosure Policy will develop over time as best practice and regulations change and the Company Secretary will be responsible for communicating any amendments. The Disclosure Policy will be reviewed by the Board annually.

Principle 6: Respect the rights of security holders

Recommendation 6.1

The Company provides information about itself and its governance to investors via its website at www.ozbrewing.com.au. The Company is committed to maintaining a Company website with general information about the Company and its operations and information specifically targeted at keeping the Shareholders informed about the Company. In particular, where appropriate, after confirmation of receipt by ASX, the following will be posted to the Company website:

- (a) relevant announcements made to the market via ASX;
- (b) media releases;
- (c) investment updates;
- (d) Company presentations and media briefings;
- (e) copies of press releases and announcements for the preceding three years; and
- (f) copies of annual and half yearly reports including financial statements for the preceding three years.

Recommendation 6.2

The Company has a Shareholder Communication and Investor Relations Policy which aims to ensure that Shareholders are informed of all major developments of the Company. The policy is disclosed on the Company's website.

Information is communicated to Shareholders via:

- (a) reports to Shareholders;
- (b) ASX announcements;
- (c) annual general meetings; and
- (d) the Company's website.

This Shareholder Communication and Investor Relations Policy will be formally reviewed by the Board each year. While the Company aims to provide sufficient information to Shareholders about the Company and its activities, it understands that Shareholders may have specific questions and require additional information. To ensure that Shareholders can obtain all relevant information to assist them in exercising their rights as Shareholders, the Company has made available a telephone number and relevant contact details (via the website) for Shareholders to make their enquiries.

Recommendation 6.3

The Board encourages full participation of Shareholders at meetings to ensure a high level of accountability and identification with the Company's strategies and goals.

However, due to the size and nature of the Company, the Board does not consider a policy outlining the policies and processes that it has in place to facilitate and encourage participating at meetings of Shareholders to be appropriate at this stage.

Recommendation 6.4

Shareholders are given the option to receive communications from, and send communication to, the Company and its Share Registry electronically. To ensure that Shareholders can obtain all relevant information to assist them in exercising their rights as Shareholders, the Company has made available a telephone number and relevant contact details (via the website) for Shareholders to make their enquiries.

Principle 7: Recognise and manage risk

Recommendation 7.1

Due to the size of the Board, the Company does not have a separate Risk Committee. The Board is responsible for the oversight of the Company's risk management and control framework.

When the Board meets as a risk committee it carries out those functions which are delegated to it in the Company's Risk Committee Charter. Items that are usually required to be discussed by a Risk Committee are marked as separate agenda items at Board meetings when required.

The Board has adopted a Risk Committee Charter which describes the role, composition, functions and responsibilities of the Risk Committee and is disclosed on the Company's website.

The Board has adopted a Risk Management Policy, which is disclosed on the Company's website. Under that policy, responsibility and control of risk management is delegated to the appropriate level of management within the Company, with the Managing Director having ultimate responsibility to the Board for the risk management and control framework.

The risk management system covers:

- (a) operational risk;
- (b) financial reporting;
- (c) compliance / regulations; and
- (d) system / information technology process risk.

A risk management model is also being developed and will provide a framework for systematically understanding and identifying the types of business risks threatening the Company as a whole, or specific business activities within the Company.

Recommendation 7.2

The Board will review the Company's risk management framework annually to satisfy itself that it continues to be sound, to determine whether there have been any changes in the

material business risks the Company faces and to ensure that the Company is operating within the risk appetite set by the Board.

Arrangements put in place by the Board to monitor risk management include, but are not limited to:

- (a) monthly reporting to the Board in respect of the operations and the financial position of the Company; and
- (b) quarterly rolling forecasts.

Recommendation 7.3

The Company does not have, and does not intend to establish, an internal audit function. To evaluate and continually improve the effectiveness of the Company's risk management and internal control processes, the Board relies on ongoing reporting and discussion of the management of material business risks as outlined in the Company's Risk Management Policy.

Recommendation 7.4

Given the speculative nature of the Company's business, it will be subject to general risks and certain specific risks. These are outlined in detail in Section 6.

The Company will identify those economic, environmental and/or social sustainability risks to which it has a material exposure, and disclose how it intends to manage those risks in each of its corporate governance statements.

Principle 8: Remunerate fairly and responsibly

Recommendation 8.1

Due to the size of the Board, the Company does not have a separate remuneration committee. The roles and responsibilities of a remuneration committee are currently undertaken by the Board.

The duties of the full board in its capacity as a remuneration committee are set out in the Company's Remuneration and Nomination Committee Charter which is available on the Company's website

When the Board meets as a remuneration committee it carries out those functions which are delegated to it in the Company's Remuneration and Nomination Committee Charter. Items that are usually required to be discussed by a Remuneration Committee are marked as separate agenda items at Board meetings when required.

The Board has adopted a Remuneration and Nomination Committee Charter which describes the role, composition, functions and responsibilities of the Remuneration Committee and is disclosed on the Company's website.

Recommendation 8.2

Details of the Company's policies on remuneration will be set out in the Company's "Remuneration Report" in each Annual Report published by the Company. This report will include a summary of the Company's policies regarding the deferral of performance-based

remuneration and the reduction, cancellation or clawback of the performance-based remuneration in the event of serious misconduct or a material misstatement in the Company's financial statements.

Recommendation 8.3

The Company's Security Trading Policy includes a statement on the Company's policy on prohibiting participants in the Company's Employee Incentive Plan entering into transactions (whether through the use of derivatives or otherwise) which limit the economic risk of participating in the Employee Incentive Plan.

Security Trading Policy

In accordance with ASX Listing Rule 12.9, the Company has adopted a Security Trading Policy which sets out the following information:

- (a) closed periods in which Directors, employees and contractors of the Company must not deal in the Company's securities;
- (b) trading in the Company's securities which is not subject to the Security Trading Policy; and
- (c) the procedures for obtaining written clearance for trading of the Company's securities in exceptional circumstances.

The Company's Security Trading Policy is available on the Company's website.

8. MATERIAL CONTRACTS

8.1 Introduction

The Directors consider that certain contracts entered into by the Company and 333D are material to the Company or are of such a nature that an investor may wish to have particulars of them when making an assessment of whether to apply for Shares under the Offers. The provisions of such material contracts are summarised in this Section. As this Section is a summary only, the provisions of each contract are not fully described. To understand fully all rights and obligations pertaining to the material contracts, it would be necessary to read them in full.

8.2 333D Agreements

(a) AFL MOU

On 1 July 2015, 333D entered into a Memorandum of Understanding (**MOU**) with the Australian Football League (**AFL**), which recognises the potential of 3D printing on the future of the merchandise and licensing programs of the AFL. The MOU will expire on 31 October 2020 and the parties have agreed to review the operation of the MOU no later than 90 days prior to its expiration to determine its commercial scope moving forward.

Under the terms of the MOU, 333D will pay the AFL a percentage of AFL-specific product gross revenue of 333D during the term. The fee payable will be reviewed on or before 31 October for each year of the term.

Working collaboratively with the AFL, 333D will develop a comprehensive 3D printing strategy focussed namely on the following areas:

- (i) applicable AFL 3D printable merchandise offerings, variations and pricing;
- (ii) timeline and process for 3D digital imaging of approved AFL merchandise and licensed product;
- (iii) applicable pricing model for 3D printable merchandise for different modes of distribution;
- (iv) online platform development plans and structure; and
- (v) online platform launch and distribution strategy.

The MOU is subject to confidentiality provisions that limit the disclosure of the rights and obligations of each party under the MOU and as such a detailed analysis of the specific terms cannot be disclosed in this summary.

All intellectual property created by a party prior to entering into the MOU will remain with that party and each party agrees that they will grant the other a non-exclusive royalty free licence for the use of said intellectual property. All intellectual property created during the term of the MOU pursuant to the terms of the MOU including, but not limited to, all data, findings, reports and analysis and workings will belong to the AFL. The future use of such intellectual property by 333D will be at the sole discretion of the AFL.

Any publicity in relation to the rights and obligations to be performed under the MOU must be approved by both parties in advance using their best endeavours to promote the positive PR impact created under the MOU.

The MOU may be terminated by either party if another party commits a material breach of the MOU, which is capable of being remedied, but is not remedied within 30 days of receiving a written notice of such a breach. The MOU may be terminated by a party if another party resolves to become, or is under the threat of becoming, subject to any form of insolvency administration.

The MOU contains additional provisions considered standard for an agreement of this nature.

(b) **DoCA and the DoCA Amendment**

Pursuant to a resolution at a meeting of creditors of 3DG and 3DI on 9 February 2015 held under section 439A of the Corporations Act, 3DG, 3DI, the administrator of 3DG and 3DI and the directors of 3DG and 3DI entered into the DoCA.

Pursuant to section 445A of the Corporations Act, the DoCA was varied and superseded by the DoCA Amendment.

The administrator created a fund comprising of all amounts paid and available for the benefit of the creditors of 3DI and 3DG (**Creditors' Fund**). The Creditors' Fund was constituted by:

- (i) the cash held by the administrator on behalf of 3DG and 3DI as at 9 February 2015 (**Execution Date**); and
- (ii) the amount required to enable the administrator to return all creditors (other than Capitol Health Limited, John Conidi and Oz Brewing Limited) admitted by the administrator as if 3DG and 3DI were in liquidation (**Admitted Creditors**) 100 cents in the dollar, in addition to any amounts due to the administrator in respect of his fees, costs, disbursements or expenses incurred in performing his duties as the administrator (**DoCA Contribution**).

The DoCA Contribution was comprised of:

- (iii) an upfront cash payment, payable by 333D (or a nominee of 333D) of \$289,922.00, representing an estimate of the total amount owed to creditors (**Initial Contribution**);
- (iv) the payment by 333D (or a nominee of 333D) of a final contribution to the Creditors' Fund of an amount required to enable a 100 cents in the dollar return to the Admitted Creditors.

If the administrator has distributed all of the Creditors' Fund and 3DI and 3DG discharge their obligations under the DoCA (as amended by the DoCA Amendment), the administrator must give a certificate to that effect in writing and must within 28 days lodge with ASIC a notice of termination of the DoCA (**Notice**). The execution of the Notice terminates the DoCA and the appointment of the administrator under the DoCA.

(c) **Creditors Trust Deed**

On 30 June 2015, 3D Group Pty Ltd (**3DG**) and 3D Industries Pty Ltd (**3DI**) entered into a creditors' trust deed (**Creditors' Trust Deed**) with Domenico Calabretta (**Trustee**) to comply with and give effect to the Deed of the Company Arrangement between 3DG, 3DI, 333D and the Trustee dated 3 March 2015 and any variations thereof (**DoCA**).

Under the Creditors' Trust Deed, all persons having a claim who have not received payment of an amount equivalent to that claim will become a discretionary beneficiary of the Creditors' Trust Deed as a creditor and accept the benefits under the Creditors' Trust Deed instead of any benefit under the DoCA.

The Trustee may, in his absolute discretion, admit claims, reject claims, admit part of a claim but reject other parts of the claim and pay any admitted claim in accordance with the provisions of the Creditors' Trust Deed.

The Trustee is required to distribute proceeds of the creditors' trust to proven beneficiaries in the following order of priority:

- (i) payments of any debts or liabilities incurred by the Trustee in the performance of the Trustee's duties under the Creditors' Trust Deed and as deed administrator under the DoCA;
- (ii) in the order of priority for payment of the claims of priority creditors which are admitted to be proven by the Trustee; and
- (iii) in payment of the claims of unsecured creditors and to the extent that the funds available are insufficient to pay in full all such claims they will be paid proportionately.

The powers appointed to the Trustee under the Creditors' Trust Deed include the power to deal with property, the power to invest and the power to appoint agents and employ persons, are similar to trust deeds of this nature.

A creditor is deemed to have abandoned their claim and all other entitlements under the trust established pursuant to the Creditors Trust Deed if, prior to the declaration of the final dividend under that trust, the creditor fails to submit a proof of debt in respect of their claim, or having submitted a formal proof of debt which is rejected, fails to appeal to a Court of competent jurisdiction against the rejection.

The Creditors' Trust Deed contains additional provisions considered standard for trust deeds of this nature.

(d) **Exclusive distribution agreement with Prodways**

On 11 September 2015, 333D entered into an exclusive distribution agreement (**Distribution Agreement**) with Prodways, a wholly owned subsidiary of French Company Group Gorgé, for their proprietary and patent protected range of industrial and end use part grade 3D printers.

The Distribution Agreement is conditional upon the successful completion of the Proposed Acquisition and the Company raising a minimum of \$3,000,000 on the

ASX by 30 November 2015 (**Condition Precedent Date**). The parties have subsequently agreed to extend the Condition Precedent Date to 30 April 2016.

Under the Distribution Agreement, 333D has secured the exclusive right to distribute Prodways' current range of printers as well as future models throughout Australia and New Zealand.

333D will use its best efforts to promote the sale of Prodways products and services throughout Australia and New Zealand including, but not limited to advertising on appropriate websites, social media and publications, participating in trade shows and exhibitions and employing trained sales and technical staff to engage in the sale and service of the products. 333D is obligated to inform customers that the purchase of Prodways products can only be used within Australia and New Zealand.

333D will establish an attractive and accessible showroom for the display and demonstration of Prodways products, including the ability for 333D to produce demo and test parts. Considering the nature of the products, the showroom must comply with certain environmental requirements in line with industry standards. 333D is required to maintain enough stock necessary to supply customers throughout Australia and New Zealand.

333D will use promotional material provided by Prodways to promote the products and any additional promotional material 333D wishes to create in respect of the Prodways products requires prior review and written approval from Prodways.

333D will employ staff who are competent in dealing with customer enquiries and sales in respect of the Prodways products.

333D is required to provide Prodways with quarterly activity reports of 333D's market activity throughout Australia and New Zealand. An annual report reflecting annual sales figures and stock on hand will be due within one month after the end of each calendar year. An annual distributor business plan will be established during December of each calendar year to determine the objectives of each party and applicable trading strategies, including any financial incentives.

333D is able to enter into its own commercial contracts with customers and establish its own pricing for the Prodways products, provided they are not unreasonable and should follow recommended pricing policy provided by Prodways.

Prodways will enter into a service agreement, alongside the Distribution Agreement, allowing 333D to become an authorised and certified Prodways service partner.

Prodways will provide 333D with marketing assistance and promotional material and equipment in its discretion considers necessary to promote the Prodways products, including sales support, application notes and trade shows and customer events accompaniment. Technical support and training will also be provided to 333D employees at regular intervals.

333D acknowledges that Prodways' rights to their intellectual property used on or in relation to the products and the business and goodwill connected to Prodways shall remain Prodways' property. Prodways agents 333D have a right to use Prodways' trademarks in connection with the distributor's marketing, use, sale and service of the products within Australia and New Zealand.

Pricing and terms of payment of the Prodways' products are considered standard for an agreement of this nature.

333D's exclusive distribution of Prodways' products are subject to the following conditions:

- (i) As noted above, raising a minimum of \$3,000,000 on the ASX by 30 July 2016;
- (ii) two experienced sales people and one marketing communication person dedicated to 3D printing reselling activity hire by the end of December 2015;
- (iii) five Prodways machines sold by the end of 2016; and
- (iv) new sales targets for 2017 and for the first half of 2018 are agreed by the parties by the end of 2016.

The Distribution Agreement, following the capital raising of \$3,000,000 will continue for an initial term of thirty six months. The exclusivity shall be renewed for consecutive 36 month periods by written agreement.

333D will not sell other products which are deemed to be directly competitive with Prodways products unless by prior written consent of Prodways. During the term of the Distribution Agreement and for a period of 24 months following its termination, 333D undertakes not to employ any present or future employee of Prodways.

The Distribution Agreement may be terminated by Prodways with immediate effect if:

- (i) 333D commits any serious breach of the Distribution Agreement and that breach, (if capable of remedy) is not remedied within 15 working days of notice;
- (ii) 333D is unable to fulfil any of its obligations;
- (iii) an order or resolution (or other like event) is made or passed for the winding up of 333D or 333D ceases to carry on business;
- (iv) there is a change of control of 333D or 333D purports to assign its rights or obligations under the Distribution Agreement;
- (v) Prodways ceases to produce or distribute the products; or
- (vi) 333D does not meet the minimum annual purchase quantities.

333D shall not receive any termination payment whatsoever upon termination of the Distribution Agreement.

The Distribution Agreement contains additional provisions considered standard for an agreement of this nature.

(e) **3D Printing Services Agreement**

On 30 September 2015 (**Commencement Date**), 333D and 3D Medical Pty Ltd (**3D Medical**) entered into a 3D printing service agreement, whereby 333D has agreed

to provide 3D Medical with three-dimensional printing services of anatomical imaging data generated by computed tomography and magnetic resonance imaging (**Services**) for a period of 5 years from the Commencement Date (**Printing Agreement**).

In consideration for the provision of the Services, 3D Medical has agreed to pay 333D a pre-determined, job-specific fee.

The Printing Agreement is subject to the following material terms:

- (i) **Extension of Term:** If 333D continues to provide the Services after the Term, the Printing Agreement will be extended and become terminable by either 333D or 3D Medical provided upon 3 months' notice.
- (ii) **Termination:** The Printing Agreement may be terminated by either party if one party provides the other with a notice of default of a material obligation of the Printing Agreement (including an inability of one party to perform its obligations under the Printing Agreement) and that default is not remedied within 10 business days' from the provision of the default notice. Either party may terminate the Printing Agreement immediately upon events akin to insolvency or cessation of the other party's business. Either party may also terminate the Printing Agreement immediately upon the receipt of a notice of default on 3 occasions in any 12 month period.
- (iii) **Assignment:** Neither party can assign or transfer the Printing Agreement to a third party without the prior written consent of the other party.
- (iv) **Exclusivity:** 3D Medical must obtain all Services and similar services to the Services from 333D.
- (v) **Intellectual property rights:** All present and future intellectual and industrial property rights in the Services are the property of 333D. 3D Medical grants to 333D a perpetual, non-exclusive, worldwide, irrevocable, transferable, royalty free licence to use, reproduce and modify any material created by 3D Medical for the sole purposes of providing the Services.
- (vi) **Limitation of liability:** 333D is not liable for any loss or damage suffered by 3D Medical or any third party as a result of the Services.

The Printing Agreement contains additional provisions considered standard for an agreement of this nature.

(f) **Letter of intent with CreoPop Pte Ltd**

On 25 February 2015, 333D entered into a letter of intent (**LOI**) with CreoPop Pte Ltd (**CreoPop**) which confirmed the mutual intentions of both parties to negotiate a potential exclusive distribution agreement, under which 333D will supply the CreoPop Photopolymer 3D pen in Australia and New Zealand. The LOI is understood to represent a non-binding undertaking by both parties to utilise best endeavours to negotiate and formalise a binding distribution agreement (**Distribution Agreement**) on before 1 July 2016 (as extended by agreement on 15 February 2016).

333D and CreoPop have agreed that the structure and form of any subsequent Distribution Agreement will contain specific clauses addressing issues such as, but not limited to:

- (i) exclusivity to 333D in Australia and New Zealand;
- (ii) minimum sales targets;
- (iii) pricing and payment terms;
- (iv) delivery terms and conditions;
- (v) Australia and New Zealand specific costs; and
- (vi) marketing support.

(g) **CreoPop Investment Agreement**

The Company has entered into an investment agreement (**Investment Agreement**) with CreoPop Pte Ltd under which the Company was issued a convertible bond (**Convertible Bonds**) in consideration for the advance to the Company of SGD 100,000 in aggregate (**Advance**). No interest is payable on the Advance.

Upon conversion, the Convertible Bond will convert into conversion shares in CreoPop Pte Ltd at an agreed conversion price (**Conversion Shares**).

At any time the Company may convert the whole of the Conversion Shares, or a part thereof, into ordinary shares in CreoPop Pte Ltd in accordance with the terms and conditions of the Investment Agreement (**Ordinary Shares**).

The Convertible Bond is unsecured and ranks equally with all other unsecured creditors of CreoPop Pte Ltd.

The Conversion Shares issued on conversion of the Convertible Bond will rank equally with the Conversion Shares in CreoPop Pte Ltd. The Ordinary Shares issued on the conversion of the Conversion Shares will rank equally with the Ordinary Shares in CreoPop Pte Ltd.

The holders of the Conversion Shares are entitled to attend and vote together with the holders of the Ordinary Shares of CreoPop Pte Ltd on an as-converted basis.

The Investment Agreement contains additional provisions considered standard for agreements of this nature.

(h) **Non-exclusive distribution agreement with Airwolf International**

On 4 March 2015 (**Effective Date**), 333D and Wolf & Associates, Inc., dba Airwolf (**Airwolf**) entered into an international non-exclusive distribution agreement (**Airwolf Distribution Agreement**).

Airwolf develops, manufactures, markets, distributes and sells high-performance 3D printers, filaments, software and other 3D printing technology (**3D Products**).

On and from 1 September 2015, and at the sole discretion of Airwolf, Airwolf appoints 333D as a non-exclusive reseller to market, distribute and sell its 3D products within Australia and New Zealand.

The Airwolf Distribution Agreement commenced on the Effective Date and will continue until 31 December 2016, unless terminated earlier by either party.

(i) **Employment agreement – Frank Pertile (Managing Director)**

Mr Frank Pertile, is engaged as 333D's Managing Director pursuant to an employment agreement between him and 333D. The employment agreement commenced on 4 May 2015. Mr Pertile's engagement will continue until terminated in accordance with its terms.

As Managing Director, Mr Pertile (amongst other things):

- (i) is engaged as a full-time employee of 333D and must donate the whole of his time, attention and skill to the duties of his position and the 333D Business; and
- (ii) must report to the Board as required.

The fixed remuneration payable to Mr Pertile under his employment agreement is \$100,000 (plus statutory superannuation) until such time as the Company is readmitted to the Official List. On the Company's securities being readmitted to the Official List, Mr Pertile's salary will be increased to \$150,000 per annum (plus statutory superannuation) and Mr Pertile will be entitled to a car allowance of \$15,000 per annum.

Mr Pertile's employment with 333D may be terminated at any time:

- (i) by either party without cause by giving notice of 1 week to 4 weeks (depending upon Mr Pertile's length of service); and
- (ii) by 333D, by summary notice in circumstances where Mr Pertile commits any act of serious misconduct, unauthorised disclosure of confidential and proprietary information, fails to obey reasonable direction or order of his supervisor, or fails to perform or observe any of the provisions of his employment agreement.

All intellectual property, including patents, copyrights, inventions, programs and documentation generated by Mr Pertile during his employment with 333D will become the property of 333D and Mr Pertile is obligated to assign to 333D any rights he may have in any intellectual property.

Mr Pertile is subject to restrictions in relation to the use of confidential and proprietary information including, but not limited to, his employment terms and conditions, salary levels, employment reviews, proprietary forms and templates, marketing and sales plans, pricelists, client lists, patient and personal records, designs, business contracts and agreements, technical diagrams or tables, competitive analysis, business and financial information, plans and forecasts, in-house training content, internal policies and procedures, computer systems, software and other inventions developed or licenced by, or for, the 333D (**Confidential Information**). Upon the termination of his employment agreement,

Mr Pertile is not to disclose or use the Confidential Information for a period of 5 years. Mr Pertile is also restrained from soliciting, contacting or interfering with 333D's employees, clients or suppliers during the term of his employment and for a period of up to 60 months upon termination of his employment agreement.

The employment agreement contains additional provisions considered standard for an agreement of this nature.

(j) **Employment agreement – Dejan Popovski (Production Engineer)**

Mr Popovski is engaged as 333D's Production Engineer pursuant to an employment agreement with 333D. The employment agreement commenced on 4 May 2015. Mr Popovski's engagement will continue until terminated in accordance with its terms.

As a Production Engineer, Mr Popovski (amongst other things):

- (i) is engaged as a full-time employee of 333D and must donate the whole of his time, attention and skill to the duties of his position and the business of 333D; and
- (ii) must report to the Managing Director of 333D.

The fixed remuneration payable to Mr Popovski under his Employment Agreement is \$100,000 (plus statutory superannuation). On the Company's securities being readmitted to the Official List, Mr Popovski's salary will be increased to \$150,000 per annum (plus statutory superannuation).

Mr Popovski's employment may be terminated by at any time:

- (i) by either party without cause by giving notice of 1 week to 4 weeks (depending upon Mr Pertile's length of service); and
- (ii) by 333D by summary notice in circumstances where Mr Popovski commits any act of serious misconduct, unauthorised disclosure of confidential and proprietary information, fails to obey reasonable direction or order of his supervisor, or fails to perform or observe any of the provisions of his employment agreement.

All intellectual property including patents, copyrights, inventions, programs and documentation generated by Mr Popovski during his employment with 333D will become the property of 333D and Mr Popovski is obligated to assign to 333D any rights he may have in any such intellectual property.

Mr Popovski is subject to restrictions in relation to the use of confidential and proprietary information including, but not limited to, his employment terms and conditions, salary levels, employment reviews, proprietary forms and templates, marketing and sales plans, pricelists, client lists, patient and personal records, designs, business contracts and agreements, technical diagrams or tables, competitive analysis, business and financial information, plans and forecasts, in-house training content, internal policies and procedures, computer systems, software and other inventions developed or licenced by, or for, the 333D (**Confidential Information**). Upon the termination of his employment agreement, Mr Popovski is not to disclose or use the Confidential Information for a period of 5

years. Mr Popovski is also restrained from soliciting, contacting or interfering with 333D's employees, clients or suppliers during the term of his employment and for a period of up to 60 months upon termination of his employment agreement.

The Employment Agreement contains additional provisions considered standard for an agreement of this nature.

8.3 Company Agreements

(a) Share Sale Agreement

The Company and the 333D Vendors and others entered into the Share Sale Agreement on 30 July 2015. Subject to various conditions, the Company agreed to purchase 100% of the issued shares in 333D, and the 333D Vendors agreed to sell all of the issued shares in 333D to the Company.

Conditions of the Share Sale Agreement

Completion of the sale and purchase of 100% of the issued shares in 333D pursuant to the Share Sale Agreement is due to occur 7 Business Days following the satisfaction or waiver of the last condition to be satisfied or waived. The conditions are:

- (i) The Company completing a capital raising of at least \$3,000,000, as contemplated by the Public Offer and the Priority Offer in this Prospectus;
- (ii) The Company being satisfied with its due diligence enquiries in respect of 333D.
- (iii) 333D being satisfied with its due diligence enquiries in respect of the Company.
- (iv) The Company being provided with evidence to its reasonable satisfaction that the DoCA Amendment has been approved by creditors, such DoCA Amendment being to the Company's reasonable satisfaction.
- (v) The Company obtaining all regulatory and Shareholder approvals.
- (vi) 333D obtaining all regulatory and shareholder approvals.
- (vii) As the Company is required by ASX to re-comply with Chapters 1 and 2 of the ASX Listing Rules, ASX providing the Company with a list of conditions reasonably acceptable to the 333D Vendors and the Company which, when satisfied, will result in ASX reinstating the Shares to quotation on ASX.

The Company must use all reasonable endeavours to procure the satisfaction of conditions 8.3(a)(i), 8.3(a)(ii), 8.3(a)(iv), 8.3(a)(v), and 8.3(a)(vii) above. The Company and the Vendors must use all reasonable endeavours to procure the satisfaction of conditions 8.3(a)(i), 8.3(a)(iii) and 8.3(a)(vi) above.

Completion

At Completion of the Share Sale Agreement, the Company has agreed to issue the Vendor Shares to the 333D Vendors, the Facilitation Shares to the Facilitators under the Prospectus and issue the Advisory Options and pay the Advisory Cash to Street. In addition, following the appointment of the Proposed Directors to the Board, it is proposed that Mr Joe Graziano will resign as a Director.

Warranties and indemnities

The Share Sale Agreement contains additional provisions, including warranties and indemnities in respect of the status of 333D and the Company, which are considered standard for agreements of this kind.

(b) Loan Agreement (Tranche 1)

The Company entered into a loan agreement with 3D Group Pty Ltd (**3DG**) for the advance of \$100,000 (**Advance**) for the purpose of working capital for 3DG (**Loan Agreement (Tranche 1)**). 3DG's obligations under Loan Agreement (Tranche 1) were subsequently novated to 333D pursuant to the DoCA. Loan Agreement (Tranche 1) is subject to the following material terms:

- (i) the Advance must not be used for the repayment of existing loans or facilitation of transactions by 333D to related parties;
- (ii) if Loan Agreement (Tranche 1) is terminated as a result of a breach by the Company, the Company waives all rights against 333D and the Advance will be treated as a forgiven debt by the Company to 333D;
- (iii) the repayment of the Advance may be made either in cash or issued shares in the capital of 3DG, at the discretion of 3DG. The value of the shares to be issued to the Company will be nominated by 3DG, however, the Company may object to the nominated value of the Shares within a specified period; and
- (iv) the Advance is interest free unless Loan Agreement (Tranche 1) is terminated on or before the transactions contemplated under a heads of agreement dated 13 August 2014 (**3D HOA**), then 333D must pay interest on the Advance commencing on the termination date of Loan Agreement (Tranche 1) at an interest rate of 8% for all money due under the Loan Agreement (Tranche 1).

333D is considered to be in default under Loan Agreement (Tranche 1) if any one of the following events occur:

- (i) 333D does not pay within seven days of the due date any money due under Loan Agreement (Tranche 1); or
- (ii) an insolvency event occurs in relation to 333D (including the appointment of any administrator or liquidator).

In event of a default under Loan Agreement (Tranche 1), the Company may after giving seven days' notice in writing to 333D rectify the default event, do the following:

- (i) declare all monies owing to it under Loan Agreement (Tranche 1) to be due and payable within 90 days;
- (ii) terminate Loan Agreement (Tranche 1); or
- (iii) exercise all or any of the rights conferred on the Company under Loan Agreement (Tranche 1) or by statute.

Loan Agreement (Tranche 1) contains additional provisions considered standard for agreements of this nature.

(c) **Loan Agreement (Tranche 2)**

The Company entered into a loan agreement with 3D Group Pty Ltd (**3DG**) for the advance of \$330,000 (**Advance**) for the purpose of working capital for 3DG (**Loan Agreement (Tranche 2)**). 3DG's obligations under Loan Agreement (Tranche 2) were subsequently novated to 333D pursuant to the DoCA. Loan Agreement (Tranche 2) is subject to the following material terms:

- (i) the Advance must not be used for the repayment of existing loans or facilitation of transactions by 333D to related parties;
- (ii) if Loan Agreement (Tranche 2) is terminated as a result of a breach by the Company, the Company waives all rights against 333D and the Advance will be treated as a forgiven debt by the Company to 333D;
- (iii) the repayment of the Advance may be made either in cash or issued shares in the capital of 3DG, at the discretion of 3DG. The value of the shares to be issued to the Company will be nominated by 3DG, however, the Company may object to the nominated value of the Shares within a specified period; and
- (iv) the Advance is interest free unless Loan Agreement (Tranche 2) is terminated on or before the transactions contemplated under a heads of agreement dated 13 August 2014 (**3D HOA**), then 333D must pay interest on the Advance commencing on the termination date of Loan Agreement (Tranche 2) at an interest rate of 8% for all money due under the Loan Agreement (Tranche 2).

333D is considered to be in default under Loan Agreement (Tranche 2) if any one of the following events occur:

- (i) 333D does not pay within seven days of the due date any money due under Loan Agreement (Tranche 2); or
- (ii) an insolvency event occurs in relation to 333D (including the appointment of any administrator or liquidator).

In event of a default under Loan Agreement (Tranche 2), the Company may after giving seven days' notice in writing to 333D rectify the default event, do the following:

- (i) declare all monies owing to it under Loan Agreement (Tranche 2) to be due and payable within 90 days;

- (ii) terminate Loan Agreement (Tranche 2); or
- (iii) exercise all or any of the rights conferred on the Company under Loan Agreement (Tranche 2) or by statute.

Loan Agreement (Tranche 2) contains additional provisions considered standard for agreements of this nature.

(d) **Convertible Note Agreements**

The Company has entered into a convertible note agreements (**Convertible Note Agreements**) with the convertible noteholders (**Convertible Noteholders**) under which the Convertible Noteholders were issued convertible notes (**Convertible Notes**) in consideration for the advance to the Company of \$200,000 in aggregate (**Advance**). No interest is payable on the Advance.

Upon conversion, the Convertible Notes will convert into 16,666,665 Shares in aggregate (on a post-Consolidation basis) at a conversion price of \$0.012 per Share.

The convertible note is unsecured and the Convertible Noteholders rank equally with all other unsecured creditors of the Company.

Shareholder approval to the issue of the conversion shares was obtained at the General Meeting. No conversion shares will be issued until the Company is satisfied that it has complied with, or will be able to comply with, all of the elements of the ASX's conditional approval to the Company's securities being reinstated to the Official List of the ASX.

Upon shareholder approval and satisfaction of ASX conditions the Company will issue the conversion shares to the Convertible Noteholders. In the event the approval conditions are not met, the Convertible Notes will be redeemed by way of cash on or before 6 months following the aforementioned shareholders meeting in the amount of the Advance (less the total costs incurred by the Company in respect of the acquisition of 3DG and 333D by the Company and the shareholders meeting).

The shares issued on conversion of the Convertible Notes will rank equally with the Shares (on a post-Consolidation basis). The Convertible Notes are not transferrable.

Except as required by the Corporations Act, the Convertible Noteholders do not have any right to vote at general meeting of the Company. Each Convertible Notes carry no right to participate in any offering of securities by the Company.

The Convertible Note Agreements contain additional provisions considered standard for agreements of this nature.

(e) **Employment agreements**

Frank Pertile
Managing Director

Following his appointment as a Director of the Company, Mr Frank Pertile will be engaged as the Company's Managing Director pursuant to an employment

agreement between him and the Company, and which will replace Mr Pertile's current employment contract with 333D referred to in section 8.2(i). Mr Pertile's engagement will continue until terminated in accordance with its terms.

As Managing Director, Mr Pertile (amongst other things):

- (i) is engaged as a full-time employee of the Company and must donate the whole of his time, attention and skill to managing the Company, including organisation, planning, leading, motivating and coordinating the activities of the Company to reach pre-set objectives in terms of key performance indicators determined from time to time by the Board including with respect to business development, systems development, corporate positioning revenue and profitability and development of strategic alliances for the Company; and
- (ii) must report to the Board as required.

The fixed remuneration payable to Mr Pertile under his employment agreement is \$100,000 (plus statutory superannuation) until such time as the Company is readmitted to the Official List. On the Company's securities being readmitted to the Official List, Mr Pertile's salary will be increased to \$150,000 per annum (plus statutory superannuation) and Mr Pertile will be entitled to a car allowance of \$15,000 per annum.

Mr Pertile's employment with the Company may be terminated at any time:

- (i) by either party without cause by giving not less than 1 weeks' notice where Mr Pertile has only been employed by the Company for 1 year; and
- (ii) by the Company, by summary notice in circumstances where Mr Pertile commits any act of serious misconduct, unauthorised disclosure of confidential and proprietary information, fails to obey reasonable direction or order of his supervisor, becomes bankrupt or fails to perform or observe any of the provisions of his employment agreement.

All intellectual property, including inventions, discoveries, designs, improvements, developments, copyright works or circuit layouts relating to the Company's business generated by Mr Pertile during his employment with the Company will become the property of the Company and Mr Pertile is obligated to assign to the Company any rights he may have in any intellectual property.

Mr Pertile is subject to restrictions in relation to the use of confidential and proprietary information including trade secrets, client lists, patient and personal records relating to the Company's business .

The employment agreement contains additional provisions considered standard for an agreement of this nature.

(f) **Services agreement with Trident Management Services Pty Ltd**

The Company has entered into a services agreement with Trident Management Services Pty Ltd in relation to the provision of company secretarial, financial accounting and invoicing services to the Company (**Trident Services Agreement**). Shareholder approval for the Trident Services Agreement was not sought on the basis that the Board considered the agreement to be on arm's length terms. The Company pays fees to Trident Management Services Pty Ltd as follows:

- (i) \$4,000 (excluding GST) per month for the company secretarial services including attendance at board meetings and preparation of minutes, liaising with the Share Registry in relation to Shareholder queries, coordination and oversight of Corporate Governance procedures, lodgement of ASIC forms and ASX announcements, review of ASX announcements and liaison with ASX and maintenance of corporate secretarial volumes;
- (ii) \$200 (excluding GST) per hour for any other company secretarial services, including assistance with the preparation of a prospectus, the management of a proposed capital raising, preparation of financial statements for audits or ASX announcements, liaising with auditors and tax advisers and due diligence and financial modelling for proposed acquisitions; and
- (iii) \$200 (excluding GST) per hour for financial accounting services, including bookkeeping, accounts payable and receivable, monthly accruals, managing creditors, debtors and prepayments, preparation of monthly management accounts, preparation of financial statements, preparation of tax workings and budgets and liaising with auditors and tax advisers.

(g) **Services agreement with Trident Capital Pty Ltd**

On 1 November 2011, the Company entered into a services agreement with Trident Capital Pty Ltd (**Trident Capital**) in relation to the provision of general office services to the Company (**Services Agreement**).

The Company will pay Trident Capital \$2,000 (excluding GST) per month for the following office services: furnished office for a Managing Director and an ad hoc work station required from time to time, boardroom access, telephone access, use of photocopiers, printers and other general office equipment, general stationery and other consumables and access to a suitable computer network service, hard disk storage and internet connection.

The term of the Services Agreement shall renew automatically for successive 12 month periods unless either party gives the other party at least 30 days prior written notice of its intention not to renew the Services Agreement.

The Services Agreement contains additional provisions considered standard for an agreement of this nature.

(h) **Deeds of access, indemnity and insurance**

The Company has entered into deeds of access, indemnity and insurance with each of the Existing Directors (**Indemnity Deeds**). Upon the appointment of the Proposed Directors to the Board, the Company intends to also enter into Indemnity Deeds with the Proposed Directors.

Pursuant to these Indemnity Deeds, the Company indemnifies each Director to the extent permitted by the Corporations Act against any liability arising as a result of the Director acting as an officer of the Company. The Company will be required under the Indemnity Deeds to maintain insurance policies for the benefit of the relevant Director for the term of the appointment and for a period of seven years after the relevant Director's retirement or resignation.

The Indemnity Deeds also provide for the Director's right of access to company records.

9. ADDITIONAL INFORMATION

9.1 Rights and liabilities attaching to Shares

The following is a general description of the more significant rights and liabilities attaching to the Shares. This summary is not exhaustive. Full details of provisions relating to rights attaching to the Shares are contained in the Corporations Act, ASX Listing Rules and the Company's Constitution, a copy of which is available for inspection at the Company's registered office during normal business hours.

Ranking of Shares

At the date of this Prospectus, all Shares are of the same class and rank equally in all respects. Specifically, the Shares issued pursuant to this Prospectus will rank equally with existing Shares.

Voting rights

Subject to any rights or restrictions, at general meetings:

- every Shareholder of a Share present and entitled to vote may vote in person or by attorney, proxy or representative; and
- has one vote on a show of hands; or
- has one vote for every Share held, upon a poll.

Dividend rights

Shareholders will be entitled to dividends, distributed among holders of Shares in proportion to the capital paid up, from the date of payment. No dividend carries interest against the company and the declaration of Directors as to the amount to be distributed is conclusive.

Holders of the Shares may be paid interim dividends or bonuses at the discretion of the Directors. The Directors may set aside a sum out of the profits of the Company, as reserves, before recommending dividends of the profits.

Variation of rights

The rights attaching to the Shares may only be varied by the consent in writing of the holders of three-quarters of the Shares, or with the sanction of a special resolution passed at a general meeting.

Transfer of Shares

Shares can be transferred upon delivery of a proper instrument of transfer to the Company. The instrument of transfer must be in writing, in the approved form, and signed by the transferor and the transferee. Until the transferee has been registered, the transferor is deemed to remain the holder, even after signing the instrument of transfer.

In some circumstances, the Board may refuse to register a transfer of Shares if:

- (a) the ASX Listing Rules require the Board or the Company to do; or

- (b) the Shares are classified under the ASX Listing Rules or by the ASX as restricted securities and the transfer is, or might be, in breach of the ASX Listing Rules or an escrow agreement entered into by the Company under the ASX Listing Rules in relation to those Shares.

General meetings

Holders of Shares are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company.

The Directors may convene a general meeting at their discretion. Business may not be transacted at a general meeting unless a quorum of Shareholders of the Company are present at the time when the general meeting proceeds to business. Except as otherwise set out in the Constitution, two Shareholders present in person or by representative is a quorum.

Unmarketable parcels

The Constitution provides for the sale of unmarketable parcels subject to any applicable laws and provided a notice is given to the minority shareholders stating that the Company intends to sell their relevant Shares unless an exemption notice is received by a specified date.

Rights on winding up

The assets of the Company must on a winding up be applied in repayment to the holders of the Shares in proportion to their respective holdings. If at the commencement of a winding up, the Company has issued Shares which are classified under the ASX Listing Rules or by ASX as restricted securities and the Shares are subject to escrow restrictions, on a return of capital, the holders of those Shares rank behind all other Shares in the Company.

9.2 Terms of Class A Performance Shares

The terms of the Class A Performance Shares to be issued to the Performance Share Recipients under the Performance Share Offer, are as follows:

1. Definitions

In these terms and conditions, capitalised terms have the meaning given to them in the Prospectus, and the following terms have the following meaning unless the context otherwise requires:

- (a) **Constitution** means the constitution of OZB.
- (b) **Holder** means a holder of Class A Performance Shares.
- (c) **Milestone** means 333D or any subsidiaries of 333D achieving aggregate gross revenue of \$5 million in the 4 years commencing from the date OZB is readmitted to quotation on ASX after re-compliance with Chapters 1 and 2 of the ASX Listing Rules.
- (d) **OZB** means Oz Brewing Limited ACN 118 159 881.
- (e) **Shareholders** means the existing shareholders of OZB.
- (f) **Share** means an ordinary fully paid share in the capital of OZB.

- (g) **Share Sale Agreement** means the Share Sale and Purchase Agreement between John Conidi as vendor, OZB as purchaser and others regarding the sale of shares in 333D Pty Ltd.

2. Rights attaching to Performance Shares

- (a) Each Class A Performance Share shall be issued for nil cash consideration.
- (b) Each Class A Performance Share is a share in the capital of OZB.
- (c) The Class A Performance Shares shall confer on a Holder the right to receive notices of general meetings and financial reports and accounts of OZB that are circulated to Shareholders. A Holder has the right to attend general meetings of Shareholders.
- (d) A Holder is not entitled to vote on any resolutions proposed at a general meeting of OZB other than in the circumstances specifically allowed for under the Corporations Act.
- (e) The Class A Performance Shares do not entitle a Holder to any dividends.
- (f) The Class A Performance Shares will not confer any entitlement to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (g) The Class A Performance Shares do not confer on a Holder any right to participate in the surplus profits or assets of OZB upon the winding up of OZB.
- (h) The Class A Performance Shares are not transferrable.
- (i) The Class A Performance Shares do not entitle the Holder to participate in new issues of Securities.
- (j) If at any time the issued capital of OZB is reorganised, the Class A Performance Shares are to be treated in the manner set out in Listing Rule 7.21 (or other applicable ASX Listing Rules), being that the number of Performance Shares or the conversion ratio in section 3(a) or both will be reorganised so that the Holder will not receive a benefit that holders of Shares will not receive and so that the holders of Shares will not receive a benefit that the Holder does not receive.
- (k) Class A Performance Shares will not be quoted on ASX. However, upon conversion of the Class A Performance Shares into Shares pursuant to section 3, OZB must apply for the Official Quotation of the Shares arising from the conversion on ASX in accordance with the ASX Listing Rules, and use its best endeavours to obtain Official Quotation. ASX may require that the fully paid ordinary shares arising from the conversion be escrowed and, the holders are required to enter into any agreement necessary to effect the escrow prior to the issue of the converted shares.
- (l) The Class A Performance Shares do not confer on a Holder any right 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.

3. Conversion of Class A Performance Shares to Ordinary Shares

- (a) Subject to section 3(b), within 7 days of the achievement of the Class A Performance Share Milestone, the Class A Performance Shares will convert to Shares on the basis of one (1) fully paid ordinary share per

Class A Performance Share being converted on achievement of the Class A Performance Share Milestone.

- (b) If the conversion of the Class A Performance Shares would cause a contravention of section 606 of the Corporations Act, the conversion will be subject to the approval of OZB Shareholders under item 7, section 611 of the Corporations Act, and OZB must promptly convene a meeting of OZB Shareholders for that purpose and use its best endeavours to obtain that approval.
- (c) If the Milestone has not occurred on or prior to the date that is 4 years from the date OZB is readmitted to quotation on ASX after recompliance with Chapters 1 and 2 of the ASX Listing Rules, every Class A Performance Share will be cancelled.
- (d) Upon:
 - (i) a takeover bid under Chapter 6 of the Corporations Act having been made in respect of OZB and:
 - (1) the bidder having received acceptances for not less than 50.1% of OZB's shares on issue; and
 - (2) been declared unconditional by the bidder; or
 - (ii) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of OZB or its amalgamation with any other company or companies,

then, to the extent the Class A Performance Shares have not converted due to satisfaction of the Class A Performance Share Milestone, the Class A Performance Shares automatically convert to that number of Shares which when issued together with all Shares issued under any other class of Class A Performance Shares then on issue, is equal to the lesser of one Share per Class A Performance Share and 10% of the total Shares on issue in OZB at that time Class A Performance Shares that are not converted into Shares will continue to be held by the Holder on the same terms and conditions.

- (e) The Shares issued on conversion of the Class A Performance Shares will rank *pari passu* in all respects with existing Shares.

4. Compliance with Corporations Act, ASX Listing Rules and Constitution

- (a) Notwithstanding anything else contained in these terms and conditions, if the ASX Listing Rules, the Corporations Act or the Constitution prohibits an act being done, that act shall not be done.
- (b) Nothing contained in these terms and conditions prevents an act being done that any of the ASX Listing Rules, the Corporations Act or the Constitution requires to be done.
- (c) If any of the ASX Listing Rules, the Corporations Act or the Constitution conflicts with these terms and conditions, or these terms and conditions do not comply with any of the ASX Listing Rules, the Corporations Act or the Constitution, the holders authorise OZB to do anything necessary to rectify such conflict or non-compliance, including but not limited to unilaterally amending these terms and conditions.

9.3 Terms of the Class B Performance Shares

The terms of the Class B Performance Shares to be issued to the Performance Share Recipients under the Performance Share Offer, are as follows:

1. Definitions

In these terms and conditions, capitalised terms have the meaning given to them in the Prospectus, and the following terms have the following meaning unless the context otherwise requires:

- (a) **Constitution** means the constitution of OZB.
- (b) **Holder** means a holder of Class B Performance Shares.
- (c) **Milestone** means 333D or any subsidiaries of 333D achieving aggregate gross revenue of \$8 million in the 4 years commencing from the date OZB is readmitted to quotation on ASX after re-compliance with Chapters 1 and 2 of the ASX Listing Rules.
- (d) **OZB** means Oz Brewing Limited ACN 118 159 881.
- (e) **Shareholders** means the existing shareholders of OZB.
- (f) **Share** means an ordinary fully paid share in the capital of OZB.
- (g) **Share Sale Agreement** means the Share Sale and Purchase Agreement between John Conidi as vendor, OZB as purchaser and others regarding the sale of shares in 333D Pty Ltd.

2. Rights attaching to Performance Shares

- (a) Each Class B Performance Share shall be issued for nil cash consideration.
- (b) Each Class B Performance Share is a share in the capital of OZB.
- (c) The Class B Performance Shares shall confer on a Holder the right to receive notices of general meetings and financial reports and accounts of OZB that are circulated to Shareholders. A Holder has the right to attend general meetings of Shareholders.
- (d) A Holder is not entitled to vote on any resolutions proposed at a general meeting of OZB other than in the circumstances specifically allowed for under the Corporations Act.
- (e) The Class B Performance Shares do not entitle a Holder to any dividends.
- (f) The Class B Performance Shares will not confer any entitlement to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (g) The Class B Performance Shares do not confer on a Holder any right to participate in the surplus profits or assets of OZB upon the winding up of OZB.
- (h) The Class B Performance Shares are not transferrable.
- (i) The Class B Performance Shares do not entitle the Holder to participate in new issues of Securities.
- (j) If at any time the issued capital of OZB is reorganised, the Class B Performance Shares are to be treated in the manner set out in Listing Rule 7.21 (or other applicable ASX Listing Rules), being that the number of Performance Shares or the conversion ratio in section 3(a) or both will be

reorganised so that the Holder will not receive a benefit that holders of Shares will not receive and so that the holders of Shares will not receive a benefit that the Holder does not receive.

- (k) Class B Performance Shares will not be quoted on ASX. However, upon conversion of the Class B Performance Shares into Shares pursuant to section 3, OZB must apply for the Official Quotation of the Shares arising from the conversion on ASX in accordance with the ASX Listing Rules, and use its best endeavours to obtain Official Quotation. ASX may require that the fully paid ordinary shares arising from the conversion be escrowed and, the Holders are required to enter into any agreement necessary to effect the escrow prior to the issue of the converted shares.
- (l) The Class B Performance Shares do not confer on a Holder any right 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.

3. Conversion of Class B Performance Shares to Ordinary Shares

- (a) Subject to section 3(b), within 7 days of the achievement of the Class B Performance Share Milestone, the Class B Performance Shares will convert to Shares on the basis of one (1) fully paid ordinary share per Class B Performance Share being converted on achievement of the Class B Performance Share Milestone.
- (b) If the conversion of the Class B Performance Shares would cause a contravention of section 606 of the Corporations Act, the conversion will be subject to the approval of OZB Shareholders under item 7, section 611 of the Corporations Act, and OZB must promptly convene a meeting of OZB Shareholders for that purpose and use its best endeavours to obtain that approval.
- (c) If the Class B Performance Share Milestone has not occurred on or prior to the date that is 4 years from the date OZB is readmitted to quotation on ASX after recompliance with Chapters 1 and 2 of the ASX Listing Rules, every Class B Performance Share will be cancelled.
- (d) Upon:
 - (i) a takeover bid under Chapter 6 of the Corporations Act having been made in respect of OZB and:
 - (1) the bidder having received acceptances for not less than 50.1% of OZB's shares on issue; and
 - (2) been declared unconditional by the bidder; or
 - (ii) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of OZB or its amalgamation with any other company or companies,

then, to the extent the Class A Performance Shares have not converted due to satisfaction of the Class A Performance Share Milestone, the Class A Performance Shares automatically convert to that number of Shares which when issued together with all Shares issued under any other class of Class A Performance Shares then on issue, is equal to the lesser of one Share per Class A Performance Share and 10% of the total Shares on issue in OZB at that time Class A Performance Shares that are not

converted into Shares will continue to be held by the Holder on the same terms and conditions.

- (e) The Shares issued on conversion of the Class B Performance Shares will rank pari passu in all respects with existing Shares.

4. Compliance with Corporations Act, ASX Listing Rules and Constitution

- (a) Notwithstanding anything else contained in these terms and conditions, if the ASX Listing Rules, the Corporations Act or the Constitution prohibits an act being done, that act shall not be done.
- (b) Nothing contained in these terms and conditions prevents an act being done that any of the ASX Listing Rules, the Corporations Act or the Constitution requires to be done.
- (c) If any of the ASX Listing Rules, the Corporations Act or the Constitution conflicts with these terms and conditions, or these terms and conditions do not comply with any of the ASX Listing Rules, the Corporations Act or the Constitution, the Holders authorise OZB to do anything necessary to rectify such conflict or non-compliance, including but not limited to unilaterally amending these terms and conditions.

9.4 Terms of Tranche 1 Advisory Options

In these terms and conditions, capitalised terms have the meaning given to them in the Prospectus and Options means Advisory Options.

- (a) **Entitlement**

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

- (b) **Expiry Date**

Each Option will expire at 5.00pm (WST) on the day 18 months after the Completion Date (**Expiry Date**).

- (c) **Exercise Price**

Each Option will have an exercise price equal to \$0.02 (**Exercise Price**).

- (d) **Exercise period and lapsing**

Subject to clause (i), Options may be exercised at any time after the date of issue and prior to the Expiry Date. After this time, any unexercised Options will automatically lapse.

- (e) **Exercise Notice and payment**

Options may be exercised by notice in writing to the Company (**Exercise Notice**) together with payment of the Exercise Price for each Option being exercised. Any Exercise Notice for an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt. Cheques paid in connection with the exercise of Options must be in Australian currency, made payable to the Company and crossed "Not Negotiable".

- (f) **Shares issued on exercise**

Shares issued on exercise of Options will rank equally in all respects with then existing fully paid ordinary shares in the Company.

(g) **Quotation of Shares**

Provided that the Company is quoted on ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.

(h) **Timing of issue of Shares**

Subject to clause (i), within 5 business days after the later of the following:

- (i) receipt of an Exercise Notice given in accordance with these terms and conditions and payment of the Exercise Price for each Option being exercised by the Company if the Company is not in possession of excluded information (as defined in section 708A(7) of the Corporations Act); and
- (ii) the date the Company ceases to be in possession of excluded information with respect to the Company (if any) following the receipt of the Notice of Exercise and payment of the Exercise Price for each Option being exercised by the Company,

the Company will:

- (iii) allot and issue the Shares pursuant to the exercise of the Options;
- (iv) give ASX a notice that complies with section 708A(5)(e) of the Corporations Act (to the extent that it is legally able to do so); and
- (v) apply for Official Quotation on the ASX of the Shares issued pursuant to the exercise of the Options.

(i) **Shareholder and regulatory approvals**

Notwithstanding any other provision of these terms and conditions, exercise of Options into Shares will be subject to the Company obtaining all required (if any) Shareholder and regulatory approvals for the purpose of issuing the Shares to the holder. If exercise of the Options would result in any person being in contravention of section 606(1) of the Corporations Act then the exercise of each Option that would cause the contravention will be deferred until such time or times that the exercise would not result in a contravention of section 606(1) of the Corporations Act. Holders must give notification to the Company in writing if they consider that the exercise of the Options 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 Options will not result in any person being in contravention of section 606(1) of the Corporations Act.

(j) **Participation in new shares**

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least four business days after the issue is announced. This is intended to give the holders of Options the opportunity to exercise their Options prior to the announced record date for determining entitlements to participate in any such issue.

(k) **Adjustment for bonus issues of Shares**

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

- (i) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the holder would have received if the holder had exercised the Option before the record date for the bonus issue; and
 - (ii) no change will be made to the Exercise Price.
- (l) **Adjustment for rights issue**
If the Company makes an issue of Shares pro rata to existing Shareholders there will be no adjustment to the Exercise Price.
- (m) **Adjustments for reorganisation**
If there is any reconstruction of the issued share capital of the Company, the rights of the holders may be varied to comply with the ASX Listing Rules which apply to the reconstruction at the time of the reconstruction.
- (n) **Quotation**
The Company will not apply for quotation of the Options on ASX.
- (o) **Transferability**
Options can only be transferred with the prior written consent of the Company (which consent may be withheld in the Company's sole discretion).

9.5 Terms of Tranche 2 Advisory Options

In these terms and conditions, capitalised terms have the meaning given to them in the Prospectus and Options means the Advisory Options.

- (a) **Entitlement**
Each Option entitles the holder to subscribe for one Share upon exercise of the Option.
- (b) **Expiry Date**
Each Option will expire at 5.00pm (WST) on the day 24 months after the Completion Date (**Expiry Date**).
- (c) **Exercise Price**
Each Option will have an exercise price equal to \$0.024 (**Exercise Price**).
- (d) **Exercise period and lapsing**
Subject to clause (i), Options may be exercised at any time after the date of issue and prior to the Expiry Date. After this time, any unexercised Options will automatically lapse.
- (e) **Exercise Notice and payment**
Options may be exercised by notice in writing to the Company (**Exercise Notice**) together with payment of the Exercise Price for each Option being exercised. Any Exercise Notice for an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt. Cheques paid in connection with the exercise of Options must be in Australian currency, made payable to the Company and crossed "Not Negotiable".
- (f) **Shares issued on exercise**
Shares issued on exercise of Options will rank equally in all respects with then existing fully paid ordinary shares in the Company.

(g) **Quotation of Shares**

Provided that the Company is quoted on ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.

(h) **Timing of issue of Shares**

Subject to clause (i), within 5 business days after the later of the following:

- (i) receipt of an Exercise Notice given in accordance with these terms and conditions and payment of the Exercise Price for each Option being exercised by the Company if the Company is not in possession of excluded information (as defined in section 708A(7) of the Corporations Act); and
- (ii) the date the Company ceases to be in possession of excluded information with respect to the Company (if any) following the receipt of the Notice of Exercise and payment of the Exercise Price for each Option being exercised by the Company,

the Company will:

- (iii) allot and issue the Shares pursuant to the exercise of the Options;
- (iv) give ASX a notice that complies with section 708A(5)(e) of the Corporations Act (to the extent that it is legally able to do so); and
- (v) apply for Official Quotation on the ASX of the Shares issued pursuant to the exercise of the Options.

(i) **Shareholder and regulatory approvals**

Notwithstanding any other provision of these terms and conditions, exercise of Options into Shares will be subject to the Company obtaining all required (if any) Shareholder and regulatory approvals for the purpose of issuing the Shares to the holder. If exercise of the Options would result in any person being in contravention of section 606(1) of the Corporations Act then the exercise of each Option that would cause the contravention will be deferred until such time or times that the exercise would not result in a contravention of section 606(1) of the Corporations Act. Holders must give notification to the Company in writing if they consider that the exercise of the Options 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 Options will not result in any person being in contravention of section 606(1) of the Corporations Act.

(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. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least four business days after the issue is announced. This is intended to give the holders of Options the opportunity to exercise their Options prior to the announced record date for determining entitlements to participate in any such issue.

(k) **Adjustment for bonus issues of Shares**

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

- (i) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the holder would have received if the holder had exercised the Option before the record date for the bonus issue; and
 - (ii) no change will be made to the Exercise Price.
- (l) **Adjustment for rights issue**
If the Company makes an issue of Shares pro rata to existing Shareholders there will be no adjustment to the Exercise Price.
- (m) **Adjustments for reorganisation**
If there is any reconstruction of the issued share capital of the Company, the rights of the holders may be varied to comply with the ASX Listing Rules which apply to the reconstruction at the time of the reconstruction.
- (n) **Quotation**
The Company will not apply for quotation of the Options on ASX.
- (o) **Transferability**
Options can only be transferred with the prior written consent of the Company (which consent may be withheld in the Company's sole discretion).

9.6 Interests of experts and advisers

- (a) **No interest except as disclosed**

Other than as set out below or elsewhere in this Prospectus, no persons or entity named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus holds at the date of this Prospectus, or held at any time during the last 2 years, any interest in:
 - (i) the formation or promotion of the Company;
 - (ii) property acquired or proposed to be acquired by the Company in connection with its formation or promotion, or the Offers; or
 - (iii) the Offers,
 and the Company has not paid any amount or provided any benefit, or agreed to do so, to any of those persons for services rendered by them in connection with the formation or promotion of the Company or the Offers.
- (b) **Legal Advisor**

Price Sierakowski Corporate has acted as the solicitors to the Offers and the Australian solicitors to the Company in relation to the Offers, the proposed acquisition of 333D, the General Meeting and various other matters. The Company estimates it will pay Price Sierakowski Corporate \$70,000 (excluding GST) in connection with the Offers. Subsequently, fees will be charged in accordance with normal charge out rates. During the two years preceding lodgement of this Prospectus with ASIC, Price Sierakowski Corporate has been paid fees of \$183,332 (excluding GST).

(c) **Corporate Advisor**

Trident Capital has acted as corporate advisor to the Company. Trident Capital has also performed other work in relation to the reconstruction of the Company, including management of the recapitalisation process and preparation of documentation required as part of the recapitalisation process. During the 24 months preceding lodgement of this Prospectus with ASIC, Trident Capital has received fees from the Company in the amount of \$64,427 (excluding GST) as well as \$94,072 (excluding GST) which was converted into shares on 1 October 2015.

(d) **Investigating Accountants**

BDO Corporate Finance (WA) Pty Ltd has acted as the investigating accountant and has prepared the Investigating Accountant's Report, which is included at Section 5. The Company estimates it has and will pay BDO Corporate Finance (WA) Pty Ltd a total of \$10,000 (excluding GST) for these services. During the 24 months preceding lodgement of this Prospectus with ASIC, BDO Corporate Finance (WA) Pty Ltd has received fees from the Company in the amount of \$18,360 (excluding GST).

(e) **Auditor**

Grant Thornton Audit Pty Ltd has been appointed as auditor of the Company for which it will be paid usual commercial rates. During the 24 months preceding lodgement of this Prospectus with ASIC, Grant Thornton Audit Pty Ltd has received fees from the Company in the amount of \$46,400 (excluding GST).

9.7 Consents

Each of the parties referred to below:

- does not make the Offers;
- does not make, or purport to make, any statement that is included in this Prospectus, or a statement on which a statement made in this Prospectus is based, other than as specified below or elsewhere in this Prospectus;
- to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any part of this Prospectus other than a reference to its name and a statement contained in this Prospectus with the consent of that party as specified below; and
- has given and has not, prior to the lodgement of this Prospectus with ASIC, withdrawn its consent to the inclusion of the statements in this Prospectus that are specified below in the form and context in which the statements appear.

Price Sierakowski Corporate has given, and has not withdrawn prior to the lodgement of this Prospectus with ASIC, its written consent to being named in this Prospectus as Australian legal adviser to the Company in the form and context in which it is named.

BDO Corporate Finance (WA) Pty Ltd has given, and has not withdrawn prior to the lodgement of this Prospectus with ASIC, its written consent to being named in this Prospectus as the Investigating Accountant to the Company in the form and context in which it is named and has given and not withdrawn its consent to the inclusion of the Investigating Accountant's Report in the form and context in which it is included.

Grant Thornton Audit Pty Ltd has given, and has not withdrawn prior to the lodgement of this Prospectus with ASIC, its written consent to being named in this Prospectus as auditor of the Company in the form and context in which it is named and references to its audit reports in the text of this Prospectus.

RSM Australia Partners has given, and has not withdrawn prior to the lodgement of this Prospectus with ASIC, its written consent to being named in this Prospectus as auditor of 333D in the form and context in which it is named and references to its audit reports in the text of this Prospectus.

Trident Capital has given, and has not withdrawn prior to the lodgement of this Prospectus with ASIC, its written consent to be named in this Prospectus as the corporate advisor to the Company in the form and context in which it is named, together with all references to it in this Prospectus. Trident Capital has not authorised or caused the issue of this Prospectus and takes no responsibility for any part of this Prospectus other than the references to it. Trident Capital has not withdrawn its consent prior to the lodgement of this Prospectus with ASIC.

The Share Registry has given, and has not withdrawn prior to the lodgement of this Prospectus with ASIC, its written consent to being named in this Prospectus as the Share Registry to the Company in the form and context in which it is named. The Share Registry has had no involvement in the preparation of any part of this Prospectus other than being named as the share registry of the Company.

9.8 Expenses of the Offers

The expenses of the Offers (excluding GST) are estimated to be between approximately \$361,500 (Minimum Subscription) and \$453,500 (Maximum Subscription) and are expected to be applied towards the items set out in the table below.

Items of expenditure	Amount (Minimum Subscription)	Amount (Maximum Subscription)
Capital raising fees	\$210,000	\$300,000
Legal fees	\$70,000	\$70,000
Accounting, Tax and Independent Accountant's Report	\$10,000	\$10,000
ASIC fees	\$2,500	\$2,500
ASX fees	\$69,000	\$71,000
Total estimated expenses	\$361,500	\$453,500

9.9 Continuous disclosure obligations

As the Company is admitted to the Official List, the Company is a “disclosing entity” for the purposes of the Corporations Act. As such, it will be subject to regular reporting and disclosure obligations. Specifically, like all listed companies, the Company is required to

continuously disclose to the market any information it has which a reasonable person would expect to have a material effect on the price or the value of the Company's securities.

Price sensitive information is publicly released through ASX before it is disclosed to Shareholders and market participants. Distribution of other information to Shareholders and market participants is also managed through disclosure to ASX. In addition, the Company posts information on its website after the ASX confirms an announcement has been made, with the aim of making the information readily accessible to the widest audience.

9.10 Litigation

To the knowledge of the Directors, neither the Company nor any of its subsidiaries is involved in any litigation that is material for the purposes of this Prospectus. The Directors are not aware of any circumstances that might reasonably be expected to give rise to such, noting however the risk stated in paragraph 6.1(o).

9.11 Directors' Authorisation

The Prospectus is issued by the Company and its issue has been authorised by a resolution of the Directors.

In accordance with section 720 of the Corporations Act, each Existing Director and Proposed Director has consented to the lodgement of this Prospectus with ASIC and has not withdrawn that consent.

Signed for and on behalf of the Company.

A handwritten signature in black ink, appearing to read 'David Wheeler', with a stylized flourish at the end.

David Wheeler
Chairman
3 March 2016

10. DEFINITIONS

333D means 333D Pty Ltd ACN 603 584 069 (to be renamed “333D Holdings Pty Ltd”).

333D Business has the meaning given in Section 4.

333D Vendors means the existing holders of all the issued capital of 333D, details of which are set out in Section 11.

333D Transaction has the meaning given to that term in Section 2.2.

3DG means 3D Group Pty Ltd ACN 168 587 531.

3D Graphtech means 3D Graphtech Industries Pty Ltd ACN 169 020 053.

3DI means 3D Industries Pty Ltd ACN 168 586 703.

3D Medical means 3D Medical Limited ACN 007 817 192.

Advisory Cash means \$50,000 (exclusive of GST) payable to Street at completion.

Advisory Options means, collectively, the Tranche 1 Advisory Options and the Tranche 2 Advisory Options.

Advisory Option Offer means the offer of the Advisory Options to Street under this Prospectus.

Advisory Option Offer Application Form means the application form for participating in the Advisory Option Offer attached to and forming part of this Prospectus at Section 18.

Application Monies means the amount of money in dollars and cents payable for Shares at \$0.02 per Share pursuant to the Public Offer and the Priority Offer. No application monies will be payable pursuant to the Vendor Offer or the Facilitation Offer.

Application Forms means as the context requires, the Public Offer Application Form, the Priority Offer Application Form, the Vendor Offer Application Form, the Performance Share Offer Application Form, the Facilitation Offer Application Form, the Convertible Note Offer Application Form or the Advisory Option Application Form as the context requires – see Sections 12 to 18 of this Prospectus.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement means ASX Settlement Pty Limited ACN 008 504 532.

ASX Settlement Operating Rules means the settlement and operating rules of ASX Settlement.

Board means the board of directors of the Company.

Business Day means Monday to Friday except for any day that ASX declares is not a business day.

Capital Raising means the proposed capital raising under the Public Offer, including the Priority Offer.

CHESS means the Clearing House Electronic Subregister System operated by ASX Settlement.

Class A Performance Shares means 27,500,000 post-Consolidation performance shares in the capital of the Purchaser to be issued to the Performance Share Recipients, having the terms and conditions set out in section 9.2.

Class A Performance Share Milestone means 333D or any subsidiaries of 333D achieving aggregate gross revenue of \$5 million in the 4 years commencing from the date OZB is readmitted to quotation on ASX after re-compliance with Chapters 1 and 2 of the ASX Listing Rules.

Class B Performance Shares means 21,250,000 post-Consolidation performance shares in the capital of the Purchaser to be issued to the Performance Share Recipients, having the terms and conditions set out in section 9.3.

Class B Performance Share Milestone means 333D or any subsidiaries of 333D achieving aggregate gross revenue of \$8 million in the 4 years commencing from the date OZB is readmitted to quotation on ASX after re-compliance with Chapters 1 and 2 of the ASX Listing Rules.

Closing Date means the date that the Offers closes which is 5.00pm (WST) on 31 March 2016 or such other time and date as the Board determines.

Completion Date means the completion date under the Share Sale Agreement.

Company or **OZB** means Oz Brewing Limited ACN 118 159 881.

Consolidation means the 1 for 4 consolidation of the capital of the Company approved at the General Meeting.

Convertible Note Agreements means the convertible note agreements between the Company and the Convertible Noteholders.

Convertible Notes means the convertible notes issued pursuant to the Convertible Note Agreements.

Convertible Noteholders means the holders of the Convertible Notes.

Convertible Note Offer means the offer of Shares to the Convertible Noteholders under this Prospectus.

Convertible Note Offer Application Form means the application form for participating in the Priority Offer attached to and forming part of this Prospectus at Section 17.

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

Deed Administrator means Domenico Calabretta of Mackay Goodwin Corporate Restructuring & Advisory.

Director means a director of the Company.

DoCA means the deed of company arrangement referred to in Section 2.2.

DoCA Amendment means the amendment to the DoCA as referred to in Section 2.2.

Existing Directors means Mr David Wheeler, Mr Joe Graziano and Mr John Conidi, further details of whom are provided at Section 7.2.

Facilitation Offer means the offer of the Facilitation Shares to the Facilitators of the acquisition of the Proposed Acquisition.

Facilitation Offer Application Form means the application form for participation in the Facilitation Offer attached to and forming part of this Prospectus at Section 16.

Facilitation Shares means the 16,666,665 Shares (on a post-Consolidation basis) offered to the Facilitators under this Prospectus pursuant to the Facilitation Offer.

Facilitators means Trident Capital, Taylor Collison and Street.

General Meeting means the general meeting of Shareholders held on 28 January 2016 and described in Section 2.4.

Heads of Agreement means the Heads of Agreement dated 15 January 2015 between 333D, 333D Vendors, Street and the Company.

Investigating Accountant means BDO Corporate Finance (WA) Pty Ltd.

Loan Agreement (Tranche 1) has the meaning given in section 8.3(b).

Loan Agreement (Tranche 2) has the meaning given in section 8.3(c).

Loan Agreements means the Loan Agreement (Tranche 1) and/or the Loan Agreement (Tranche 2), as the context requires.

Maximum Subscription means the raising of \$5,000,000 by the acceptance of applications for 250,000,000 Shares at \$0.02 each pursuant to the Public Offer and the Priority Offer.

Milestones means the Class A Performance Share Milestone and/or the Class B Performance Share Milestone, as the context requires.

Minimum Subscription means the raising of \$3,500,000 by the acceptance of applications for 175,000,000 Shares at \$0.02 each pursuant to the Public Offer and the Priority Offer.

Offer Price means \$0.02 per Share under the Public Offer and the Priority Offer.

Offers means the Public Offer, the Priority Offer, the Vendor Offer, the Performance Share Offer, the Facilitation Offer, the Convertible Note Offer and the Advisory Option Offer.

Official List means the official list of the ASX.

Official Quotation means the official quotation by ASX in accordance with the ASX Listing Rules.

Opening Date means the first date for receipt of completed Application Forms which is 9:00am WST on 11 March 2016.

Performance Shares means the Class A Performance Shares and the Class B Performance Shares offered to the Performance Share Recipients pursuant to the Performance Share Offer and having the terms set out in Section 9.2.

Performance Share Offer means the offer of the Performance Shares to the Performance Share Recipients.

Performance Share Offer Application Form means the application form for participation in the Performance Share Offer attached to and forming part of this Prospectus at Section 15.

Performance Share Recipients means the intended recipients of the Performance Shares, details of which are set out in Section 11.

Priority Offer means the priority offer incorporated in the Public Offer of up to 150,000,000 Shares to eligible shareholders of Kibaran Resources Ltd and 3D Medical Limited registered as at the Priority Offer Record Date.

Priority Offer Application Form means the application form for participating in the Priority Offer attached to and forming part of this Prospectus at Section 13.

Priority Offer Record Date means the date indicated in the timetable set out in the Key Offer Details section of this Prospectus.

Proposed Acquisition means the proposed for the acquisition of shares in 333D pursuant to the Share Sale Agreement, as described in section 2.2.

Proposed Directors means Mr David Wheeler, Mr John Conidi and Mr Frank Pertile, further details of whom are provided at Section 7.3.

Prospectus means this prospectus dated 3 March 2016.

Public Offer means the offer of up to 250,000,000 Shares (on a post-Consolidation basis) to the public at an offer price of \$0.02 each pursuant to this Prospectus to raise up to \$5,000,000 before costs.

Public Offer Application Form means the application form for participation in the Public Offer attached to and forming part of this Prospectus at Section 12.

Recompliance means recompliance with Chapters 1 and 2 of the ASX Listing Rules.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Related Entity in relation to a corporation means:

- (a) a Related Body Corporate of that corporation; and
- (b) a trustee of any unit trust in relation to which that corporation, or any corporation referred to in paragraph (a), directly or indirectly:
 - (i) controls the right to appoint the trustee;

- (ii) is in a position to control the casting of, more than one half of the maximum number of votes that might be cast at a meeting of holders of units in the trust; or
- (iii) holds or is in a position to control the disposal of more than one half of the issued units of the trust.

Related Party has the meaning given to that term in the Corporations Act.

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

Shareholder means a holder of one or more shares of any class in the capital of the Company.

Share Registry means Security Transfer Registrars ACN 008 894 488 of 770 Canning Highway, Applecross, Western Australia 6153.

Share Sale Agreement means the Share Sale Agreement dated 30 July 2015 between the Company, 333D and the 333D Vendors.

Street means Street Capital Partners Pty Ltd ACN 169 019 425.

Taylor Collison means Taylor Collison Limited ACN 008 172 450.

Tranche 1 Advisory Options means the 125,000,000 options (on a post-Consolidation basis) to acquire Shares in the Company with an exercise price of \$0.02 per option and an expiry date of 18 months from the Completion Date to be issued to Street, having the terms and conditions set out in section 9.4.

Tranche 2 Advisory Options means the 62,500,000 options (on a post-Consolidation basis) to acquire Shares in the Company with an exercise price of \$0.024 per option and an expiry date of 24 months from the Completion Date to be issued to Street, having the terms and conditions set out in section 9.5.

Trident Capital means Trident Capital Pty Ltd ACN 100 561 733.

Vendor Shares means the 354,166,648 Shares (on a post-Consolidation basis) offered to the 333D Vendors under this Prospectus pursuant to the Vendor Offer.

Vendor Offer means the offer of the Vendor Shares under this Prospectus.

Vendor Offer Application Form means the application form for participation in the Vendor Offer attached to and forming part of this Prospectus at Section 14.

WST means Western Standard Time, being the time in Perth, Western Australian.

11. 333D VENDORS AND PERFORMANCE SHARE RECIPIENTS

333D Vendors	Number of Shares to be issued to 333D Vendors
Ian Arnold	601,301
Banded Peak Financial Corporation	3,607,809
Bosox Pty Ltd (ACN 109 588 187) as trustee for The Ministry Family Trust	1,202,603
Philip Carlton	1,202,603
Agatha Chun Siu Chuen	1,202,603
Clemenza Pty Ltd (ACN 160 236 331)	8,418,222
Devon Capital Group Pty Ltd (ACN 119 226 756) as trustee for the Devon Superannuation Fund	601,301
Fielding Hill Pty Ltd (ACN 168 484 866)	2,405,206
Finch Family Office Pty Ltd (ACN 603 965 582) as trustee for The Finch Family Trust	1,202,603
GFS Securities Pty Ltd (ACN 109 739 317) as trustee for the Glenfare Superannuation Fund	1,202,603
Giannina Conidi and Nicola Conidi as trustees for the Nick and Jan Conidi Superannuation Fund	3,607,809
Giokir Pty Ltd (ACN 133 160 451) as trustee for the Gioigr Family Trust	1,202,603
Hemisphere Organisation Pty Ltd (ACN 058 091 544)	962,082
Idinoc Pty Ltd (ACN 092 385 423) as trustee for the Conidi Family Trust	7,215,619
Jack Watts Promotion Pty Ltd (ACN 150 838 261)	601,301
Jennifer Polakovic and Lubos Polakovic	2,405,206
Julsan Pty Ltd (ACN 116 249 131) as trustee for the Ponte Superannuation Fund	1,202,603
Katia Pty Ltd (ACN 007 137 117)	3,607,809
Ian Kiers	2,405,206
King Spades Limited	48,104,129
Alan Kohler	1,202,603

333D Vendors	Number of Shares to be issued to 333D Vendors
Lax Consulting Pte Ltd	24,052,064
Adam Charles Lennen	1,503,254
Jordan Mason	1,202,603
James Nicolaou	601,301
Jinesh Patel	5,411,714
Perco Group Pty Ltd (ACN 110 901 356) as trustee for the FSP Trust	65,361,486
Nicolas Politopoulos	1,202,603
Dejan Popovski	18,039,048
Poutakidis Superannuation Fund Pty Ltd (ACN 102 646 257) as trustee for the Poutakidis Superannuation Fund	17,437,747
Tara Elizabeth Prowse	901,952
Sanluri Pty Ltd (ACN 107 629 747) as trustee for the Ricciardi Family Trust	2,405,206
Benjamin Clarke Sellenger as trustee for The Sellenger Family Trust	1,202,603
Seventh Avenue Investments Pty Ltd (ACN 601 910 196) as trustee for the Seventh Avenue Trust	17,137,096
Strategic Media Placement Pty Ltd (ACN 074 889 035) as trustee for the Jax Investment Trust	2,405,206
Super Impose Investments Pty Ltd (ACN 101 344 236) as trustee for the Swooper Investment Trust	4,209,111
Talisman Capital Pte Ltd	62,234,717
Testa Rossa Investments Pty Ltd (ACN 096 151 156)	2,405,206
Oliver Trajcevski	1,202,603
Triple Three Investments Pty Ltd (ACN 605 070 835)	30,245,483
Anthony Viglietti	240,520
Watts Promotions Pty Ltd (ACN 124 955 246) as trustee for the Fergus Watts Family Trust	601,301
TOTAL	354,166,648

Performance Share Recipients	Number of Class A Performance Shares to be issued to Performance Share Recipients	Number of Class B Performance Shares to be issued to Performance Share Recipients
Idinoc Pty Ltd (ACN 092 385 423) as trustee for the Conidi Family Trust	2,500,000	2,500,000
King Spades Limited	7,500,000	5,000,000
Lax Consulting Pte Ltd	6,250,000	5,000,000
Perco Group Pty Ltd (ACN 110 901 356) as trustee for the FSP Trust	2,500,000	2,500,000
Dejan Popovski	1,250,000	1,250,000
Talisman Capital Pte Ltd	7,500,000	5,000,000
TOTAL	27,500,000	21,250,000

PUBLIC OFFER APPLICATION FORM AND INSTRUCTIONS
Oz Brewing Limited ACN 118 159 881

A Number of Shares applied for
(Minimum of 100,000 Shares then multiples of 25,000 Shares)

	at \$0.02 per Share	A\$
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C Full name details, title, given name(s) (no initials) and surname or Company name

Name of applicant 1[illegible]Name of applicant 2 or <Account Designation>[illegible]Name of applicant 3 or <Account Designation>[illegible]

Number/Street

[illegible][illegible]

Suburb/Town

[illegible]

G Chess HIN (if applicable)

[illegible]

H Cheque payment details please fill out your cheque details and make your cheque is payable to “Oz Brewing Limited”

Drawer	Cheque Number	BSB Number	Account Number	Total amount of cheque
				\$

I/We declare that:

- (a) I/we agree to the terms and conditions of the Prospectus and I/we are eligible to apply for Shares under the Prospectus having regard to all applicable securities laws;
- (b) this Application Form is completed according to the declaration/appropriate statements on the reverse of this form and I/we agree to be bound by the constitution of Oz Brewing Limited; and
- (c) I/we have received personally a copy of this Prospectus accompanied by or attached to this Application Form or a copy of this Application Form or a direct derivative of this Application Form, before applying for Shares.

Return of this Application Form with your cheque for the Application Monies will constitute your offer to subscribe for Shares in the Company under the Public Offer. Please note that the Company will not accept electronic lodgement of Application Forms or electronic funds transfer.

Share Registrars Use Only	
Broker reference – Stamp only	
Broker Code	Adviser Code

D Tax File Number(s)
or exemption category

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F	Contact Details
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Contact Name

Contact telephone number

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State/postcode

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Guide to the Public Offer Application Form

This Application Form relates to the offer of Shares in Oz Brewing Limited pursuant to the Prospectus. The expiry date of the Prospectus is the date which is 13 months after the date of the Prospectus. The Prospectus contains information about investing in the Shares of Oz Brewing Limited and it is advisable to read this document before applying for Shares. A person who gives another person access to this Application Form must at the same time and by the same means give the other person access to the Prospectus, and any supplementary prospectus (if applicable), and an Application Form on request and without charge.

Please complete all relevant sections of the Application Form using BLOCK LETTERS. These instructions are cross referenced to each section of the Application Form. Further particulars in the correct forms of resistible titles to use on the Application Form are contained in the table below.

- A Insert the number of Shares you wish to apply for. The application must be for a minimum of 100,000 Shares and thereafter in multiples of 25,000 Shares.
- B Insert the relevant account Application Monies. To calculate your Application Monies, add the number of Shares applied for multiplied by \$0.02.
- C Write the full name you wish to appear on the statement of shareholdings. This must be either your own name or the name of a company. Up to three joint applicants may register. You should refer to the table below for the correct forms of registrable title. Applicants using the wrong form of title may be rejected. Clearing House Electronic Sub-Register System (CHES) participants should complete their name and address in the same format as that presently registered in the CHES system.
- D Enter your Tax File Number (TFN) or exemption category. Where applicable please enter the TFN for each joint applicant. Collection of TFNs is authorised by taxation laws. Quotation for your TFN is not compulsory and will not affect your application.
- E Please enter your postal address for all correspondence. All communications to you from the Shares Registry will be mailed to the person(s) and address as shown. For Joint applicants, only one address can be entered.
- F Please enter your telephone number(s), area code, email address and contact name in case we need to contact you in relation to your application.
- G Oz Brewing Limited will apply to the ASX to participate in CHES, operated by ASX Settlement Pty Ltd, a wholly owned subsidiary of ASX Limited. In CHES, the Company will operate an electronic CHES subregister of securities holdings and an electronic issuer sponsored subregister of securities holdings. Together the two subregisters will make up the Company's principal register of securities. The Company will not be issuing certificates to applicants in respect of securities issued.

If you are CHES participant (or are sponsored by a CHES participant) and you wish to hold securities issued to you under this Application Form in uncertified form on the CHES subregister, complete section G or forward your Application Form to your sponsoring participant for completion of this section prior to lodgement. Otherwise, leave section G blank and on issue, you will be sponsored by the Company and an SRN will be allocated to you. For Further information refer to the relevant section of the Prospectus.

- H Please complete cheque details as requested.

Make your cheque payable to "Oz Brewing Limited" in Australian currency and cross it "Not Negotiable". Your cheque must be drawn on an Australian Bank, and the amount should agree with the amount shown in section B.

Sufficient cleared funds should be held in your account, as cheques returned unpaid are likely to result in your Application Form being rejected.

- I Before completing the Application Form the applicant(s) should read the Prospectus to which the Application Form relates. By lodging the Application Form, the applicant(s) agrees that this Application Form is for shares in Oz Brewing Limited upon and subject to the terms of this Prospectus, and agrees to take any number of Shares equal to or less than the number of Shares indicated in section A that may be issued to the applicant(s) pursuant to the Prospectus and declares that all details and statements made are complete and accurate. It is not necessary to sign the Application Form.

Lodgement of Application Forms: Return your completed Application Form with cheque(s) attached to:

Delivered to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd 770 Canning Highway APPLECROSS WA 6153	Posted to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd PO Box 535 APPLECROSS WA 6953
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Application Forms must be received no later than 5.00pm (WST) on 31 March 2016 which may be changed immediately after the Opening Date at any time at the discretion of the Company.

Correct form of Registrable Title

Note that only legal entities are allowed to hold Shares. Applications must be in the name(s) of a natural person(s), companies or other legal entities acceptable to Oz Brewing Limited. At least one full given name and the surname are required for each natural person. The name of the beneficiary or any other non-registrable title may be included by way of an account designation if completed exactly as described in the example of correct forms of registrable title below:

Type of Investor	Correct form of Registrable Title	Incorrect form of Registrable Title
Individual - Use Names in full, no initials	Mr John Alfred Smith	JA Smith
Minor (a person under the age of 18) Use the name of a responsible adult, do not use the name of a minor.	John Alfred Smith <Peter Smith>	Peter Smith
Company - Use Company title, not abbreviations	ABC Pty Ltd	ABC P/L ABC Co
Trusts - Use trustee(s) personal name(s), do not use the name of the trust	Mrs Sue Smith <Sue Smith Family A/C>	Sue Smith Family Trust
Deceased Estates - Use executor(s) person name(s), do not use the name of the deceased	Ms Jane Smith <Est John Smith A/C>	Estate of Late John Smith
Partnerships - Use partners personal names, do not use the name of the partnership	Mr John Smith & Mr Michael Smith <John Smith and Son A/C>	John Smith and Son

PRIORITY OFFER APPLICATION FORM AND INSTRUCTIONS
Oz Brewing Limited ACN 118 159 881

A Number of Shares applied for
(Minimum of 100,000 Shares then multiples of 25,000 Shares)

	at \$0.02 per Share	A\$
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C Full name details, title, given name(s) (no initials) and surname or Company name

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

Total amount of cheque

				\$
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- (a) I/we agree to the terms and conditions of the Prospectus and I/we are eligible to apply for Shares under the Prospectus having regard to all applicable securities laws;
- (b) this Application Form is completed according to the declaration/appropriate statements on the reverse of this form and I/we agree to be bound by the constitution of Oz Brewing Limited; and
- (c) I/we have received personally a copy of this Prospectus accompanied by or attached to this Application Form or a copy of this Application Form or a direct derivative of this Application Form, before applying for Shares.

Share Registrars Use Only

Broker reference – Stamp only

Broker Code

Adviser Code

D Tax File Number(s)
or exemption category

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Contact Name

Contact telephone number

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State/postcode

Guide to the Priority Offer Application Form

This Application Form relates to the offer of Shares in Oz Brewing Limited pursuant to the Prospectus. The expiry date of the Prospectus is the date which is 13 months after the date of the Prospectus. The Prospectus contains information about investing in the Shares of Oz Brewing Limited and it is advisable to read this document before applying for Shares. A person who gives another person access to this Application Form must at the same time and by the same means give the other person access to the Prospectus, and any supplementary prospectus (if applicable), and an Application Form on request and without charge.

Please complete all relevant sections of the Application Form using BLOCK LETTERS. These instructions are cross referenced to each section of the Application Form. Further particulars in the correct forms of resistible titles to use on the Application Form are contained in the table below.

- A Insert the number of Shares you wish to apply for. The application must be for a minimum of 100,000 Shares and thereafter in multiples of 25,000 Shares.
- B Insert the relevant account Application Monies. To calculate your Application Monies, add the number of Shares applied for multiplied by \$0.02.
- C Write the full name you wish to appear on the statement of shareholdings. This must be either your own name or the name of a company. Up to three joint applicants may register. You should refer to the table below for the correct forms of registrable title. Applicants using the wrong form of title may be rejected. Clearing House Electronic Sub-Register System (CHES) participants should complete their name and address in the same format as that presently registered in the CHES system.
- D Enter your Tax File Number (TFN) or exemption category. Where applicable please enter the TFN for each joint applicant. Collection of TFNs is authorised by taxation laws. Quotation for your TFN is not compulsory and will not affect your application.
- E Please enter your postal address for all correspondence. All communications to you from the Shares Registry will be mailed to the person(s) and address as shown. For Joint applicants, only one address can be entered.
- F Please enter your telephone number(s), area code, email address and contact name in case we need to contact you in relation to your application.
- G Oz Brewing Limited will apply to the ASX to participate in CHES, operated by ASX Settlement Pty Ltd, a wholly owned subsidiary of ASX Limited. In CHES, the Company will operate an electronic CHES subregister of securities holdings and an electronic issuer sponsored subregister of securities holdings. Together the two subregisters will make up the Company's principal register of securities. The Company will not be issuing certificates to applicants in respect of securities issued.

If you are CHES participant (or are sponsored by a CHES participant) and you wish to hold securities issued to you under this Application Form in uncertified form on the CHES subregister, complete section G or forward your Application Form to your sponsoring participant for completion of this section prior to lodgement. Otherwise, leave section G blank and on issue, you will be sponsored by the Company and an SRN will be allocated to you. For Further information refer to the relevant section of the Prospectus.

- H Please complete cheque details as requested.

Make your cheque payable to "Oz Brewing Limited" in Australian currency and cross it "Not Negotiable". Your cheque must be drawn on an Australian Bank, and the amount should agree with the amount shown in section B.

Sufficient cleared funds should be held in your account, as cheques returned unpaid are likely to result in your Application Form being rejected.

- I Before completing the Application Form the applicant(s) should read the Prospectus to which the Application Form relates. By lodging the Application Form, the applicant(s) agrees that this Application Form is for shares in Oz Brewing Limited upon and subject to the terms of this Prospectus, and agrees to take any number of Shares equal to or less than the number of Shares indicated in section A that may be issued to the applicant(s) pursuant to the Prospectus and declares that all details and statements made are complete and accurate. It is not necessary to sign the Application Form.

Lodgement of Application Forms: Return your completed Application Form with cheque(s) attached to:

Delivered to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd 770 Canning Highway APPLECROSS WA 6153	Posted to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd PO Box 535 APPLECROSS WA 6953
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Application Forms must be received no later than 5.00pm (WST) on 31 March 2016 which may be changed immediately after the Opening Date at any time at the discretion of the Company.

Correct form of Registrable Title

Note that only legal entities are allowed to hold Shares. Applications must be in the name(s) of a natural person(s), companies or other legal entities acceptable to Oz Brewing Limited. At least one full given name and the surname are required for each natural person. The name of the beneficiary or any other non-registrable title may be included by way of an account designation if completed exactly as described in the example of correct forms of registrable title below:

Type of Investor	Correct form of Registrable Title	Incorrect form of Registrable Title
Individual - Use Names in full, no initials	Mr John Alfred Smith	JA Smith
Minor (a person under the age of 18) Use the name of a responsible adult, do not use the name of a minor.	John Alfred Smith <Peter Smith>	Peter Smith
Company - Use Company title, not abbreviations	ABC Pty Ltd	ABC P/L ABC Co
Trusts - Use trustee(s) personal name(s), do not use the name of the trust	Mrs Sue Smith <Sue Smith Family A/C>	Sue Smith Family Trust
Deceased Estates - Use executor(s) person name(s), do not use the name of the deceased	Ms Jane Smith <Est John Smith A/C>	Estate of Late John Smith
Partnerships - Use partners personal names, do not use the name of the partnership	Mr John Smith & Mr Michael Smith <John Smith and Son A/C>	John Smith and Son

14. VENDOR OFFER APPLICATION FORM

VENDOR OFFER APPLICATION FORM AND INSTRUCTIONS

Oz Brewing Limited ACN 118 159 881

Please read all instructions on the reverse of this form

A Number of Shares applied for

B Full name details, title, given name(s) (no initials) and surname or Company name

Name of Applicant 1

Name of applicant 2 or <Account Designation>

Name of applicant 3 or <Account Designation>

D Write Your Full Postal Address Here

Number/Street

Suburb/Town

F Chess HIN (if applicable)

G You should read the Prospectus dated 3 March 2016 (**Prospectus**) carefully before completing this Application Form. The Corporations Act prohibits any person from passing on this Application Form (whether in paper or electronic form) unless it is attached to or accompanies a complete and unaltered copy of the Prospectus and any relevant supplementary prospectus (whether in paper or electronic form).

I/We declare that:

- (a) this Application is completed according to the declaration/appropriate statements on the reverse of this form and agree to be bound by the constitution of Oz Brewing Limited; and
- (b) I/we have received personally a copy of this Prospectus accompanied by or attached to the Application Form or a copy of the Application Form or a direct derivative of the Application Form, before applying for Shares.

Return of the Application Form with your cheque for the Application Monies will constitute your offer to subscribe for Shares in the Company. Please note that the Company will not accept electronic lodgement of Application Forms or electronic funds transfer.

Share Registrars Use Only

Broker reference – Stamp only

Broker Code

Adviser Code

C Tax File Number(s) or exemption category

E Contact Details

Contact Name

Contact daytime telephone

State/postcode

Guide to the Vendor Offer Application Form

This Application Form relates to the offer of Shares in Oz Brewing Limited pursuant to the Prospectus. The expiry date of the Prospectus is the date which is 13 months after the date of the Prospectus. The Prospectus contains information about investing in the Shares of Oz Brewing Limited and it is advisable to read this document before applying for Shares. A person who gives another person access to this Application Form must at the same time and by the same means give the other person access to the Prospectus, and any supplementary prospectus (if applicable), and an Application Form on request and without charge.

Please complete all the relevant sections of the Application Form using BLOCK LETTERS. These instructions are cross referenced to each section of the Application Form. Further particulars in the correct forms of registrable titles to use on the Application Form are contained in the table below.

- A Insert the number of Shares you wish to apply for.
- B Write the full name you wish to appear on the statement of shareholdings. This must be either your own name or the name of the Company. Up to three joint Applicants may register. You should refer to the table below for the correct forms of registrable title. Applicants using the wrong form of title may be rejected. Clearing House Electronic Sub-Register System (CHES) participants should complete their name and address in the same format as that presently registered in the CHES system.
- C Enter your Tax File Number (TFN) or exemption category. Where applicable please enter the TFN for each joint Applicant. Collection of TFNs is authorised by taxation laws. Quotation for your TFN is not compulsory and will not affect your Application.
- D Please enter your postal address for all correspondence. All communications to you from the Shares Registry will be mailed to the person(s) and address as shown. For Joint Applicants, only one address can be entered.
- E Please enter your telephone number(s), area code, email address and contact name in case we need to contact you in relation to your Application.
- F Oz Brewing Limited will apply to the ASX to participate in CHES, operated by ASX Settlement and Transfer Corporation Pty Ltd, a wholly owned subsidiary of ASX Limited. In CHES, the Company will operate an electronic CHES subregister of securities holdings and an electronic issuer sponsored subregister of securities holdings. Together the two subregisters will make up the Company's principal register of securities. The Company will not be issuing certificates to applicants in respect of securities allotted.

If you are CHES participant (or are sponsored by a CHES participant) and you wish to hold securities allotted to you under this Application in uncertified form on the CHES subregister, complete Section G or forward your Application Form to your sponsoring participant for completion of this section prior to lodgement. Otherwise, leave Section F blank and on allotment, you will be sponsored by the Company and an SRN will be allocated to you. For Further information refer to the relevant section of the Prospectus.

- G Before completing the Application Form the Applicant(s) should read the Prospectus to which the Application relates. By lodging the Application Form, the Applicant(s) agrees that this Application is for Shares in Oz Brewing Limited upon and subject to the terms of this Prospectus, and agrees to take any number of Shares equal to or less than the number of Shares indicated in Section A that may be allotted to the Applicant(s) pursuant to the Prospectus and declares that all details and statements made are complete and accurate. It is not necessary to sign the Application Form.

Lodgement of Applications: Return your completed Application Form with cheque(s) attached to:

Delivered to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd 770 Canning Highway APPLECROSS WA 6153	Posted to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd PO Box 535 APPLECROSS WA 6953
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Application Forms must be received no later than 5.00pm on 31 March 2016 which may be changed immediately after the Opening Date at any time at the discretion of the Company.

Correct form of Registrable Title

Note that only legal entities are allowed to hold Shares. Applications must be in the name(s) of a natural person(s), companies or other legal entities acceptable to Oz Brewing Limited. At least one full given name and the surname are required for each natural person. The name of the beneficiary or any other non-registrable title may be included by way of an account designation if completed exactly as described in the example of correct forms of registrable title below:

Type of Investor	Correct form of Registrable Title	Incorrect form of Registrable Title
Individual - Use Names in full, no initials	Mr John Alfred Smith	JA Smith
Minor (a person under the age of 18) Use the name of a responsible adult, do not use the name of a minor.	John Alfred Smith <Peter Smith>	Peter Smith
Company - Use Company title, not abbreviations	ABC Pty Ltd	ABC P/L ABC Co
Trusts - Use trustee(s) personal name(s), do not use the name of the trust	Mrs Sue Smith <Sue Smith Family A/C>	Sue Smith Family Trust
Deceased Estates - Use executor(s) person name(s), do not use the name of the deceased	Ms Jane Smith <Est John Smith A/C>	Estate of Late John Smith
Partnerships - Use partners personal names, do not use the name of the partnership	Mr John Smith & Mr Michael Smith <John Smith and Son A/C>	John Smith and Son

15. PERFORMANCE SHARE OFFER APPLICATION FORM

PERFORMANCE SHARE OFFER APPLICATION FORM AND INSTRUCTIONS

Oz Brewing Limited ACN 118 159 881

Please read all instructions on the reverse of this form

A Number of Performance Shares applied for

B Full name details, title, given name(s) (no initials) and surname or Company name

Name of Applicant 1

Name of applicant 2 or <Account Designation>

Name of applicant 3 or <Account Designation>

D Write Your Full Postal Address Here

Number/Street

Suburb/Town

F Chess HIN (if applicable)

G You should read the Prospectus dated 3 March 2016 (**Prospectus**) carefully before completing this Application Form. The Corporations Act prohibits any person from passing on this Application Form (whether in paper or electronic form) unless it is attached to or accompanies a complete and unaltered copy of the Prospectus and any relevant supplementary prospectus (whether in paper or electronic form).

I/We declare that:

- (a) this Application Form is completed according to the declaration/appropriate statements on the reverse of this form and agree to be bound by the constitution of Oz Brewing Limited; and
- (b) I/we have received personally a copy of this Prospectus accompanied by or attached to the Application Form or a copy of the Application Form or a direct derivative of the Application Form, before applying for Performance Shares.

Return of the Application Form with your cheque for the Application Monies will constitute your offer to subscribe for Performance Shares in the Company. Please note that the Company will not accept electronic lodgement of Application Forms or electronic funds transfer.

Share Registrars Use Only

Broker reference – Stamp only

Broker Code

Adviser Code

C Tax File Number(s) or exemption category

E Contact Details

Contact Name

Contact daytime telephone

State/postcode

Guide to the Performance Share Offer Application Form

This Application Form relates to the offer of Performance Shares in Oz Brewing Limited pursuant to the Prospectus. The expiry date of the Prospectus is the date which is 13 months after the date of the Prospectus. The Prospectus contains information about investing in the Shares of Oz Brewing Limited and it is advisable to read this document before applying for Performance Shares. A person who gives another person access to this Application Form must at the same time and by the same means give the other person access to the Prospectus, and any supplementary prospectus (if applicable), and an Application Form on request and without charge.

Please complete all the relevant sections of the Application Form using BLOCK LETTERS. These instructions are cross referenced to each section of the Application Form. Further particulars in the correct forms of registrable titles to use on the Application Form are contained in the table below.

- A Insert the number of Performance Shares you wish to apply for.
- B Write the full name you wish to appear on the statement of shareholdings. This must be either your own name or the name of the Company. Up to three joint Applicants may register. You should refer to the table below for the correct forms of registrable title. Applicants using the wrong form of title may be rejected. Clearing House Electronic Sub-Register System (CHES) participants should complete their name and address in the same format as that presently registered in the CHES system.
- C Enter your Tax File Number (TFN) or exemption category. Where applicable please enter the TFN for each joint Applicant. Collection of TFNs is authorised by taxation laws. Quotation for your TFN is not compulsory and will not affect your Application.
- D Please enter your postal address for all correspondence. All communications to you from the Shares Registry will be mailed to the person(s) and address as shown. For Joint Applicants, only one address can be entered.
- E Please enter your telephone number(s), area code, email address and contact name in case we need to contact you in relation to your Application.
- F Oz Brewing Limited will apply to the ASX to participate in CHES, operated by ASX Settlement and Transfer Corporation Pty Ltd, a wholly owned subsidiary of ASX Limited. In CHES, the Company will operate an electronic CHES subregister of securities holdings and an electronic issuer sponsored subregister of securities holdings. Together the two subregisters will make up the Company's principal register of securities. The Company will not be issuing certificates to Applicants in respect of securities allotted.

If you are CHES participant (or are sponsored by a CHES participant) and you wish to hold securities allotted to you under this Application Form in uncertified form on the CHES subregister, complete Section G or forward your Application Form to your sponsoring participant for completion of this section prior to lodgement. Otherwise, leave Section F blank and on allotment, you will be sponsored by the Company and an SRN will be allocated to you. For Further information refer to the relevant section of the Prospectus.

- G Before completing the Application Form the Applicant(s) should read the Prospectus to which the Application relates. By lodging the Application Form, the Applicant(s) agrees that this Application is for Performance Shares in Oz Brewing Limited upon and subject to the terms of this Prospectus, and agrees to take any number of Performance Shares equal to or less than the number of Performance Shares indicated in Section A that may be allotted to the Applicant(s) pursuant to the Prospectus and declares that all details and statements made are complete and accurate. It is not necessary to sign the Application Form.

Lodgement of Applications: Return your completed Application Form with cheque(s) attached to:

Delivered to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd 770 Canning Highway APPLECROSS WA 6153	Posted to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd PO Box 535 APPLECROSS WA 6953
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Application Forms must be received no later than 5.00pm on 31 March 2016 which may be changed immediately after the Opening Date at any time at the discretion of the Company

Correct form of Registrable Title

Note that only legal entities are allowed to hold Performance Shares. Applications must be in the name(s) of a natural person(s), companies or other legal entities acceptable to Oz Brewing Limited. At least one full given name and the surname are required for each natural person. The name of the beneficiary or any other non-registrable title may be included by way of an account designation if completed exactly as described in the example of correct forms of registrable title below:

Type of Investor	Correct form of Registrable Title	Incorrect form of Registrable Title
Individual - Use Names in full, no initials	Mr John Alfred Smith	JA Smith
Minor (a person under the age of 18) Use the name of a responsible adult, do not use the name of a minor.	John Alfred Smith <Peter Smith>	Peter Smith
Company - Use Company title, not abbreviations	ABC Pty Ltd	ABC P/L ABC Co
Trusts - Use trustee(s) personal name(s), do not use the name of the trust	Mrs Sue Smith <Sue Smith Family A/C>	Sue Smith Family Trust
Deceased Estates - Use executor(s) person name(s), do not use the name of the deceased	Ms Jane Smith <Est John Smith A/C>	Estate of Late John Smith
Partnerships - Use partners personal names, do not use the name of the partnership	Mr John Smith & Mr Michael Smith <John Smith and Son A/C>	John Smith and Son

16. FACILITATION OFFER APPLICATION FORM

FACILITATION OFFER APPLICATION FORM AND INSTRUCTIONS

Oz Brewing Limited ACN 118 159 881

Please read all instructions on the reverse of this form

A Number of Shares applied for

B Full name details, title, given name(s) (no initials) and surname or Company name

Name of Applicant 1

Name of applicant 2 or <Account Designation>

Name of applicant 3 or <Account Designation>

D Write Your Full Postal Address Here

Number/Street

Suburb/Town

F Chess HIN (if applicable)

G You should read the Prospectus dated 3 March 2016 (**Prospectus**) carefully before completing this Application Form. The Corporations Act prohibits any person from passing on this Application Form (whether in paper or electronic form) unless it is attached to or accompanies a complete and unaltered copy of the Prospectus and any relevant supplementary prospectus (whether in paper or electronic form).

I/We declare that:

- (a) this Application is completed according to the declaration/appropriate statements on the reverse of this form and agree to be bound by the constitution of Oz Brewing Limited; and
- (b) I/we have received personally a copy of this Prospectus accompanied by or attached to the Application Form or a copy of the Application Form or a direct derivative of the Application Form, before applying for Shares.

Return of the Application Form with your cheque for the Application Monies will constitute your offer to subscribe for Shares in the Company. Please note that the Company will not accept electronic lodgement of Application Forms or electronic funds transfer.

Share Registrars Use Only

Broker reference – Stamp only

Broker Code

Adviser Code

C Tax File Number(s) or exemption category

E Contact Details

Contact Name

Contact daytime telephone

State/postcode

Guide to the Facilitation Offer Application Form

This Application Form relates to the offer of Shares in Oz Brewing Limited pursuant to the Prospectus. The expiry date of the Prospectus is the date which is 13 months after the date of the Prospectus. The Prospectus contains information about investing in the Shares of Oz Brewing Limited and it is advisable to read this document before applying for Shares. A person who gives another person access to this Application Form must at the same time and by the same means give the other person access to the Prospectus, and any supplementary prospectus (if applicable), and an Application Form on request and without charge.

Please complete all the relevant sections of the Application Form using BLOCK LETTERS. These instructions are cross referenced to each section of the Application Form. Further particulars in the correct forms of registrable titles to use on the Application Form are contained in the table below.

- A Insert the number of Shares you wish to apply for.
- B Write the full name you wish to appear on the statement of shareholdings. This must be either your own name or the name of the Company. Up to three joint Applicants may register. You should refer to the table below for the correct forms of registrable title. Applicants using the wrong form of title may be rejected. Clearing House Electronic Sub-Register System (CHES) participants should complete their name and address in the same format as that presently registered in the CHES system.
- C Enter your Tax File Number (TFN) or exemption category. Where applicable please enter the TFN for each joint Applicant. Collection of TFNs is authorised by taxation laws. Quotation for your TFN is not compulsory and will not affect your Application.
- D Please enter your postal address for all correspondence. All communications to you from the Shares Registry will be mailed to the person(s) and address as shown. For Joint Applicants, only one address can be entered.
- E Please enter your telephone number(s), area code, email address and contact name in case we need to contact you in relation to your Application.
- F Oz Brewing Limited will apply to the ASX to participate in CHES, operated by ASX Settlement and Transfer Corporation Pty Ltd, a wholly owned subsidiary of ASX Limited. In CHES, the Company will operate an electronic CHES subregister of securities holdings and an electronic issuer sponsored subregister of securities holdings. Together the two subregisters will make up the Company's principal register of securities. The Company will not be issuing certificates to applicants in respect of securities allotted.

If you are CHES participant (or are sponsored by a CHES participant) and you wish to hold securities allotted to you under this Application in uncertified form on the CHES subregister, complete Section G or forward your Application Form to your sponsoring participant for completion of this section prior to lodgement. Otherwise, leave Section F blank and on allotment, you will be sponsored by the Company and an SRN will be allocated to you. For Further information refer to the relevant section of the Prospectus.

- G Before completing the Application Form the Applicant(s) should read the Prospectus to which the Application relates. By lodging the Application Form, the Applicant(s) agrees that this Application is for Shares in Oz Brewing Limited upon and subject to the terms of this Prospectus, and agrees to take any number of Shares equal to or less than the number of Shares indicated in Section A that may be allotted to the Applicant(s) pursuant to the Prospectus and declares that all details and statements made are complete and accurate. It is not necessary to sign the Application Form.

Lodgement of Applications: Return your completed Application Form with cheque(s) attached to:

Delivered to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd 770 Canning Highway APPLECROSS WA 6153	Posted to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd PO Box 535 APPLECROSS WA 6953
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Application Forms must be received no later than 5.00pm on 31 March 2016 which may be changed immediately after the Opening Date at any time at the discretion of the Company

Correct form of Registrable Title

Note that only legal entities are allowed to hold Shares. Applications must be in the name(s) of a natural person(s), companies or other legal entities acceptable to Oz Brewing Limited. At least one full given name and the surname are required for each natural person. The name of the beneficiary or any other non-registrable title may be included by way of an account designation if completed exactly as described in the example of correct forms of registrable title below:

Type of Investor	Correct form of Registrable Title	Incorrect form of Registrable Title
Individual - Use Names in full, no initials	Mr John Alfred Smith	JA Smith
Minor (a person under the age of 18) Use the name of a responsible adult, do not use the name of a minor.	John Alfred Smith <Peter Smith>	Peter Smith
Company - Use Company title, not abbreviations	ABC Pty Ltd	ABC P/L ABC Co
Trusts - Use trustee(s) personal name(s), do not use the name of the trust	Mrs Sue Smith <Sue Smith Family A/C>	Sue Smith Family Trust
Deceased Estates - Use executor(s) person name(s), do not use the name of the deceased	Ms Jane Smith <Est John Smith A/C>	Estate of Late John Smith
Partnerships - Use partners personal names, do not use the name of the partnership	Mr John Smith & Mr Michael Smith <John Smith and Son A/C>	John Smith and Son

17. CONVERTIBLE NOTE OFFER APPLICATION FORM

CONVERTIBLE NOTE OFFER APPLICATION FORM AND INSTRUCTIONS

Oz Brewing Limited ACN 118 159 881

Please read all instructions on the reverse of this form

A Number of Shares applied for

B Full name details, title, given name(s) (no initials) and surname or Company name

Name of Applicant 1

Name of applicant 2 or <Account Designation>

Name of applicant 3 or <Account Designation>

D Write Your Full Postal Address Here

Number/Street

Suburb/Town

F Chess HIN (if applicable)

G You should read the Prospectus dated 3 March 2016 (**Prospectus**) carefully before completing this Application Form. The Corporations Act prohibits any person from passing on this Application Form (whether in paper or electronic form) unless it is attached to or accompanies a complete and unaltered copy of the Prospectus and any relevant supplementary prospectus (whether in paper or electronic form).

I/We declare that:

- (a) this Application is completed according to the declaration/appropriate statements on the reverse of this form and agree to be bound by the constitution of Oz Brewing Limited; and
- (b) I/we have received personally a copy of this Prospectus accompanied by or attached to the Application Form or a copy of the Application Form or a direct derivative of the Application Form, before applying for Shares.

Return of the Application Form with your cheque for the Application Monies will constitute your offer to subscribe for Shares in the Company. Please note that the Company will not accept electronic lodgement of Application Forms or electronic funds transfer.

Share Registrars Use Only

Broker reference – Stamp only

Broker Code

Adviser Code

C Tax File Number(s) or exemption category

E Contact Details

Contact Name

Contact daytime telephone

State/postcode

Guide to the Convertible Note Offer Application Form

This Application Form relates to the offer of Shares in Oz Brewing Limited pursuant to the Prospectus. The expiry date of the Prospectus is the date which is 13 months after the date of the Prospectus. The Prospectus contains information about investing in the Shares of Oz Brewing Limited and it is advisable to read this document before applying for Shares. A person who gives another person access to this Application Form must at the same time and by the same means give the other person access to the Prospectus, and any supplementary prospectus (if applicable), and an Application Form on request and without charge.

Please complete all the relevant sections of the Application Form using BLOCK LETTERS. These instructions are cross referenced to each section of the Application Form. Further particulars in the correct forms of registrable titles to use on the Application Form are contained in the table below.

- A Insert the number of Shares you wish to apply for.
- B Write the full name you wish to appear on the statement of shareholdings. This must be either your own name or the name of the Company. Up to three joint Applicants may register. You should refer to the table below for the correct forms of registrable title. Applicants using the wrong form of title may be rejected. Clearing House Electronic Sub-Register System (CHES) participants should complete their name and address in the same format as that presently registered in the CHES system.
- C Enter your Tax File Number (TFN) or exemption category. Where applicable please enter the TFN for each joint Applicant. Collection of TFNs is authorised by taxation laws. Quotation for your TFN is not compulsory and will not affect your Application.
- D Please enter your postal address for all correspondence. All communications to you from the Shares Registry will be mailed to the person(s) and address as shown. For Joint Applicants, only one address can be entered.
- E Please enter your telephone number(s), area code, email address and contact name in case we need to contact you in relation to your Application.
- F Oz Brewing Limited will apply to the ASX to participate in CHES, operated by ASX Settlement and Transfer Corporation Pty Ltd, a wholly owned subsidiary of ASX Limited. In CHES, the Company will operate an electronic CHES subregister of securities holdings and an electronic issuer sponsored subregister of securities holdings. Together the two subregisters will make up the Company's principal register of securities. The Company will not be issuing certificates to applicants in respect of securities allotted.

If you are CHES participant (or are sponsored by a CHES participant) and you wish to hold securities allotted to you under this Application in uncertified form on the CHES subregister, complete Section G or forward your Application Form to your sponsoring participant for completion of this section prior to lodgement. Otherwise, leave Section F blank and on allotment, you will be sponsored by the Company and an SRN will be allocated to you. For Further information refer to the relevant section of the Prospectus.

- G Before completing the Application Form the Applicant(s) should read the Prospectus to which the Application relates. By lodging the Application Form, the Applicant(s) agrees that this Application is for Shares in Oz Brewing Limited upon and subject to the terms of this Prospectus, and agrees to take any number of Shares equal to or less than the number of Shares indicated in Section A that may be allotted to the Applicant(s) pursuant to the Prospectus and declares that all details and statements made are complete and accurate. It is not necessary to sign the Application Form.

Lodgement of Applications: Return your completed Application Form with cheque(s) attached to:

Delivered to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd 770 Canning Highway APPLECROSS WA 6153	Posted to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd PO Box 535 APPLECROSS WA 6953
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Application Forms must be received no later than 5.00pm on 31 March 2016 which may be changed immediately after the Opening Date at any time at the discretion of the Company

Correct form of Registrable Title

Note that only legal entities are allowed to hold Shares. Applications must be in the name(s) of a natural person(s), companies or other legal entities acceptable to Oz Brewing Limited. At least one full given name and the surname are required for each natural person. The name of the beneficiary or any other non-registrable title may be included by way of an account designation if completed exactly as described in the example of correct forms of registrable title below:

Type of Investor	Correct form of Registrable Title	Incorrect form of Registrable Title
Individual - Use Names in full, no initials	Mr John Alfred Smith	JA Smith
Minor (a person under the age of 18) Use the name of a responsible adult, do not use the name of a minor.	John Alfred Smith <Peter Smith>	Peter Smith
Company - Use Company title, not abbreviations	ABC Pty Ltd	ABC P/L ABC Co
Trusts - Use trustee(s) personal name(s), do not use the name of the trust	Mrs Sue Smith <Sue Smith Family A/C>	Sue Smith Family Trust
Deceased Estates - Use executor(s) person name(s), do not use the name of the deceased	Ms Jane Smith <Est John Smith A/C>	Estate of Late John Smith
Partnerships - Use partners personal names, do not use the name of the partnership	Mr John Smith & Mr Michael Smith <John Smith and Son A/C>	John Smith and Son

18. ADVISORY OPTION OFFER APPLICATION FORM

ADVSIORY OPTION OFFER APPLICATION FORM AND INSTRUCTIONS

Oz Brewing Limited ACN 118 159 881

Please read all instructions on the reverse of this form

A Number of Advisory Options applied for

B Full name details, title, given name(s) (no initials) and surname or Company name

Name of Applicant 1

Name of applicant 2 or <Account Designation>

Name of applicant 3 or <Account Designation>

D Write Your Full Postal Address Here

Number/Street

Suburb/Town

F Chess HIN (if applicable)

G You should read the Prospectus dated 3 March 2016 (**Prospectus**) carefully before completing this Application Form. The Corporations Act prohibits any person from passing on this Application Form (whether in paper or electronic form) unless it is attached to or accompanies a complete and unaltered copy of the Prospectus and any relevant supplementary prospectus (whether in paper or electronic form).

I/We declare that:

- (a) this Application is completed according to the declaration/appropriate statements on the reverse of this form and agree to be bound by the constitution of Oz Brewing Limited; and
- (b) I/we have received personally a copy of this Prospectus accompanied by or attached to the Application Form or a copy of the Application Form or a direct derivative of the Application Form, before applying for Options.

Return of the Application Form with your cheque for the Application Monies will constitute your offer to subscribe for Options in the Company. Please note that the Company will not accept electronic lodgement of Application Forms or electronic funds transfer.

Share Registrars Use Only

Broker reference – Stamp only

Broker Code

Adviser Code

C Tax File Number(s) or exemption category

E Contact Details

Contact Name

Contact daytime telephone

State/postcode

Guide to the Advisory Option Offer Application Form

This Application Form relates to the offer of Advisory Options in Oz Brewing Limited pursuant to the Prospectus. The expiry date of the Prospectus is the date which is 13 months after the date of the Prospectus. The Prospectus contains information about investing in the Advisory Options of Oz Brewing Limited and it is advisable to read this document before applying for Advisory Options. A person who gives another person access to this Application Form must at the same time and by the same means give the other person access to the Prospectus, and any supplementary prospectus (if applicable), and an Application Form on request and without charge.

Please complete all the relevant sections of the Application Form using BLOCK LETTERS. These instructions are cross referenced to each section of the Application Form. Further particulars in the correct forms of registrable titles to use on the Application Form are contained in the table below.

- A Insert the number of Advisory Options you wish to apply for.
- B Write the full name you wish to appear on the statement of shareholdings. This must be either your own name or the name of the Company. Up to three joint Applicants may register. You should refer to the table below for the correct forms of registrable title. Applicants using the wrong form of title may be rejected. Clearing House Electronic Sub-Register System (CHES) participants should complete their name and address in the same format as that presently registered in the CHES system.
- C Enter your Tax File Number (TFN) or exemption category. Where applicable please enter the TFN for each joint Applicant. Collection of TFNs is authorised by taxation laws. Quotation for your TFN is not compulsory and will not affect your Application.
- D Please enter your postal address for all correspondence. All communications to you from the Shares Registry will be mailed to the person(s) and address as shown. For Joint Applicants, only one address can be entered.
- E Please enter your telephone number(s), area code, email address and contact name in case we need to contact you in relation to your Application.
- F Oz Brewing Limited will apply to the ASX to participate in CHES, operated by ASX Settlement and Transfer Corporation Pty Ltd, a wholly owned subsidiary of ASX Limited. In CHES, the Company will operate an electronic CHES subregister of securities holdings and an electronic issuer sponsored subregister of securities holdings. Together the two subregisters will make up the Company's principal register of securities. The Company will not be issuing certificates to applicants in respect of securities allotted.

If you are CHES participant (or are sponsored by a CHES participant) and you wish to hold securities allotted to you under this Application in uncertified form on the CHES subregister, complete Section G or forward your Application Form to your sponsoring participant for completion of this section prior to lodgement. Otherwise, leave Section F blank and on allotment, you will be sponsored by the Company and an SRN will be allocated to you. For Further information refer to the relevant section of the Prospectus.

- G Before completing the Application Form the Applicant(s) should read the Prospectus to which the Application relates. By lodging the Application Form, the Applicant(s) agrees that this Application is for Advisory Options in Oz Brewing Limited upon and subject to the terms of this Prospectus, and agrees to take any number of Advisory Options equal to or less than the number of Advisory Options indicated in Section A that may be allotted to the Applicant(s) pursuant to the Prospectus and declares that all details and statements made are complete and accurate. It is not necessary to sign the Application Form.

Lodgement of Applications: Return your completed Application Form with cheque(s) attached to:

Delivered to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd 770 Canning Highway APPLECROSS WA 6153	Posted to: Oz Brewing Limited c/- Security Transfer Registrars Pty Ltd PO Box 535 APPLECROSS WA 6953
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Application Forms must be received no later than 5.00pm on 31 March 2016 which may be changed immediately after the Opening Date at any time at the discretion of the Company

Correct form of Registrable Title

Note that only legal entities are allowed to hold Advisory Options. Applications must be in the name(s) of a natural person(s), companies or other legal entities acceptable to Oz Brewing Limited. At least one full given name and the surname are required for each natural person. The name of the beneficiary or any other non-registrable title may be included by way of an account designation if completed exactly as described in the example of correct forms of registrable title below:

Type of Investor	Correct form of Registrable Title	Incorrect form of Registrable Title
Individual - Use Names in full, no initials	Mr John Alfred Smith	JA Smith
Minor (a person under the age of 18) Use the name of a responsible adult, do not use the name of a minor.	John Alfred Smith <Peter Smith>	Peter Smith
Company - Use Company title, not abbreviations	ABC Pty Ltd	ABC P/L ABC Co
Trusts - Use trustee(s) personal name(s), do not use the name of the trust	Mrs Sue Smith <Sue Smith Family A/C>	Sue Smith Family Trust
Deceased Estates - Use executor(s) person name(s), do not use the name of the deceased	Ms Jane Smith <Est John Smith A/C>	Estate of Late John Smith
Partnerships - Use partners personal names, do not use the name of the partnership	Mr John Smith & Mr Michael Smith <John Smith and Son A/C>	John Smith and Son