
SOUTHERN CROWN RESOURCES LTD

(TO BE RENAMED 'YOJEE LIMITED')

ACN 143 416 531

NOTICE OF GENERAL MEETING

TIME: 11:00 am (WST)

DATE: 26 April 2016

PLACE: First Floor
35 Richardson Street
West Perth, WA

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

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on +61 3 9813 3882.

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IMPORTANT INFORMATION

Time and place of Meeting

Notice is given that the Meeting will be held at 11:00 am (WST) on 26 April 2016 at:

First Floor
35 Richardson Street
West Perth, WA

Your vote is important

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

Voting eligibility

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 11:00am (WST) on 24 April 2016.

Voting in person

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

Voting by proxy

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

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

- each Shareholder has a right to appoint a proxy;
- the proxy need not be a Shareholder of the Company; and

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

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

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

Further details on these changes are set out below.

Proxy vote if appointment specifies way to vote

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, **if it does:**

- the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (ie as directed); and
- if the proxy has 2 or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands; and
- if the proxy is the chair of the meeting at which the resolution is voted on, the proxy must vote on a poll, and must vote that way (ie as directed); and
- if the proxy is not the chair, the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (ie as directed).

Transfer of non-chair proxy to chair in certain circumstances

Section 250BC of the Corporations Act provides that, if:

- an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members; and
- the appointed proxy is not the chair of the meeting; and
- at the meeting, a poll is duly demanded on the resolution; and
- either of the following applies:
 - the proxy is not recorded as attending the meeting; or
 - the proxy does not vote on the resolution,

the chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

BUSINESS OF THE MEETING

AGENDA

1. RESOLUTION 1 – CHANGE TO NATURE AND SCALE OF ACTIVITIES

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

“That, subject to the passing of all Acquisition Resolutions, for the purpose of ASX Listing Rule 11.1.2 and for all other purposes, approval is given for the Company to complete the Acquisition as described in the Explanatory Statement and to consequently make a significant change to the nature and scale of its activities.”

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person who may obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, if the Resolution is passed and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

2. RESOLUTION 2 – CREATION OF NEW CLASS OF SECURITIES – PERFORMANCE SHARES

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

“That, subject to the passing of all Acquisition Resolutions, for the purpose of section 246B of the Corporations Act, clause 2.4 of the Constitution and for all other purposes, the Company is authorised to issue Performance Shares on the terms and conditions set out in the Explanatory Statement.”

3. RESOLUTION 3 – ISSUE OF CONSIDERATION SECURITIES TO NON-RELATED PARTY VENDORS

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

“That, subject to the passing of all Acquisition Resolutions, for the purposes of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 142,500,000 Shares, 190,000,000 Performance Shares and 95,000,000 Options on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person who may participate in the proposed issue and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, if the Resolution is passed and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

4. RESOLUTION 4 – ISSUE OF CONSIDERATION SECURITIES TO RELATED PARTY VENDOR – SHANNON ROBINSON

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

“That, subject to the passing of all Acquisition Resolutions, for the purposes of ASX Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue up to 7,500,000 Shares, 10,000,000 Performance Shares and 5,000,000 Options to Shannon Robinson (or her nominee) on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion Statement: The Company will disregard any votes cast on this Resolution by Shannon Robinson (or her nominee) and any of their associates. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

5. RESOLUTION 5 – CAPITAL RAISING PURSUANT TO A PROSPECTUS

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

“That, subject to the passing of all Acquisition Resolutions, for the purposes of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 160,498,518 Shares on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person who may participate in the proposed issue and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, if the Resolution is passed and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

6. RESOLUTION 6 – RE-ELECTION OF DIRECTOR – SHANNON ROBINSON

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

“That, for the purpose of clause 13.4 of the Constitution, ASX Listing Rule 14.4 and for all other purposes, Shannon Robinson, a Director who was appointed casually on 20 January 2016, retires, and being eligible, is re-elected as a Director.”

7. RESOLUTION 7 – ELECTION OF DIRECTOR – EDWARD CLARKE

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

“That, subject to the passing of all Acquisition Resolutions and for all purposes, Edward Clarke, and having been nominated and given his consent to act, be elected as a director of the Company with effect from Completion of the Acquisition.”

8. RESOLUTION 8 – CHANGE OF COMPANY NAME

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

"That, subject to completion of the Acquisition, for the purposes of section 157(1)(a) of the Corporations Act and for all other purposes, approval is given for the name of the Company to be changed to 'Yojee Limited'."

9. RESOLUTION 9 – ISSUE OF EXECUTIVE SECURITIES

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

"That, subject to the passing of all Acquisition Resolutions, for the purposes of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 22,000,000 Options on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person who may participate in the proposed issue and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, if the Resolution is passed and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

10. RESOLUTION 10 – ADOPTION OF INCENTIVE PERFORMANCE RIGHTS PLAN

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

"That, subject to the passing of all Acquisition Resolutions, for the purposes of ASX Listing Rule 7.2 (Exception 9(b)) and for all other purposes, approval is given for the Company to adopt an employee incentive scheme titled "Yojee Limited – Incentive Performance Rights Plan" and for the issue of securities under that Plan, on the terms and conditions set out in the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any Director, other than any Directors who are ineligible to participate in any employee incentive scheme in relation to the Company, and any associates of those Directors. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

Voting Prohibition Statement:

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

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

However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly.

Dated: 24 March 2016

By order of the Board

Adrian Hill
Company Secretary

EXPLANATORY STATEMENT

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

1. ACQUISITION OF YOJEE PTY LTD

1.1 Background

The Company was incorporated on 30 April 2010 and was admitted to the Official List of the ASX on 2 December 2010. The Company currently holds a 100% interest in the Ropewalk Project, a gold exploration project, located in Queensland. Details of the Company's most recent activities are set out in its Annual Report lodged with ASX on 9 September 2015, its Quarterly Activities Reports lodged with ASX on 29 October 2015 and 29 January 2016 and the Half Year Financial Report for the 6 months ended 31 December 2015 lodged 11 February 2016.

Recently, the Company has been evaluating new resources and technology opportunities in Australia and overseas that have the potential to add Shareholder value.

On 29 April 2015, the Company signed a binding terms sheet to acquire all of the shares in Homepeople Corporation, the owner of the ROMIO mobile application and associated platform, a next generation social media crowd-sourced review and recommendation provider. However, on 31 July 2015, the Company announced that it had given formal notice terminating that agreement.

Subsequently, the Company announced on 23 December 2015 that it had entered into a conditional exclusive agreement with Yojee Pty Ltd (**Yojee**), pursuant to which Yojee granted the Company an option to undertake due diligence on Yojee and procure Yojee to compel its shareholders to accept offers for their Yojee shares such that the Company can acquire 100% of the shares in the capital of Yojee (**Yojee Option**). The Company subsequently paid a \$50,000 non-refundable option fee.

On 20 January 2016, the Company announced that, after undertaking its due diligence, it had exercised the Yojee Option, upon which the Company:

- (a) made a non-refundable payment of \$250,000 to Yojee to exercise the option; and
- (b) entered into a formal share sale agreement (**Acquisition Agreement**) with Yojee and the major shareholders of Yojee (**Major Shareholders**) to conditionally acquire 100% of the issued capital in Yojee (**Acquisition**).

The material terms of the Acquisition Agreement are set out in Section 1.5 below.

The Major Shareholders and the remaining Yojee shareholders (**Seed Shareholders**) are together referred to as the **Vendors**.

Yojee is a company focused on developing a sharing-economy based logistics technology with the intention of disrupting the logistics industry with the creation of the Yojee technology platform (**Platform**), initially targeting the Asia-Pacific region. Yojee was founded on the basis that opportunities in e-commerce are growing at a rapid rate, the global population is embracing the sharing-economy and the traditional logistics model provides an opportunity for implementation of these newer technologies.

This Notice of Meeting sets out the Resolutions necessary to complete the Acquisition and associated transactions. Each of the **Acquisition Resolutions** is interdependent and accordingly, if any of the Acquisition Resolutions are not approved by Shareholders, all of the Acquisition Resolutions will fail and Completion of the Acquisition will not occur.

Subject to Completion of the Acquisition, the Company will look to eventually divest its remaining mining assets and will no longer have any exposure to the resources industry.

A summary of the Resolutions is as follows:

- (a) as the Company is currently a gold exploration company, the Acquisition, if successfully completed, will represent a significant change in the nature and scale of the Company's operations to a technology company, for which Shareholder approval is required under ASX Listing Rule 11.1.2 (Resolution 1);
- (b) the creation of a new class of shares, being the Performance Shares (the terms and conditions of which are set out at Schedule 3) (Resolution 2);
- (c) the issue at Completion of:
 - (i) 150,000,000 Shares (**Consideration Shares**);
 - (ii) 200,000,000 Performance Shares (being 50,000,000 Class A Performance Shares, 50,000,000 Class B Performance Shares, 50,000,000 Class C Performance Shares and 50,000,000 Class D Performance Shares; and
 - (iii) 100,000,000 Options (**Consideration Options**),(together the **Consideration Securities**) to the Vendors in consideration for the Acquisition, so that the Company will acquire all the issued capital in Yojee (Resolutions 3 and 4);
- (d) the Company will need to re-comply with Chapters 1 and 2 of the ASX Listing Rules and, to achieve this, must successfully undertake a capital raising by issuing up to 160,498,518 Shares at an issue price of \$0.02 per Share to raise up to \$3,209,970 with a minimum subscription of 137,500,000 Shares to raise at least \$2,750,000 (**Capital Raising**) (Resolution 5);
- (e) the re-election of Shannon Robinson, a nominee of Yojee who was appointed as a Director on execution of the Acquisition Agreement, and the appointment of Edward Clarke, a Proposed Director nominated by Yojee, to the Board (Resolutions 6 and 7);
- (f) the change of the Company's name to "Yojee Limited" at Completion (Resolution 8);
- (g) the issue of 22,000,000 Options (**Executive Securities**) to certain executives of Yojee (Resolution 9); and
- (h) the adoption of a new Incentive Performance Rights Plan (Resolution 10).

1.2 Overview of Yojee

(a) General

Yojee is a newly incorporated company that is seeking to develop a 'sharing-economy' based concept to disrupt the traditional logistics (transportation) industry that has struggled to keep up with the e-commerce boom.

Since its incorporation, Yojee has acquired the source code to enable it to develop its technology platform and has commenced building the platform to underpin its business model.

The Yojee business model is founded on the basis that individuals and companies are travelling and freighting across the world and throughout cities more than ever. The Yojee concept proposes to use technology to turn this into potential revenue for operators and savings for customers, by enabling users to coordinate and organise logistics providers and local last-leg delivery partners to provide a complete, cost effective global delivery service to disrupt an aging and segmented industry.

Yojee does not necessarily aim to compete directly with traditional logistics providers, but is seeking to provide a comprehensive logistics platform utilising the theories underlying the growing sharing-economy by enabling a business platform for the utilisation of capital assets, including of existing logistics providers, at times where those capital assets may otherwise be dormant or unused.

The success of Yojee is intended to be achieved through creating transport efficiencies for users, capabilities and user experience of the software ecosystem using big data, cloud infrastructure, and easy to use customer interfaces to provide a logistics solution that challenges the status quo.

(b) What is the "sharing-economy"?

The sharing-economy is a model built around the sharing and pooling of resources between peers and businesses. The sharing-economy has proven especially successful when the price of a particular capital asset is high and that asset is not fully utilised all the time. Examples of prominent sharing-economy businesses throughout the world include:

- AirBnB in the rental and holiday accommodation space – where property owners are able to advertise their vacant properties for short term accommodations;
- Uber in passenger transport – where users can use their own vehicles to provide taxi services; and
- Alibaba as a pooled online marketplace – which provides a marketplace for merchants and businesses to sell their products.

This philosophy is particularly interesting for its ability to expand globally at a rapid pace by leveraging these shared resources in different localities.

(c) **What is “logistics”?**

Logistics is the management of the flow of things between the point of origin and the point of consumption in order to meet requirements of customers. The resources managed in logistics can include physical items, such as food, materials, animals, equipment and liquids, as well as abstract items, such as time and information. The logistics of physical items usually involves the integration of information flow, material handling, production, packaging, inventory, transportation, warehousing, and often security.

E-commerce has changed the way consumers buy, sell, package and send goods. As e-commerce continues to grow, most retailers are still only just beginning to work out what this will entail for their distribution network infrastructures. With growth in Business To Consumer (B2C) consumption, greater efficiencies are required in logistics to manage and support both the rapid increase in the number of small to medium businesses and the manner and cost in which things are delivered requiring greater efficiency and vehicle capacity optimisation.

(d) **Creating the Yojee delivery network**

Yojee’s complementary multiple-segment capabilities will mean entrepreneurial businesses can utilise the Platform both as a carrier and for significantly enhancing their existing logistics arrangements and go-to-market capabilities, meaning that businesses can both use their existing assets to provide transport and logistics services to customers, or act as a customer for the delivery of their own goods where it would be cheaper than using their own transport assets.

Today, the logistics industry focuses on the availability across one company’s fleet of vehicle types, planes or sea capacity. By adopting the sharing-economy approach, the Yojee delivery network aims to open up more options for both the sender and carriers to deliver in a timely and cost effective manner across the Yojee delivery network.

The ability to generate both supply and demand on the sharing-economy platform will mean that the network could be used by businesses to generate growth without capital expenditure, meaning growth is limited only to the continued pervasive adoption and not the financial capability of the business to make significant capital outlays required to otherwise acquire vehicles and buildings necessary for slow incremental growth in the traditional logistics network model.

Businesses working together using the Yojee platform will form the ‘Yojee delivery network’.

1.3 How the Yojee delivery network is intended to work

Whilst the Yojee Platform remains in the development phase, the Company considers that the Yojee delivery network may be described as follows:

- (a) businesses that download and use the Platform will form an effective ‘network’ across a country or region;
- (b) businesses can use other businesses on the Yojee network to assist them to move goods quicker or at a cheaper cost than they may be able to through their own logistics network due to capacity issues or because of the changed economies of scale; and

- (c) consumers can also source a delivery route by assessing opportunities that may be available to ship their item from its point of origin to the consumer through the available network between those two points.

1.4 Yojee Business Model and Strategy

Yojee is currently in the development phase. Following Completion, the Company will focus on completing the development and building of the Platform into a form that is ready for market. Upon moving the Platform to beta stage (which is expected to take 6 to 9 months), Yojee intends to take its Platform to the general market user (sender), key cornerstone corporate customers and key regional carriers.

The first phase of the Platform to be developed will target improving customer experience and accuracy. Product development is expected to be staged in such a way that initial releases will enable early customer adoption with further releases expanding functionality. This approach is designed to minimise the risks of time to market and potentially generate early revenue opportunities.

Yojee intends to develop and build the Platform both organically, through engagement of technical consultants and employees, and by acquisition. Yojee has already acquired the source code developed in Singapore that will underpin its Platform (as further detailed in Section 1.7(a) below). Subject to Completion of the Acquisition, Yojee will focus on building the Platform and identifying and securing cornerstone customers for the business.

Yojee has engaged a number of key employees, including Mr Edward Clarke as the Managing Director, a Chief Technical Officer and Chief Commercial Officer, each of whom will become employees of the Company after Completion. Details of their employment agreements are outlined in Section 1.7 below.

Yojee is currently in discussions with a number of potential partners regarding network capabilities and potential delivery opportunities. Yojee intends to enter into memorandums of understanding (**MOUs**) with strategic partners for the evaluation of Yojee's technology and network capabilities with regards to potential delivery partnerships. As at the date of this Notice of Meeting, Yojee has not entered into any such MOUs and no strategic partnerships have been established.

Yojee's business model will focus on bringing together individuals and businesses that need to send parcels, items and bulk deliveries. The Platform will be designed to enable those businesses and individuals to send requests to carriers, who can be independent or representing multi-vehicle logistics companies, and manages the routing and hand-over for local, cross-border and international delivery of those parcels, items or bulk deliveries.

Through the development phase, Yojee is, and will continue to, evaluate a number of both traditional and new pricing models for the Platform, however participation as both a sender and a carrier will be "price included".

1.5 Terms of the Acquisition Agreement

As set out in Section 1.1, the Company has entered into the Acquisition Agreement with Yojee and the Major Shareholders to acquire 100% of the issued share capital of Yojee, an unlisted Australian company.

Set out below is a summary of the key terms of the Acquisition Agreement.

Consideration

The consideration to be paid to the Vendors (or their nominees) for the transfer of 100% of the shares in Yojee will be the issue of:

- (a) 150,000,000 Consideration Shares;
 - (b) 200,000,000 Performance Shares (being 50,000,000 Class A Performance Shares, 50,000,000 Class B Performance Shares, 50,000,000 Class C Performance Shares and 50,000,000 Class D Performance Shares); and
 - (c) 100,000,000 Consideration Options,
- (together, the **Consideration Securities**).

The Consideration Securities will be apportioned as set out in Schedule 1.

Conditions Precedent

Completion of the Acquisition remains, at the date of this Notice, conditional upon the satisfaction (or waiver) of the following conditions precedent:

- (a) the Company preparing a prospectus and lodging a prospectus with the ASIC to complete a capital raising of a minimum of \$2,500,000 under the prospectus through the issue of Shares at a price of not less than \$0.02 each (**Capital Raising**) and to re-comply with Chapters 1 and 2 of the ASX Listing Rules and receiving valid acceptances under the prospectus to the value of not less than \$2,500,000;
- (b) the Company obtaining at its own cost all necessary Shareholder approvals required by the Corporations Act (and any other applicable law or regulations) and the ASX Listing Rules in relation to the Acquisition, including, without limitation:
 - (i) ASX Listing Rules approval and, if required, approval for the purpose of the Corporations Act, for the issue of the Consideration Securities;
 - (ii) ASX Listing Rules approval and, if required, approval for the purpose of the Corporations Act, for the issue of Shares pursuant to the Capital Raising;
 - (iii) ASX Listing Rule 11.1.2 approval authorising a change of activities of the Company;
 - (iv) election of two directors of the Company nominated by Yojee (subject to completion of the Acquisition);
 - (v) approval for the change of the Company's name to 'Yojee Limited' (or such other name as agreed by the parties); and
 - (vi) approval for the issue of the Executive Securities (as defined in below);
- (c) Yojee obtaining at its own cost all necessary shareholder approvals required by the Corporations Act (and any other applicable law or regulations) in relation to the Acquisition;
- (d) each party obtaining all necessary regulatory approvals pursuant to the ASX Listing Rules, Corporations Act or any other law, on terms acceptable to the parties, as are required to allow the parties to lawfully complete the matters set out in the Acquisition Agreement;

- (e) the Company receiving a letter from ASX confirming that ASX will grant conditional re-quotation of the Shares on the official list of ASX, on terms acceptable to the Company (acting reasonably) and the Major Shareholders (acting reasonably);
- (f) each party obtaining all necessary third party consents to the Acquisition (including for a change of control under contracts, as applicable);
- (g) there being no material adverse change in the circumstances of Yojee prior to Completion;
- (h) there being no material adverse change in the circumstances of the Company prior to Completion;
- (i) none of the warranties given by the Major Shareholders in favour of the Company becoming untrue, incorrect or misleading prior to completion; and
- (j) to the extent required by the ASX, the Company or the ASX Listing Rules, each Vendor entering into a restriction agreement as required by ASX imposing such restrictions on trading of those securities as mandated by the ASX Listing Rules in respect of the Consideration Securities that are issued to those parties by the Company,

(together, the **Conditions Precedent**).

If the Conditions Precedent are not satisfied or waived by 31 May 2016 (or such later date as the Company and Yojee may agree), a party may terminate the Acquisition Agreement by giving not less than 2 business days' notice in writing to the other parties.

Completion

Completion of the Acquisition will occur on that date which is 5 business days after satisfaction or waiver of the Conditions Precedent (or such date as the Company and Yojee agree).

Board Composition

The Company appointed Shannon Robinson, a nominee of Yojee, as a Director on the date of execution of the Acquisition Agreement. Upon Ms Robinson's appointment, Mark Papendieck resigned as a Director. In the event that the Acquisition Agreement is terminated, Shannon Robinson will resign as a Director of the Company with immediate effect from the date the Board appoints a person to fill the casual vacancy.

Upon Completion, a second existing Director of the Company will resign, being Adrian Hill, and Edward Clarke, a second nominee of Yojee, will be appointed to the Board of the Company.

Accordingly, it is intended that upon Completion the Board of Directors will comprise:

- (a) Rhod Grivas;
- (b) Shannon Robinson; and
- (c) Edward Clarke.

Biographies for the proposed Board are included at Section 1.11.

Executive Securities

Subject to Completion and the Company obtaining all necessary Shareholder and regulatory approvals, Yojee has agreed to issue:

- (a) up to 5,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.07 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued);
- (b) up to 5,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.10 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued);
- (c) up to 5,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.15 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued); and
- (d) up to 7,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.20 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued),

in the Company to Edward Clarke, proposed Managing Director of the Company, and Andras Kristof, the Chief Technical Officer of Yojee (Singapore), in accordance with the terms of their engagement (**Executive Securities**).

The Acquisition Agreement otherwise contains terms, conditions and restrictions which are customary for an agreement of its nature.

1.6 Appointment Letter – Shannon Robinson

The Company has entered into an appointment letter with Shannon Robinson, on standard terms for agreements of this nature, under which she is entitled to \$35,000 per annum (exclusive of superannuation entitlements or GST, as applicable). Ms Robinson is also entitled to reimbursement of her reasonable expenses incurred in performing her duties.

Ms Robinson's appointment is subject to provisions of the Constitution and the ASX Listing Rules relating to retirement by rotation and re-election of directors and will automatically cease at the end of any meeting at which she is not re-elected as a director by Shareholders.

1.7 Yojee Material Contracts

(a) Acquisition of Source Code Agreement

On 21 December 2015, Yojee entered into an agreement with Ms Natalie Wai Yin Ip (**Seller**), as varied on 6 February 2016, pursuant to which the Seller assigned to Yojee 100% of the legal and beneficial interest in the "dilivr.it" mobile application, source codes and all associated rights (including intellectual property rights) (together the **APP**). The APP forms part of the Platform being developed by Yojee.

In consideration for the acquisition of the APP, Yojee paid to the Seller a cash payment of SGD14,000.

The Seller has agreed to provide commercial and technical expertise to Yojee for the purpose of assisting Yojee to use and develop the APP. To the extent that Yojee requires the Seller to assist with the commercialisation of the APP or Yojee's intended business, the Seller shall be engaged as an external consultant of Yojee at a rate of SGD60 per hour.

To the extent that any intellectual property rights that are necessary or desirable for Yojee (or its licensees) to use or otherwise exploit the APP may be owned by the Seller, the Seller has granted Yojee a perpetual, irrevocable, non-exclusive, royalty-free, fully paid up, transferrable, sub-licensable, universe-wide right and licence to use and otherwise exploit the intellectual property rights.

(b) **Corporate Services Agreement**

Yojee has engaged Shannon Robinson to provide corporate advisory services to Yojee in relation to incorporation, set up and managing documentation, due diligence and completion of the Acquisition. In consideration for these services, Yojee will pay Ms Robinson \$30,000 (plus GST), which is payable on Completion.

(c) **Employment Agreement – Edward Clarke**

Yojee, via its wholly-owned Singaporean subsidiary Yojee Pte. Ltd. (**Yojee (Singapore)**), has entered into an employment agreement with Edward Clarke, pursuant to which Mr Clarke will be engaged as the Managing Director of Yojee (Singapore), effective from 1 February 2016 (**Clarke Employment Agreement**). On and from completion of the Acquisition, it is intended that Mr Clarke will also be the Managing Director of the Company.

The principal terms of the Clarke Employment Agreement are as follows:

- (i) Subject to paragraph (ii) below, the Clarke Employment Agreement will continue for a term of two years.
- (ii) The Clarke Employment Agreement may be terminated:
 - (A) by Yojee (Singapore) on one months' notice in the event that the Acquisition Agreement is terminated and Completion does not occur;
 - (B) by either party without cause with three months' notice to the other party, or in the case of Yojee (Singapore) immediately with payment in lieu of notice;
 - (C) by Yojee (Singapore) on one months' notice, if Mr Clarke is unable to perform his duties due to illness, accident or incapacitation, for three consecutive months or a period aggregating more than three months in any 12 month period; or
 - (D) by either party promptly following material breach of the Clarke Employment Agreement or in the case of misconduct.
- (iii) Mr Clarke will receive a base salary of SGD216,000 per annum, subject to the applicable deductions in accordance with Singapore laws and regulations. No additional amount will be paid to Mr Clarke in connection with his proposed role as an Executive Director of the Company.

(iv) Subject to Completion, any necessary Shareholder approvals and the ongoing provision of executive services, Yojee (Singapore) will procure that the Company issues the following securities to Mr Clarke:

- (A) 3,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.07 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued);
- (B) 3,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.10 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued);
- (C) 3,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.15 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued); and
- (D) 4,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.20 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued).

These securities form part of the Executive Securities which are the subject of Resolution 9.

(v) In addition, Mr Clarke will be entitled to participate in incentive plans adopted by the Company, at the Board's discretion, which may include the Incentive Performance Rights Plan for which Shareholder approval is being sought under Resolution 10. As at the date of this Notice of Meeting, no such determination has been made. Any future issues of Shares or other securities under any incentive plan will be subject to prior Shareholder approval.

(vi) The Clarke Employment Agreement will otherwise contain industry standard provisions for a senior executive of a public listed company.

(d) **Employment Agreement – Andras Kristof**

Yojee (Singapore) has entered into an employment agreement with Andras Kristof, pursuant to which Mr Kristof has been engaged as the Chief Technical Officer of Yojee (Singapore), effective from 18 January 2016 (**Kristof Employment Agreement**).

The principal terms of the Kristof Employment Agreement are as follows:

- (i) Subject to paragraph (ii) below, the Kristof Employment Agreement will continue for a term of two years, following completion of an initial three month probationary period.
- (ii) The Kristof Employment Agreement may be terminated:
 - (A) by Yojee (Singapore) on one weeks' notice within the probationary period or immediately with payment in lieu of notice;

- (B) by Yojee (Singapore) on one months' notice in the event that the Acquisition Agreement is terminated and Completion does not occur;
 - (C) by either party without cause with three months' notice to the other party, or in the case of Yojee (Singapore) immediately with payment in lieu of notice;
 - (D) by Yojee (Singapore) on one months' notice, if Mr Kristof is unable to perform his duties due to illness, accident or incapacitation, for three consecutive months or a period aggregating more than three months in any 12 month period; or
 - (E) by either party promptly following material breach of the Kristof Employment Agreement or in the case of misconduct.
- (iii) Mr Kristof will receive a base salary of SGD188,000 per annum subject to the applicable deductions in accordance with Singapore law and regulations other than Central Provident Fund ("CPF") contributions in accordance with the CPF Act (Cap. 36). In addition, Mr Kristof has received a sign-on bonus of SGD10,000. Yojee (Singapore) may also pay Mr Kristof a performance based bonus over and above the base salary, upon satisfaction of criteria to be determined by the board of Yojee (Singapore) and its remuneration committee.
- (iv) Subject to Completion, any necessary Shareholder and regulatory approvals and the ongoing provision of executive services, Yojee (Singapore) will procure that the Company issues the following securities to Mr Kristof:
- (A) 2,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.07 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued);
 - (B) 2,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.10 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued);
 - (C) 2,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.15 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued); and
 - (D) 3,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.20 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued).

These securities form part of the Executive Securities which are the subject of Resolution 9.

- (v) In addition, Mr Kristof will be entitled to participate in incentive plans adopted by the Group, at the Board's discretion, which may include the Incentive Performance Rights Plan for which Shareholder approval is being sought under Resolution 10. As at the date of this Notice of Meeting, no such determination has been made.

- (vi) The Kristof Employment Agreement will otherwise contain industry standard provisions for a senior executive.

(e) **Employment Agreement – Robert Comley**

Yojee (Singapore) has entered into an employment agreement with Robert Comley, pursuant to which Mr Comley has been engaged as the Chief Commercial Officer of Yojee (Singapore), effective from 29 March 2016 (**Comley Employment Agreement**).

The principal terms of the Comley Employment Agreement are as follows:

- (i) Subject to paragraph (ii) below, the Comley Employment Agreement will continue for a term of two years, following completion of an initial three month probationary period.
- (ii) The Comley Employment Agreement may be terminated:
 - (A) by Yojee (Singapore) within the probationary period without cause and without advance notice or payment in lieu of notice;
 - (B) by Yojee (Singapore) on two months' notice or two months' salary in lieu of notice, in the event that the Acquisition Agreement is terminated and Completion does not occur;
 - (C) by either party without cause with one months' notice to the other party, or one month's salary in lieu of notice;
 - (D) by Yojee (Singapore) without notice and without compensation if at any time Mr Comley:
 - (I) breaches the terms of the Comley Employment Agreement;
 - (II) commits any act of major misconduct described in Yojee (Singapore)'s regulations and policies; or
 - (III) is convicted of any criminal offences.
- (iii) Mr Comley will receive a base salary of A\$16,000 per month. Yojee (Singapore), at its discretion, may also pay Mr Comley a bonus.
- (iv) In addition, Mr Comley will be entitled to participate in incentive plans adopted by the Group, at the Board's discretion, which may include the Incentive Performance Rights Plan for which Shareholder approval is being sought under Resolution 10. As at the date of this Notice of Meeting, no such determination has been made.
- (v) The Comley Employment Agreement will otherwise contain industry standard provisions for a senior executive.

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

ASX has advised the Company that, given that the Company is proposing to make a change in its activities from mining exploration activities to a technology company, it has exercised its discretion to require the Company to re-comply with Chapters 1 and 2 of the ASX Listing Rules prior to the Company completing the Acquisition.

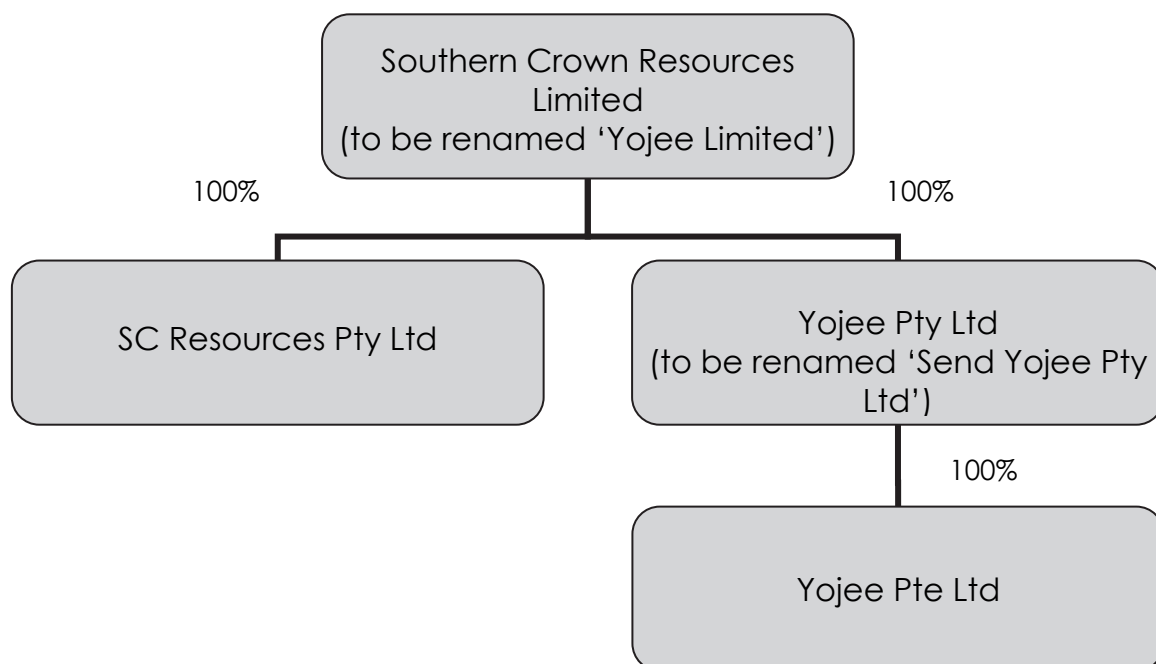
For this purpose, the Company will be required to re-comply with the conditions to listing on ASX set out in Chapters 1 and 2 of the ASX Listing Rules in order to achieve Completion and before it can be re-instated to trading on ASX following Completion.

1.9 Company's intention in relation to existing assets

As outlined above, the Company will, if the Acquisition is completed, investigate opportunities to divest its existing exploration assets.

1.10 Proposed Company Structure

Following Completion of the Acquisition, the corporate and ownership structure of the Company will be as set out below.



1.11 Board and Management

In accordance with the terms of the Acquisition Agreement, Shannon Robinson, a nominee of Yojee, was casually appointed as a Director of the Company following execution of the Acquisition Agreement. Upon Ms Robinson's appointment, Mark Papendieck resigned as a Director.

With effect from Completion, Adrian Hill will resign as a Director and Edward Clarke will be appointed to the Board of the Company. Rhod Grivas will step down as Chairman, but will remain as a Non-Executive Director following Completion and Ms Robinson will be appointed the Non-Executive Chairperson.

Summaries of the background and experience of each of the proposed Board is set out below.

Directors

Rhod Grivas

Executive Chairman (Proposed Non-Executive Director)

Mr Grivas is a geologist with over 24 years' experience in corporate and technical management of resource companies. He has held a number of executive director positions with resource companies including as managing director of ASX and TSX listed Dioro Exploration NL prior to its takeover by Avoca Resources Limited in early 2010.

Listed company directorships held by Mr Grivas in the past three years include Canyon Resources Limited (May 2010 to present) and Equator Resources Limited (resigned January 2013).

Shannon Robinson

Non-Executive Director (Proposed Non-Executive Chairperson)

Ms Robinson is a former corporate lawyer and corporate advisor with over 10 years' international experience in providing transaction, mergers and acquisition, strategic, capital raising and general corporate advice to numerous ASX and AIM listed and unlisted companies. Ms Robinson has been a director of several ASX and AIM listed companies and is currently a non-executive director of Spookfish Limited (ASX: SFI), Fastbrick Robotics Limited (ASX: FBR) and Equator Resources Limited (ASX: EQU).

Proposed Director**Edward Clarke**

Proposed Managing Director

Mr Clarke is an experienced technology entrepreneur with a background in taking innovative blue ocean technology platforms to market in areas such as real-time communication, big data marketing and e-commerce. As Vice President of Sales for Temasys Communications Pte Ltd, Mr Clarke was part of a team that IBM recognised as a "Top 5 global start-ups to watch in 2014". More recently Mr Clarke has been working as Vice President of Sales and Marketing with Silicon Valley and Asia venture capitalist backed marketing technology platform Ematic which, within its first 12 months, now has over 60 of South East Asia's leading e-commerce retailers as clients.

Mr Clarke is not a director of any other ASX listed companies.

Senior Management**Andras Kristof**

Chief Technical Officer – Yojee (Singapore)

Mr Kristof is an entrepreneur with more than 20 years' of IT and web-based platform experience. He has previously worked in the USA, Japan and Singapore, for small enterprises and large corporations. Mr Kristof ran successful projects in Indonesia and Vietnam for Yahoo Southeast Asia. As the Vice President of engineering, Mr Kristof built the team and technology behind viki.com, Singapore's most successful start-up exit.

Mr Kristof also co-founded as an executive director Tembusu Systems Pte Ltd, a technology start-up that was building asset management technology using distributed ledger / blockchain technology. The company was successfully funded by a major listed corporation.

Robert Comely

Chief Commercial Officer – Yojee (Singapore)

Robert Comely has had a diverse career that has seen him handle a variety of management and general manager roles within the manufacturing and supply chain sectors over 15 years in all facets of the supply chain including stevedoring, road and rail transport segments and the adoption of technology to enhance supply chain efficiencies.

Robert holds a Bachelor of Business and started his career with Tontine Industries before moving to Amcor Folding Cartons. Here he established a divisional accounting office, before moving into a management position at site level. During this time, Robert was part of a management team that was involved in significant restructuring and re-investment aimed at returning business units to profit whilst providing a clear competitive advantage within a very competitive market place. Initially joining P&O Ports (now DP World) in an accounting role, he then transitioned into a finance, commercial and operational management positions Global Organisational Leadership and Development program where technology improvements were a key focus.

1.12 Capital Raising

In order to fund the Acquisition, to re-comply with Chapters 1 and 2 of the ASX Listing Rules and meet the conditions of the Acquisition Agreement, the Company proposes to conduct a capital raising to raise up to \$3,209,970 (before costs) (**Capital Raising**) via the issue of up to 160,498,518 Shares at an issue price of \$0.02 per Share. The Capital Raising will be conducted under a prospectus to be prepared by the Company.

Approval for the issue of Shares pursuant to the Capital Raising is the subject of Resolution 5.

708 Capital Pty Ltd (ACN 142 319 202) (AFSL: 386279) (**708 Capital**) and Cicero Advisory Services Pty Ltd (ACN 166 321 393), an authorised representative of a licensed securities dealer (AFSL: 279099) (**Cicero**) will act as co-lead managers to the Capital Raising (together the **Joint Lead Managers**). The Joint Lead Managers will receive a fee of 6% of the amount raised, this amount includes any fees paid to other brokers. The Company has received firm commitments for the Capital Raising in respect of the minimum subscription of \$2,750,000.

ASX Listing Rule 2.1 condition 2 provides that where an entity seeks admission to ASX, the issue price of the securities of the entity must be at least 20 cents in cash.

The Company has applied to ASX for a waiver from the requirements of ASX Listing Rule 2.1 condition 2 to allow the Company to issue the Shares the subject of Resolution 5 at an issue price of less than 20 cents.

Please refer to Section 2.3 for further details on the "20 cent rule" ASX's policy in relation to the application of the "20 cent rule" to re-compliance listings.

1.13 Change of name

As a result of the Acquisition, the Company proposes to change its name to "Yojee Limited". Approval for the change of name is the subject of Resolution 8.

1.14 Pro-forma capital structure

The pro-forma capital structure of the Company following completion of the matters contemplated by the Resolutions is set out below:

Shares	Minimum Subscription (\$2,750,000)	Full Subscription (\$3,209,970)
Current issued capital	64,501,482	64,501,482
Proposed issue of Consideration Shares (Resolutions 3 and 4)	150,000,000	150,000,000
Proposed issue of Shares pursuant to Capital Raising (Resolution 5) ¹	137,500,000	160,498,518
TOTAL²	352,001,482	375,000,000

Performance Shares	Minimum Subscription (\$2,750,000)	Full Subscription (\$3,209,970)
Current issued capital	Nil	Nil
Proposed issue of Performance Shares (Resolutions 3 and 4) ³	200,000,000	200,000,000
TOTAL²	200,000,000	200,000,000

Options	Minimum Subscription (\$2,750,000)	Full Subscription (\$3,209,970)
Options currently on issue ⁴	3,000,000	3,000,000
Proposed issue of Consideration Options (Resolutions 3 and 4) ⁵	100,000,000	100,000,000
Proposed issue of Executive Securities (Resolution 9) ⁶	22,000,000	22,000,000
TOTAL²	103,000,000	103,000,000

Notes:

1. Assumes the Capital Raising is successful and 160,498,518 Shares are subscribed for and issued.
2. Assumes no further securities are issued prior to completion of the matters the subject of the Resolutions, other than as set out in the table.
3. Comprising 50,000,000 of each of Class A Performance Shares, Class B Performance Shares, Class C Performance Shares and Class D Performance Shares. The terms of the Performance Shares are set out in Schedule 3.
4. Comprising:
 - (a) 500,000 unquoted Options exercisable at \$0.25 each on or before 2 June 2016;
 - (b) 500,000 unquoted Options exercisable at \$0.35 each on or before 2 June 2016; and
 - (c) 2,000,000 unquoted Options exercisable at \$0.12 each on or before 31 March 2017.
5. Exercisable at \$0.02 each on or before the date that is 5 years from the date of issue of the Options. The terms of the Options are set out in Schedule 4.
6. Comprising:
 - (a) up to 5,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.07 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued);
 - (b) up to 5,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.10 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued);
 - (c) up to 5,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.15 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued); and
 - (d) up to 7,000,000 unquoted options vesting on the 20 day VWAP of Shares being equal to or in excess of \$0.20 per Share (exercisable at \$0.07 on or before the fifth anniversary of the date on which they were issued).

1.15 Pro-forma balance sheet

An unaudited pro-forma balance sheet of the Company following completion of the Acquisition is set out in Schedule 2.

The historical and pro-forma information is presented in an abbreviated form, insofar as it does not include all of the disclosure required by the Australian Accounting Standards applicable to annual financial statements.

1.16 Use of Funds

As 7 February 2016, the Company has current cash reserves of \$479,724.

If the Acquisition is completed, the Company intends to apply the cash reserves, together with the cash reserves of Yojee, which are \$457,505 as at 7 February 2016, and funds raised pursuant to the Capital Raising, which when aggregated would give a total of \$4,147,199 funds available, as follows over the next 2 years:

Item	Minimum Capital Raising (\$2,750,000) plus existing cash reserves	Maximum Capital Raising (\$3,209,970) plus existing cash reserves
Business development, sales and marketing	\$1,186,828	\$1,470,029
Design and Build of Platform	\$669,400	\$769,400
Existing Assets and Corporate Overheads	\$41,000	\$87,770
Working Capital	\$1,500,000	\$1,500,000
Estimated costs of the Acquisition ¹	\$290,000	\$320,000
TOTAL²	\$3,687,228	\$4,147,199

Notes:

1. Refer to the table below for the itemised costs of the matters proposed in the Resolutions:

Estimated Costs of the Transaction	Minimum subscription (\$2,750,000)	Maximum subscription (\$3,209,970)
ASIC Fees	\$2,320	\$2,320
ASX Fees	\$50,200	\$52,500
Legal, Accounting and Due Diligence Expenses	\$50,000	\$50,000
Fees payable to Joint Lead Managers under the Capital Raising	\$165,000	\$192,598
Shareholder Meeting / Share Registry Costs /Printing	\$20,000	\$20,000
Miscellaneous	\$2,480	\$2,582
TOTAL	\$290,000	\$320,000

In the event that less than the proposed maximum subscription (\$3,209,970) but greater than the minimum subscription (\$2,750,000) is raised, funds will be first allocated to the additional costs of the Acquisition and then proportionately to business development, sales and marketing, and design and build of platform.

Please note the Board reserves the discretion to modify the proposed Capital Raising and the table above.

The above tables are statements of current intentions as at the date of this Notice. Intervening events may alter the way funds are ultimately applied by the Company and may alter the costs estimated above.

1.17 Indicative timetable

Event	Date
Announcement of Acquisition	23 December 2015
Execution of Acquisition Agreement	20 January 2016
Notice of Meeting sent to Shareholders	24 March 2016
Lodgement of Prospectus	8 April 2016
Company's Shares are suspended from Official Quotation on ASX	
General Meeting held to approve the Acquisition	26 April 2016
Prospectus offer closes	29 April 2016
Completion of the Acquisition	
Issue of Consideration Securities	
Issue of Shares pursuant to Capital Raising	12 May 2016
Despatch of holding statements	12 May 2016
Commencement of trading of Shares on ASX (subject to the Company re-complying with Chapters 1 and 2 of the ASX Listing Rules and subject to ASX agreeing to reinstate the Company's Shares to quotation)	Week commencing 30 May 2016

***Note:** This timetable is indicative only and is subject to change. The Directors of the Company reserve the right to amend the timetable.

1.18 Advantages of the proposals in the Acquisition Resolutions

The Directors are of the view that the following non-exhaustive list of advantages may be relevant to a Shareholder's decision on how to vote on each Acquisition Resolution:

- (a) the Acquisition represents an investment opportunity for the Company to change its business focus to that of a technology company;
- (b) the Company's ability to raise funds and attract expertise will be improved from its current state, given the recent drop in commodity prices;
- (c) the Acquisition and Capital Raising will result in a larger market capitalisation and enhanced Shareholder base and may encourage new investors in the Company because the Company is pursuing a new strategic direction. This improvement in the attractiveness of an investment in the Company may lead to an increased liquidity of Shares and greater trading depth than currently experienced by Shareholders;
- (d) Shareholders may be exposed to further debt and equity opportunities that it did not have prior to the Acquisition;

- (e) the appointment of the Directors nominated by Yojee will add experience and skill to the Board to assist with the growth of the Company in the technology field; and
- (f) as detailed in Section 1.5, the consideration for the acquisition of Yojee is comprised of 150,000,000 Shares, 200,000,000 Performance Shares and 100,000,000 Options, thereby conserving the Company's cash reserves.

1.19 Disadvantages of the proposals in the Acquisition Resolutions

The Directors are of the view that the following non-exhaustive list of disadvantages may be relevant to a Shareholder's decision on how to vote on each Acquisition Resolution:

- (a) the Company will be changing the nature and scale of its activities to become a technology company, as referred to above, which may not be consistent with the objectives of all Shareholders;
- (b) the Acquisition will result in the Capital Raising and issue of the Consideration Securities to the Vendors (or their nominees), which will have a dilutionary effect on the holdings of Shareholders; and
- (c) there are inherent risks associated with the change in the nature of the Company's activities and the Company will be exposed to the risks associated with Yojee and its business. A non-exhaustive list of risk factors are summarised in Section 1.20.

1.20 Risk factors

Shareholders should be aware that if the Acquisition is approved and completed, the Company will be changing the nature and scale of its activities and will be subject to additional or increased risks arising from Yojee, parties contracted or associated with Yojee and the Acquisition Agreement and other agreements.

The risks and uncertainties described below are not intended to be exhaustive. There may be additional risks and uncertainties that the Company is unaware of or that the Company currently considers immaterial, which may affect the Company and Yojee. Based on the information available, a non-exhaustive list of risk factors for the Company, associated with the Company's proposal to acquire all of the Yojee shares is set out below.

Risks relating to the Change in Nature and Scale of Activities

(a) Re-quotation of Shares on ASX

The Acquisition constitutes a significant change in the nature and scale of the Company's activities and ASX will require the Company to re-comply with Chapters 1 and 2 of the ASX Listing Rules as if it were seeking admission to the official list of ASX. A Prospectus will be issued to assist the Company to re-comply with these requirements. The Shares will be suspended from the date of the Meeting. It is anticipated that the Shares will remain suspended until completion of the Acquisition and the Capital Raising, re-compliance by the Company with 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 Shares will consequently remain suspended from quotation. Should this occur, the Shares will not be able to be traded on the ASX until such time as those requirements can be met, if at all. Shareholders may be prevented from trading their Shares should the Company be suspended until such time as it does re-comply with the ASX Listing Rules.

(b) **Dilution risk**

The Company currently has 64,501,482 Shares on issue. Upon completion of the Acquisition (assuming that the Capital Raising is fully subscribed and there are no further issue of Shares) a total of up to 150,000,000 Shares, 200,000,000 Performance Shares and 100,000,000 Options will be issued to the Vendors, and:

- (i) the existing Shareholders will retain approximately 17.20% of the Company's issued Share capital;
- (ii) the Vendors (or their nominees) will hold approximately 40.00% of the Company's issued Share capital; and
- (iii) investors under the Capital Raising will hold approximately 42.80% of the Company's issued Share capital.

If the Options are exercised and the Performance Shares are converted, on the successful achievement of the relevant milestones, the holdings of the existing Shareholders in the Company will be further diluted.

There is also a risk that the interests of Shareholders will be further diluted as a result of future capital raisings required in order to fund the development of the Yojee business.

(c) **Contractual risk**

Pursuant to the Acquisition Agreement, the Company has agreed to acquire 100% of the shares in the capital of Yojee, subject to the satisfaction of a number of Conditions Precedent (as outlined in Section 1.5).

The ability of the Company to fulfil its stated objectives will depend on the performance of the Vendors of their obligations under the Acquisition Agreement. If the Vendors or any other counterparty defaults in the performance of their obligations, it may delay the completion of any stage of the Acquisition (if it completes at all) and it may be necessary for the Company to approach a court to seek a legal remedy, which can be costly.

(d) **Liquidity risk**

On Completion, the Company proposes to issue the Consideration Securities to the Vendors (or their nominees) and the Executive Securities to the Yojee Executives. The Directors understand that ASX may treat a portion of these securities as restricted securities in accordance with Chapter 9 of the ASX Listing Rules. As a significant number of the Company's Shares will be subject to escrow upon Completion, there is an increased liquidity risk as a large portion of issued capital may not be able to be freely traded for a period of time.

Risks relating to Yojee's current operations

(e) **Limited trading history**

Yojee was incorporated on 27 October 2015 and is essentially a start-up with limited trading history. Yojee has to date principally designed and commenced development of the technology. However, Yojee is still developing and testing its technology and has yet to commence the commercialisation phase of the business cycle and as such carries the normal risks of a start-up business, as such Yojee has no revenues or any immediate expectation of receiving any revenues. Given the limited trading history of Yojee, it is difficult to evaluate Yojee's business or its prospects and no assurance can be given that Yojee will achieve commercial viability through the implementation of its business plan.

(f) **Reliance on key personnel**

The Platform being developed by Yojee is largely due to the talent, effort, experience and leadership of Edward Clarke, Managing Director of Yojee (Singapore), and Andras Kristof, Chief Technical Officer of Yojee (Singapore). Although these individuals have entered into services agreements with Yojee (Singapore), there can be no assurance that such contracts will not be terminated. If such contracts are terminated or breached, or if these individuals no longer continue in their current roles, a new Managing Director and Chief Technical Officer will need to be employed which may adversely affect the business.

Yojee expects to grow its technical team, with a view to mitigating the key personnel risk as it relates to Andras Kristof. An inability to attract quality technical personnel may adversely impact the development plans of Yojee.

(g) **Technology and Platform development**

- (i) **Platform:** The Acquisition of Yojee is related to the successful build of the Platform. Should the build of the Platform not be completed as anticipated, or the source codes acquired by Yojee are not capable of being developed into a commercially viable Platform, then Yojee may have to expend additional time and resources to rectify any outstanding issues. This may delay the commercialisation of the technology and create cost overruns or, at the very worst, if unassailable barriers are encountered, result in the Company abandoning the project entirely.
- (ii) **Next phase:** After the build of the Platform has been completed, Yojee intends to distribute the software to customers, logistics companies and to delivery drivers. Any inability to execute on this next stage of development will hamper or obstruct Yojee's ability to develop a commercial offering capable of earning revenue. The main risks in developing future stages lie in:
- the ability of Yojee to build networks of logistics companies; and
 - encountering unexpected problems not identified and solved in the previous stage, in the Platform, or the regional industry adoption rates of the software.
- (iii) **Risk of inadequate redundancy and security procedures:** As a start-up company, Yojee has not yet had the funds or resources to put in place proper data storage and security, systems redundancy, disaster recovery or physical security protocols. Yojee intends to work towards the adoption of market standard systems and protocols as quickly as possible following Completion.
- (iv) **Viable commercialisation:** Risks are involved in the ability to translate the Platform into a solution that provides the expected quality of product in a cost effective manner to support the price needed to make an impact in the marketplace. The main factors that may introduce risk include but are not limited to:
- accuracy of operation of the Platform and ability to achieve accuracy levels required by potential customers;

- robustness of the Platform and ability to consistently perform over time and reliability of performance;
- ability to scale up the output of the Platform;
- ability to manage customer expectations regarding down time risk;
- acceptance of the market of a new automated technology and benefits of using the Platform over traditional logistics methods; and
- ability to develop the Platform based on that technology in a timely manner.

(h) **Market adoption and sales and marketing**

Post-Completion, Yojee will focus efforts on designing and building the Platform. Yojee does not currently have any contracts in place to become revenue generating, and there are no guarantees of success in obtaining sales contracts and new business. Following development of the Platform, the success of the commercialisation of the Platform will relate to the acceptance of its offerings for routine use within its target markets. Take up of the products will involve education of market participants and marketing programmes to raise the profile of Yojee and its technology.

(i) **Competition and new technologies**

Yojee is confident that its Platform will provide a proposition in an existing, qualified market place with new levels of quality, price and availability. The Platform is also able to extend its market by offering the same service internationally. Notwithstanding this, the industry in which Yojee intends to operate is competitive and includes companies with significantly greater financial, technical, human, research and development, and marketing resources than currently available to Yojee. Numerous entities around the world may resist Yojee efforts to commercialise or market its technology that may compete with their own offerings. There is no fundamental barrier preventing another company from using the sharing economy for logistics. There are also competition risks from traditional logistics methods. Yojee's competitors may develop products, in advance of Yojee, that are more effective than those developed by Yojee or have greater market acceptance. As a consequence, Yojee's current and future technologies and products may become obsolete or uncompetitive, resulting in adverse effects on revenue, margins and profitability.

While Yojee will undertake all reasonable due diligence in its business decisions and operations, Yojee will have no influence or control over the activities or actions of its competitors, whose product developments, activities or actions may positively or negatively affect the operating and financial performance of Yojee's projects and business.

(j) **External technology risk**

The ongoing development of software used by the Platform, which is used in conjunction with off-the-shelf software to enable its functionality, is critical to the operation of the machines based on that technology. Such software may be subject to external factors, such as deprecation of operating systems, libraries, components, third party interfaces, drivers, patches, compatibility, version conflict or obsolescence or other related issues. In addition, the software will require updating and maintenance. These external factors may also affect the ability of Yojee to effectively upgrade and maintain its software. Furthermore, licensing and commercial conditions imposed by third party software companies may be unsustainable or impractical for Yojee, causing a need to rely on other solutions or develop these in house. Should Yojee have such issues it may affect the ability of Yojee to successfully provide its product.

(k) **Sufficiency of funding**

Yojee's growth through product development and commercialisation activities will require substantial expenditure and may not result in profitability being achieved. There can be no guarantees that Yojee's cash reserves together with the funds raised under the Capital Raising will be sufficient to successfully achieve all the objectives of Yojee overall business strategy.

Accordingly, the Company may need to engage in equity or debt financing to secure additional funds. If the Company is unable to use debt or equity to fund expansion after utilising the net proceeds of the Capital Raising and existing working capital, there can be no assurance that the Company will have sufficient capital resources for that purpose, or other purposes, or that it will be able to obtain additional resources on terms acceptable to the Company or at all.

Any additional equity financing may be dilutive to the Company's existing Shareholders and any debt financing, if available, may involve restrictive covenants, which limit the Company's operations and business strategy. If the Company is unable to raise capital if and when needed, this could delay or suspend the Company's business strategy and could have a material adverse effect on the Company's activities.

(l) **Protection of intellectual property rights**

The Company may be required to spend significant resources to monitor and protect the intellectual property acquired through the proposed Acquisition. The granting of protection, such as a registered patent, does not guarantee that the rights of others are not infringed, that competitors will not develop technology to avoid the patent or that third parties will not claim an interest in the intellectual property with a view to seeking a commercial benefit from Yojee or its partners.

The Company may initiate or otherwise be involved in litigation against third parties for infringement, or to establish the validity, of its rights. Any litigation, whether or not it is successful, could result in significant expense to the Company and divert the efforts of its personnel. In addition, unauthorised use of the "Yojee" brand in counterfeit products or services could not only result in potential revenue loss, but also have an adverse impact on its brand value and perceptions of its product qualities.

(m) **Intellectual property infringement**

If a third party accuses Yojee of infringing its intellectual property rights or if a third party commences litigation against Yojee for the infringement of patent or other intellectual property rights, the Company may incur significant costs in defending such action, whether or not it ultimately prevails. Typically, patent litigation is expensive. Costs that the Company incurs in defending third party infringement actions would also include diversion of management's and technical personnel's time.

In addition, parties making claims against Yojee may be able to obtain injunctive or other equitable relief that could prevent the Group from further developing discoveries or commercialising its products. Defence of any lawsuit or failure to obtain any of these licenses could prevent the Company from commercialising its technology and could cause it to incur substantial expenditure.

(n) **Regulatory and legislative change**

As with any technology product offering, Yojee may be exposed to the regulatory environment of a particular jurisdiction. Yojee is yet to undertake a regulatory analysis in key jurisdictions in which it plans to operate. Any adverse regulation may restrict the ability to operate the Platform in a particular jurisdiction. Similarly, any change in regulation in Australia may restrict the ability to operate the Platform in Australia as currently designed.

(o) **Foreign Exchange Risks**

Yojee is potentially a global business and may have commercial opportunities outside of Australia in general to generate revenue, particularly in the Asia-Pacific region. Any billing in foreign currencies will be converted to AUD for reporting purposes will be affected by currency fluctuations, which may adversely impact on financial performance and position.

(p) **Litigation**

Yojee is exposed to the risk of actual or threatened litigation or legal disputes in the form of customer claims, intellectual property claims, personal injury claims, employee claims and other litigation and disputes. If any claim was successfully pursued it may adversely impact the financial performance, financial position, cash flow and share price of Yojee. Neither the Company nor Yojee is currently engaged in any litigation.

(q) **Failure to deal with growth**

Yojee has the potential to grow rapidly. If that occurs and Yojee fails to properly manage that growth, then that failure could harm its business. Any failure to meet user demand properly could adversely affect the business, including demand for the technology, products and services, revenue, customer satisfaction and public perception.

General risks relating to the Company

(r) Trading price of Shares

The Company's operating results, economic and financial prospects and other factors will affect the trading price of the Shares. In addition, the price of Shares is subject to varied and often unpredictable influences on the market for equities, including, but not limited to general economic conditions including the performance of the Australian dollar and United States dollar on world markets, inflation rates, foreign exchange rates and interest rates, variations in the general market for listed stocks in general, changes to government policy, legislation or regulation, industrial disputes, general operational and business risks and hedging or arbitrage trading activity that may develop involving the Shares.

In particular, the share prices for many companies including the Company have been and may in the future be highly volatile, which in many cases may reflect a diverse range of non-company specific influences such as global hostilities and tensions relating to certain unstable regions of the world, acts of terrorism and the general state of the global economy. No assurances can be made that the Company's market performance will not be adversely affected by any such market fluctuations or factors.

(s) Market conditions

General economic conditions, movements in interest and inflation rates and currency exchange rates may have an adverse effect on the Company's activities, as well as on its ability to fund those activities.

Further, share market conditions may affect the value of the Company's quoted securities regardless of the Company's operating performance. Share market conditions are affected by many factors such as:

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

The market price of securities can fall as well as rise and may be subject to varied and unpredictable influences on the market for equities in general and technology related stocks in particular. Neither the Company nor the Directors warrant the future performance of the Company or any return on an investment in the Company.

(t) **Economic and government risks**

The future viability of the Company 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, the following:

- (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 Asia Pacific 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.

(u) **Potential acquisitions risk**

As part of its business strategy, the Company may make acquisitions of, or significant investments in, complementary companies or prospects although no such acquisitions or investments are currently planned. Any such transactions will be accompanied by risks commonly encountered in making such acquisitions.

(v) **Force Majeure**

The Company, now or in the future may be adversely affected by risks outside the control of the Company including labour unrest, civil disorder, war, subversive activities or sabotage, extreme weather conditions, fires, floods, explosions or other catastrophes, epidemics or quarantine restrictions.

Investment speculative

The above list of risk factors ought not to be taken as exhaustive of the risks faced by the Company, Yojee or by investors in the Company. The above factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and Yojee and the value of the Company's securities.

Therefore, the Securities to be issued by the Company carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those Securities.

Potential investors should consider that the investment in the Company is highly speculative.

1.21 Intentions if the Acquisition does not occur

If the Conditions Precedent to the Acquisition Agreement are not satisfied or waived, including if all of the Acquisition Resolutions are not passed, the Acquisition will not proceed and the Company will continue to seek alternative investment opportunities which will build Shareholder value.

1.22 Directors' interests in the Transaction

Shannon Robinson is a Director of the Company and a director and shareholder of Yojee. Accordingly, Ms Robinson has an interest in the proposed Acquisition.

Edward Clarke is a Proposed Director of the Company and is the protector of the Singlefin Asia Private Foundation, which is a shareholder of Yojee. Mr Clarke is not a director or beneficiary of the Singlefin Asia Private Foundation, and accordingly does not have an interest in the proposed Acquisition.

Other than Ms Robinson, none of the Company's existing Directors have any interest in the proposed Acquisition pursuant to the Acquisition Agreement.

Shareholders should note that, subject to all Acquisition Resolutions being passed, Shannon Robinson will receive Consideration Securities in consideration for the Company acquiring the Yojee shares held by Ms Robinson.

1.23 Vendors

Other than Ms Robinson, none of the Vendors (or their associates) are related parties of the Company or hold a substantial interest in the Company's securities.

1.24 Conditional Resolutions

All Acquisition Resolutions are inter-conditional, meaning that each of them will only take effect if all of them are approved by the requisite majority of Shareholders' votes at the Meeting. If any one of Resolutions 1 to 8 (inclusive) is not approved at the Meeting, none of them will take effect and the Acquisition Agreement and other matters contemplated by the Resolutions will not be completed pursuant to this Notice.

1.25 Directors' Recommendation

The Directors, other than Shannon Robinson who has a material personal interest in the Acquisition Resolution, recommend the Company's proposed Acquisition of Yojee and that Shareholders vote in favour of all of the Acquisition Resolutions.

2. RESOLUTION 1 – CHANGE TO NATURE AND SCALE OF ACTIVITIES

2.1 General

Resolution 1 seeks approval from Shareholders for the Acquisition.

As outlined in Section 1, the Company has entered into the Acquisition Agreement whereby the Company proposes to acquire all of the issued capital in Yojee.

A summary of the terms and conditions of the Acquisition Agreement is set out in Section 1.5. A detailed description of Yojee and its business is also outlined in Section 1.

The Acquisition will change the nature of the Company's activities from mining exploration activities to a technology company. A detailed description of the Acquisition is set out above at Section 1.

Resolution 1 is subject to the passing of all other Acquisition Resolutions.

2.2 ASX Listing Rule 11.1

ASX Listing Rule 11.1 provides that where an entity proposes to make a significant change, either directly or indirectly, to the nature or scale of its activities, it must provide full details to ASX as soon as practicable (and before making the change) and comply with the following:

- (a) provide to ASX information regarding the change and its effect on future potential earnings, and any information that ASX asks for;
- (b) if ASX requires, obtain the approval of holders of its shares and comply with any requirements of ASX in relation to the notice of meeting; and
- (c) if ASX requires, meet the requirements of Chapters 1 and 2 of the ASX Listing Rules as if the entity were applying for admission to the official list of ASX.

Given the change in the nature and scale of the Company's activities upon completion of the Acquisition, the Company is required to obtain Shareholder approval.

Accordingly, the Company is seeking Shareholder approval pursuant to Resolution 1 for the Company to change the nature and scale of its activities under ASX Listing Rule 11.1.2.

ASX has also indicated to the Company that the change in the nature and scale of the Company's activities is a backdoor listing of Yojee which consequently requires the Company to (in accordance with ASX Listing Rule 11.1.3) re-comply with the admission requirements set out in Chapters 1 and 2 of the ASX Listing Rules (including any ASX requirement to treat the Company's securities as restricted securities). Accordingly, it is anticipated that the Company's securities will be subjected to a trading halt or suspension and thereby cease trading on ASX's Official List prior to market open on the day of the Meeting. If the Acquisition Resolutions are approved at the Meeting, it is expected that the Company's securities will remain suspended from quotation until the Company has acquired Yojee pursuant to the Acquisition Agreement and re-complied with Chapters 1 and 2 of the ASX Listing Rules, including by satisfaction of ASX's conditions precedent to reinstatement.

If the Acquisition Resolutions are not approved at the Meeting, it is expected that the Company's securities will be reinstated to quotation on ASX's Official List after the Company announces the results of the Meeting in accordance with the ASX Listing Rules and Corporations Act.

2.3 Guidance Note 12

Changes to ASX Guidance Note 12 in 2014 alter ASX's policy in relation to the application of the "20 cent rule" to re-compliance listings. Previously, an entity required to re-comply with Chapters 1 and 2 of the ASX Listing Rules, was required to offer any shares as part of a re-compliance at an issue price of at least 20 cents per share. Guidance Note 12 states that this issue price can now be below 20 cents when an entity's securities have been trading on ASX at less than 20 cents each. ASX will consider a request not to apply the 20 cent rule provided the issue price, sale price or exercise price for any securities being issued or sold as part of, or in conjunction with, the transaction:

- (a) is not less than two cents each; and
- (b) is specifically approved by security holders as part of the approval(s) obtained under ASX Listing Rule 11.1.2; and
- (c) ASX is otherwise satisfied that the entity's proposed capital structure after the transaction will satisfy ASX Listing Rules 1.1 condition 1 and 12.5 (appropriate structure for a listed entity).

For this reason, the Company is seeking Shareholder approval for the Company to issue Shares at an issue price of \$0.02 per Share pursuant to the Capital Raising as part of the approvals sought under ASX Listing Rule 11.1.2.

3. RESOLUTION 2 – CREATION OF NEW CLASS OF SECURITIES – PERFORMANCE SHARES

3.1 Requirements for Shareholder approval

Resolution 2 seeks Shareholder approval for the Company to be authorised to issue the Performance Shares.

A company with a single class of shares on issue which proposes to issue new shares not having the same rights as its existing shares, is taken to vary the rights of existing shareholders unless the constitution already provides for such an issue.

Under clause 2.2 of the Constitution and, subject to the Corporations Act and the ASX Listing Rules, the Directors may at any time issue such number of Shares either as ordinary Shares or shares of a named class or classes (being either an existing class or a new class) at the issue price that the Directors determine and with such preferred, deferred or other special rights or restrictions as the Directors shall (in their absolute discretion) determine.

Section 246B of the Corporations Act and clause 2.4 of the Constitution provide that the rights attaching to a class of shares cannot be varied without:

- (a) a special resolution passed at a meeting of the members holding shares in that class; or
- (b) the written consent of the members who are entitled to at least 75% of the votes that may be cast in respect of shares in that class.

Pursuant to the Acquisition Agreement, the Company proposes to issue (amongst other securities) 200,000,000 Performance Shares, being:

- (a) 50,000,000 Performance Shares convertible into Shares on the achievement of Milestone 1 (**Class A Performance Shares**);
- (b) 50,000,000 Performance Shares convertible into Shares on the achievement of Milestone 2 (**Class B Performance Shares**);
- (c) 50,000,000 Performance Shares convertible into Shares on the achievement of Milestone 3 (**Class C Performance Shares**); and
- (d) 50,000,000 Performance Shares convertible into Shares on the achievement of Milestone 4 (**Class D Performance Shares**),

on the terms set out in Schedule 3 of this Notice of Meeting.

The purpose of the issue of the Performance Shares is to link part of the consideration for the Acquisition to certain key performance criteria. If the milestones are not achieved within the prescribed timeframe, the Company will redeem the Performance Shares.

The Company currently has only one class of shares on issue being fully paid ordinary shares (**Shares**). The terms of the Performance Shares are not the same as the Shares. Accordingly, the Company seeks approval from Shareholders for the issue of the Performance Shares.

Resolution 2 is a special resolution and is subject to the passing of all other Acquisition Resolutions.

3.2 ASX approval pursuant to ASX Listing Rules 6.1 and 6.2

ASX Listing Rule 6.1 provides that the terms that apply to each class of equity security must, in ASX's opinion, be appropriate and equitable.

ASX Listing Rule 6.2 further provides that an entity may only have one class of ordinary securities unless either ASX approves the terms of an additional class or the additional class is of partly paid securities which, if fully paid, would be in the same class as the ordinary securities.

The Company has sought ASX approval for the issuance of the Performance Shares required under ASX Listing Rule 6.1 and 6.2.

4. RESOLUTION 3 – ISSUE OF CONSIDERATION SECURITIES TO NON-RELATED PARTY VENDORS

4.1 General

As set out in Section 1, in consideration for the acquisition by the Company of 100% of the issued shares in Yojee, the Company has agreed to issue:

- (a) 150,000,000 Consideration Shares;
- (b) 200,000,000 Performance Shares; and
- (c) 100,000,000 Consideration Options,

(together, the **Consideration Securities**) to the Vendors (or their nominees).

The Company is proposing to apportion the Consideration Securities as follows:

- (a) 142,500,000 Consideration Shares, 190,000,000 Performance Shares and 95,000,000 Consideration Options to non-related party Vendors (or their nominees) (**Unrelated Consideration Securities**); and
- (b) 7,500,000 Consideration Shares, 10,000,000 Performance Shares and 5,000,000 Consideration Options to Shannon Robinson (or her nominee) (**Related Party Consideration Securities**).

Resolution 3 seeks Shareholder approval for the issue of the Unrelated Consideration Securities. The Related Party Consideration Securities will be issued pursuant to the approval under Resolution 4.

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

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

Resolution 3 is subject to the passing of all other Acquisition Resolutions.

4.2 Technical information required by ASX Listing Rule 7.1

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to Resolution 3:

- (a) the maximum number of Consideration Shares to be issued is 142,500,000;
- (b) the maximum number of Performance Shares to be issued is 190,000,000, to be apportioned as follows:
 - (i) 47,500,000 Class A Performance Shares;
 - (ii) 47,500,000 Class B Performance Shares;
 - (iii) 47,500,000 Class C Performance Shares; and
 - (iv) 47,500,000 Class D Performance Shares;
- (c) the maximum number of Consideration Options to be issued is 95,000,000;
- (d) the Unrelated Consideration Securities will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that issue of the Shares will occur on the same date;
- (e) the Unrelated Consideration Securities will be issued for nil consideration as they are being issued in consideration for the Acquisition;
- (f) the Unrelated Consideration Securities will be issued to the Vendors (or their nominees) as set out in Schedule 1. None of these parties are related parties of the Company;
- (g) the Consideration Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (h) the Performance Shares will be issued on the terms and conditions set out in Schedule 3;
- (i) the Consideration Options will be issued on the terms and conditions set out in Schedule 4; and
- (j) no funds will be raised from issue of the Unrelated Consideration Securities as they are being issued in consideration for the Acquisition.

5. RESOLUTION 4 – ISSUE OF CONSIDERATION SECURITIES TO RELATED PARTY VENDOR – SHANNON ROBINSON

5.1 General

Resolution 4 seeks Shareholder approval for the issue of the Related Party Consideration Securities to Shannon Robinson (or her nominee).

Resolution 4 is subject to the passing of all other Acquisition Resolutions.

5.2 Chapter 2E of the Corporations Act

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

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

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

The issue of the Related Party Consideration Securities constitutes giving a financial benefit and Shannon Robinson is a related party of the Company by virtue of being a Director.

The Directors (other than Ms Robinson who has a material personal interest in the Resolution) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the Related Party Consideration Securities to Ms Robinson (or her nominee) as the Related Party Consideration Securities will be issued to Ms Robinson (or her nominee) on the same terms as the Consideration Securities issued to the non-related party Vendors and as such the giving of the financial benefit is on arm's length terms.

5.3 ASX Listing Rule 10.11

ASX Listing Rule 10.11 also requires shareholder approval to be obtained where an entity issues, or agrees to issue, securities to a related party, or a person whose relationship with the entity or a related party is, in ASX's opinion, such that approval should be obtained unless an exception in ASX Listing Rule 10.12 applies.

As the issue of the Related Party Consideration Securities involves the issue of securities to a related party of the Company, Shareholder approval pursuant to ASX Listing Rule 10.11 is required unless an exception applies. It is the view of the Directors that the exceptions set out in ASX Listing Rule 10.12 do not apply in the current circumstances.

5.4 Technical Information required by ASX Listing Rule 10.13

Pursuant to and in accordance with ASX Listing Rule 10.13, the following information is provided in relation to Resolution 4:

- (a) the Related Party Consideration Securities will be issued to Shannon Robinson (or her nominee);
- (b) the number of Consideration Shares to be issued is 7,500,000;
- (c) the number of Performance Shares to be issued is 10,000,000, to be apportioned as follows:
 - (i) 2,500,000 Class A Performance Shares;
 - (ii) 2,500,000 Class B Performance Shares;
 - (iii) 2,500,000 Class C Performance Shares;
 - (iv) 2,500,000 Class D Performance Shares;

- (d) the number of Consideration Options to be issued is 5,000,000;
- (e) pursuant to a waiver granted from Listing Rule 10.13.3 the Related Party Consideration Securities will be issued no later than 3 months after the date of the Meeting and it is intended that issue of the Options will occur on the same date;
- (f) the Consideration Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (g) the Performance Shares will be issued on the terms and conditions set out in Schedule 3;
- (h) the Consideration Options will be issued on the terms and conditions set out in Schedule 4; and
- (i) the Related Party Consideration Securities will be issued for nil cash consideration as they are being issued in consideration for the Acquisition. Accordingly, no funds will be raised.

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

6. RESOLUTION 5 – CAPITAL RAISING PURSUANT TO A PROSPECTUS

6.1 General

As noted in Section 1.5, Completion of the Acquisition is conditional upon, amongst other things, the Company raising not less \$2,500,000 through the issue of Shares at an issue price of not less than \$0.02. The Board has determined to that it will seek to raise a minimum of \$2,750,000 and a maximum of \$3,209,970 pursuant to the Capital Raising.

Resolution 5 seeks Shareholder approval for the issue of up to 160,498,518 Shares at an issue price of \$0.02 per Share to raise up to \$3,209,970 under the Capital Raising. The Capital Raising will be undertaken via the issue of a prospectus (**Prospectus**).

The Company has received firm commitments for the Capital Raising in respect of \$2,750,000, being the minimum subscription under the Capital Raising.

A summary of ASX Listing Rule 7.1 is set out in Section 4.1 above.

The effect of Resolution 5 will be to allow the Company to issue the Shares pursuant to the Capital Raising during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity.

Resolution 5 is subject to the approval of all other Acquisition Resolutions. In addition, the Shares to be issued pursuant to the Capital Raising will only be issued if ASX has confirmed that the Company has re-complied with Chapters 1 and 2 of the ASX Listing Rules.

6.2 Related party participation

Edward Clarke, the Proposed Director, has indicated that he may participate in the Capital Raising up to \$50,000.

The Directors consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the participation because the Shares will be issued to Mr Clarke on the same terms as Shares issued to unrelated party participants in the Capital Raising and as such the giving of the financial benefit is on arm's length terms.

The Directors consider that Shareholder approval pursuant to ASX Listing Rule 10.11 is not required in respect of Edward Clarke's participation in the Capital Raising because Edward Clarke is a related party of the Company only by reason of the Acquisition, which is the reason for the issue of the Shares under the Capital Raising and the application to Edward Clarke of section 228(6) of the Corporations Act.

6.3 Technical information required by ASX Listing Rule 7.1

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

- (a) the maximum number of Shares to be issued is 160,498,518;
- (b) the Shares will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that issue of the Shares will occur on the same date;
- (c) the issue price will be \$0.02 per Share;
- (d) the Shares will be issued to the public at the Board's discretion pursuant to a public offer by way of a Prospectus. None of these subscribers will be related parties of the Company;
- (e) the Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares; and
- (f) the Company intends to use the funds raised from the Capital Raising in the manner set out in Section 1.16.

7. RESOLUTION 6 – RE-ELECTION OF DIRECTOR – SHANNON ROBINSON

Clause 13.4 of the Constitution allows the Directors to appoint at any time a person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but only where the total number of Directors does not at any time exceed the maximum number specified by the Constitution.

Pursuant to clause 13.4 of the Constitution and ASX Listing Rule 14.4, any Director so appointed holds office only until the next following general meeting and is then eligible for election by Shareholders but shall not be taken into account in determining the Directors who are to retire by rotation (if any) at that meeting.

In accordance with the Acquisition Agreement, the Company appointed Shannon Robinson as a Director with effect from the date of execution of the Acquisition Agreement (being 20 January 2016).

Shannon Robinson will retire in accordance with clause 13.4 of the Constitution and ASX Listing Rule 14.4 and being eligible, seeks election from Shareholders.

The qualifications and experience of Ms Robinson are set out in Section 1.11. The Company has undertaken appropriate checks before recommending the re-election of Ms Robinson as a Director of the Company and noted no material adverse information as a result of these checks. Ms Robinson has acknowledged to the Company that she has sufficient time to fulfil her responsibilities as a Director.

The Board considers that Ms Robinson is not an independent Director in accordance with the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations (3rd edition).

The Board supports the re-election of Shannon Robinson and recommends that Shareholders vote in favour of Resolution 6.

Resolution 6 is subject to the passing of all other Acquisition Resolutions.

8. RESOLUTION 7 – ELECTION OF DIRECTOR – EDWARD CLARKE

In accordance with the Acquisition Agreement, the Company has agreed to appoint Edward Clarke as a director of the Company. The appointment of Edward Clarke will take effect on and from Completion of the Acquisition.

Resolution 7 seeks approval for the election of Edward Clarke as a director of the Company on and from Completion of the Acquisition. Resolution 7 is subject to the passing of all other Acquisition Resolutions.

The qualifications and experience of Edward Clarke are set out in Section 1.11. The Company has undertaken appropriate checks before recommending the election of Mr Clarke as a Director of the Company and noted no material adverse information as a result of these checks. Edward Clarke has acknowledged to the Company that he has sufficient time to fulfil his responsibilities as a Director.

The Board considers that Mr Clarke is not an independent Director in accordance with the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations (3rd edition).

The Board supports the election of Edward Clarke and recommends that Shareholders vote in favour of Resolution 7.

9. RESOLUTION 8 – CHANGE OF COMPANY NAME

Section 157(1)(a) of the Corporations Act provides that a company may change its name if the company passes a special resolution adopting a new name.

Resolution 8 seeks the approval of Shareholders for the Company to change its name to "Yojee Limited".

If Resolution 8 is passed the change of name will take effect when ASIC alters the details of the Company's registration.

The proposed name has been reserved by the Company and if Resolution 8 is passed, the Company will lodge a copy of the special resolution with ASIC on Completion of the Acquisition in order to effect the change.

The Board proposes this change of name on the basis that it more accurately reflects the proposed future operations of the Company.

Resolution 8 is subject to the passing of all other Acquisition Resolutions.

10. RESOLUTION 9 – ISSUE OF EXECUTIVE SECURITIES

10.1 General

As set out in Section 1.5, subject to Completion of the Acquisition and the Company obtaining all necessary Shareholder approvals, Yojee has agreed to issue the Executive Securities to Edward Clarke, the Managing Director of Yojee (Singapore), and Andras Kristof, the Chief Technical Officer of Yojee (Singapore) (together the **Yojee Executives**), in accordance with the terms of their engagement.

Resolution 9 seeks Shareholder approval for the issue of the Executive Securities to the Yojee Executives (or their respective nominees).

A summary of ASX Listing Rule 7.1 is set out in Section 4.1.

The effect of Resolution 9 will be to allow the Company to issue the Executive Securities during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity.

Resolution 9 is subject to the passing of all Acquisition Resolutions.

10.2 Vesting Conditions of the Executive Securities

Subject to the continuous service of the Yojee Executive with the Group, the conditions that must be met in order for the Executive Securities to vest with the Yojee Executives are as follows:

- (a) **Class A Options:** The Class A Options vest on the date that the 20 day VWAP of Shares is equal to or in excess of \$0.07 per Share;
- (b) **Class B Options:** The Class B Options vest on the date that the 20 day VWAP of Shares is equal to or in excess of \$0.10 per Share;
- (c) **Class C Options:** The Class C Options vest on the date that the 20 day VWAP of Shares is equal to or in excess of \$0.15 per Share; and
- (d) **Class D Options:** The Class D Options vest on the date that the 20 day VWAP of Shares is equal to or in excess of \$0.20 per Share.

The Executive Securities will be issued on the terms and conditions set out in Schedule 5.

10.3 Technical information required by ASX Listing Rule 7.1

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to Resolution 9:

- (a) the maximum number of Executive Securities to be issued is 22,000,000, being:
 - (i) 5,000,000 Class A Options;
 - (ii) 5,000,000 Class B Options;
 - (iii) 5,000,000 Class C Options;
 - (iv) 7,000,000 Class D Options;

- (b) the Executive Securities will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that issue of the Executive Securities will occur on the same date;
- (c) the issue price of the Executive Securities will be nil as they will be issued as consideration for services provided to Yojee by the Yojee Executives;
- (d) the Executive Securities will be issued to Edward Clarke and Andras Kristof (or their respective nominees), neither of whom are related parties of the Company;
- (e) the Executive Securities will be issued on the terms and conditions set out in Schedule 5; and
- (f) no funds will be raised from the issue as the Executive Securities are being issued as consideration for services provided by the Yojee Executives.

11. RESOLUTION 10 – ADOPTION OF INCENTIVE PERFORMANCE RIGHTS PLAN

Resolution 10 seeks Shareholders approval for the adoption of the employee incentive scheme titled “Yojee Limited – Incentive Performance Rights Plan” (**Plan**) in accordance with ASX Listing Rule 7.2 (Exception 9(b)).

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12 month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period. ASX Listing Rule 7.2 (Exception 9(b)) sets out an exception to ASX Listing Rule 7.1 which provides that issues under an employee incentive scheme are exempt for a period of 3 years from the date on which shareholders approve the issue of securities under the scheme as an exception to ASX Listing Rule 7.1.

If Resolution 10 is passed, the Company will be able to issue Performance Rights under the Plan to eligible participants over a period of 3 years without impacting on the Company's ability to issue up to 15% of its total ordinary securities without Shareholder approval in any 12 month period.

Shareholders should note that no Performance Rights have previously been issued under the Plan.

The objective of the Plan is to attract, motivate and retain key employees and it is considered by the Company that the adoption of the Plan and the future issue of Shares under the Plan will provide selected employees with the opportunity to participate in the future growth of the Company.

Any future issues of Shares under the Plan to a related party or a person whose relation with the company or the related party is, in ASX's opinion, such that approval should be obtained will require additional Shareholder approval under ASX Listing Rule 10.14 at the relevant time.

A summary of the key terms and conditions of the Plan is set out in Schedule 6. In addition, a copy of the Plan is available for review by Shareholders at the registered office of the Company until the date of the Meeting. A copy of the Plan can also be sent to Shareholders upon request to the Company Secretary (Adrian Hill). Shareholders are invited to contact the Company if they have any queries or concerns.

GLOSSARY

\$ means Australian dollars.

Acquisition means the acquisition by the Company of 100% of the issued capital in Yojee.

Acquisition Agreement has the meaning given to that term in Section 1.1.

Acquisition Resolutions means the inter-conditional Resolutions in this Notice, being Resolutions 1 to 8 (inclusive).

ASIC means the Australian Securities & Investments Commission.

Associated Body Corporate means:

- (a) a related body corporate (as defined in the Corporations Act) of the Company;
- (b) a body corporate which has an entitlement to not less than 20% of the voting Shares of the Company; and
- (c) a body corporate in which the Company has an entitlement to not less than 20% of the voting shares.

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

ASX Listing Rules means the Listing Rules of ASX.

Board means the current board of directors of the Company.

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

Capital Raising has the meaning given in Section 1.1.

Chair means the chair of the Meeting.

Class A Performance Shares has the meaning given in Section 3.1.

Class B Performance Shares has the meaning given in Section 3.1.

Class C Performance Shares has the meaning given in Section 3.1.

Class D Performance Shares has the meaning given in Section 3.1.

Company means Southern Crown Resources Ltd (to be renamed 'Yojee Limited') (ACN 143 416 531).

Completion means completion under the Acquisition Agreement.

Consideration Options has the meaning given Section 1.5.

Consideration Securities means Consideration Shares, Performance Shares and Consideration Options.

Consideration Shares has the meaning given Section 1.5.

Constitution means the Company's constitution.

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

Directors means the current directors of the Company.

Explanatory Statement means the explanatory statement accompanying the Notice.

General Meeting or **Meeting** means the meeting convened by the Notice.

Group Company means the Company or any Associated Body Corporate.

Key Management Personnel has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

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

Option means an option to acquire a Share.

Optionholder means a holder of an Option.

Performance Shares means the performance shares to be issued on the terms and conditions set out in Schedule 3 being the Class A Performance Shares, the Class B Performance Shares, the Class C Performance Shares and the Class D Performance Shares.

Platform means the pervasive technology platform being developed and built by Yojee.

Proxy Form means the proxy form accompanying the Notice.

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

Section means a section of the Explanatory Statement.

Security means an Option, a Share, a Performance Share or all of them (as applicable).

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

Shareholder means a registered holder of a Share.

Vendors means all of the current shareholders of Yojee.

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

Yojee means Yojee Pty Ltd (ACN 608 978 810).

Yojee Group means Yojee and each of its subsidiaries.

SCHEDULE 1 – VENDOR CONSIDERATION

Vendor	Yojee shares held immediately prior to Completion	Consideration Shares to be issued	Performance Shares to be issued	Consideration Options to be issued	% interest in the Company ¹ (undiluted)
Major Shareholders					
Shannon Jayne Robinson	5,000,000	7,500,000	2,500,000 Class A 2,500,000 Class B 2,500,000 Class C 2,500,000 Class D	5,000,000	2.00%
Ravenhill Investments Pty Ltd (ACN 060 540 561) <House of Equity A/C>	9,000,000	13,500,000	4,500,000 Class A 4,500,000 Class B 4,500,000 Class C 4,500,000 Class D	9,000,000	3.60%
Singlefin Asia Private Foundation	12,000,000	18,000,000	6,000,000 Class A 6,000,000 Class B 6,000,000 Class C 6,000,000 Class D	12,000,000	4.80%
Waterox Pty Ltd (ACN 104 803 278) <Tien Chai A/C>	8,500,000	12,750,000	4,250,000 Class A 4,250,000 Class B 4,250,000 Class C 4,250,000 Class D	8,500,000	3.40%
Seed Shareholders					
The Twentieth Century Motor Company Pty Ltd (ACN 167 248 419) <Twentieth Century MC SF A/C>	12,000,000	18,000,000	6,000,000 Class A 6,000,000 Class B 6,000,000 Class C 6,000,000 Class D	12,000,000	4.80%

Vendor	Yojee shares held immediately prior to Completion	Consideration Shares to be issued	Performance Shares to be issued	Consideration Options to be issued	% interest in the Company ¹ (undiluted)
Station Nominees Pty Ltd (ACN 133 016 850) <Station Super Fund A/C>	8,000,000	12,000,000	4,000,000 Class A 4,000,000 Class B 4,000,000 Class C 4,000,000 Class D	8,000,000	3.20%
Mr Stephen Ernest Anastos & Mrs Glenis Kaye Henderson <SEA Superannuation A/C>	3,000,000	4,500,000	1,500,000 Class A 1,500,000 Class B 1,500,000 Class C 1,500,000 Class D	3,000,000	1.20%
Mrs Michelle Denny <Pirates Cove A/C>	9,000,000	13,500,000	4,500,000 Class A 4,500,000 Class B 4,500,000 Class C 4,500,000 Class D	9,000,000	3.60%
Reef Investments Pty Ltd (ACN 009 201 389) <T D Nairn Super Fund A/C>	17,000,000	25,500,000	8,500,000 Class A 8,500,000 Class B 8,500,000 Class C 8,500,000 Class D	17,000,000	6.80%
Antarie Pty. Ltd. (ACN 009 228 586)	1,000,000	1,500,000	500,000 Class A 500,000 Class B 500,000 Class C 500,000 Class D	1,000,000	0.40%
Ninety Three Pty Ltd (ACN 159 864 203) <One Mile Super Fund A/C>	8,500,000	12,750,000	4,250,000 Class A 4,250,000 Class B 4,250,000 Class C 4,250,000 Class D	8,500,000	3.40%

Vendor	Yojee shares held immediately prior to Completion	Consideration Shares to be issued	Performance Shares to be issued	Consideration Options to be issued	% interest in the Company ¹ (undiluted)
Tyche Investments Pty Limited (ACN 116 226 861)	3,000,000	4,500,000	1,500,000 Class A 1,500,000 Class B 1,500,000 Class C 1,500,000 Class D	3,000,000	1.20%
Finewood Holdings Pty Ltd (ACN 140 184 201)	2,000,000	3,000,000	1,000,000 Class A 1,000,000 Class B 1,000,000 Class C 1,000,000 Class D	2,000,000	0.80%
Elke Sweetland	1,000,000	1,500,000	500,000 Class A 500,000 Class B 500,000 Class C 500,000 Class D	1,000,000	0.40%
Anika Sweetland	1,000,000	1,500,000	500,000 Class A 500,000 Class B 500,000 Class C 500,000 Class D	1,000,000	0.40%
TOTAL	100,000,000	150,000,000	200,000,000	100,000,000	40.00%

Notes:

1. Assumes that:
 - (a) the issued capital of the Company is 375,000,000 Shares and no further securities are issued prior to Completion, other than as contemplated by this Notice; and
 - (b) the Capital Raising is successful and 160,498,518 Shares at an issue price of \$0.02 per Share are subscribed for and issued.

SCHEDULE 2 – PRO-FORMA STATEMENT OF FINANCIAL POSITION

The audited statement of financial position as at 31 December 2015 and the unaudited pro-forma statement of financial position as at 31 December 2015 shown below have been prepared on the basis of the accounting policies normally adopted by the Company and reflect the changes to its financial position.

The pro-forma statement of financial position has been prepared assuming that all Acquisition Resolutions have been passed, the issue of Consideration Securities and Completion have occurred and showing the maximum Capital Raising which is proposed to be \$3,209,970.

The pro-forma statement of financial position has been prepared to provide investors with information on the assets and liabilities of the Company and pro-forma assets and liabilities of the Company as noted below. The historical and pro-forma financial information is presented in an abbreviated form, insofar as it does not include all of the disclosures required by Australian Accounting Standards applicable to annual financial statements.

	COMPANY AUDITED 31 December 2015	YOJEE AUDITED 31 December 2015	ADJUSTMENTS	PRO-FORMA 31 December 2015
CURRENT ASSETS				
Cash and cash equivalents ¹	770,449	263,994	2,889,970	3,924,413
Trade and other receivables	1,628	-	-	1,628
Other current assets	19,271	-	-	19,271
TOTAL CURRENT ASSETS	791,348	263,994	2,889,970	3,945,312
NON-CURRENT ASSETS				
Intangible assets	-	13,816	-	13,816
Tenement acquisition and exploration costs	352,124	-	-	352,124
TOTAL NON-CURRENT ASSETS	352,124	13,816	-	365,940
TOTAL ASSETS	1,143,472	277,810	2,889,970	4,311,252
CURRENT LIABILITIES				
Trade and other payables	31,741	1,937	-	33,678
Income tax payable	-	13,762	-	13,762
TOTAL CURRENT LIABILITIES	31,741	15,699	-	47,440
TOTAL LIABILITIES	31,741	15,699	-	47,440
NET ASSETS (LIABILITIES)	1,111,732	262,111	2,889,970	4,263,813
EQUITY				
Share capital ^{1,2}	6,645,068	230,001	(1,197,347)	5,677,722
Options Reserve ²	200,459	-	(200,459)	-
Accumulated losses ²	(5,733,795)	32,110	4,287,776	(1,413,909)
TOTAL EQUITY	1,111,732	262,111	2,889,970	4,263,813

Notes:

- Cash Balance of circa \$1.034m at 31 December 2015, plus the following transactions to be completed per the Acquisition Agreement:
 - Capital Raising of \$3,209,970 (\$3,007,372 net of costs);
 - Estimated costs of the transaction of \$117,402 (legals, accounting, other); and

- (c) Non-refundable Yojee Option of \$250,000 paid to Yojee.
- 2. Reverse acquisition entry as the transaction is deemed to be a reverse acquisition.
- 3. Refer to Section 1.14 for details of the Executive Securities. There is no impact on the pro-forma statement of financial position from the Options as their corresponding vesting periods have not commenced as at the pro-forma date.

SCHEDULE 3 – TERMS AND CONDITIONS OF PERFORMANCE SHARES

The terms and conditions of the Performance Shares are as follows:

Rights attaching to the Performance Shares

- (a) **(Performance Shares):** Each Performance Share is a share in the capital of Southern Crown Resources Ltd (ACN 143 416 531) (**Company**).
- (b) **(General meetings):** Each Performance Share confers on the holder (**Holder**) the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to the holders of fully paid ordinary shares in the capital of the Company (**Shareholders**). Holders have the right to attend general meetings of Shareholders.
- (c) **(No voting rights):** A Performance Share does not entitle the Holder to vote on any resolutions proposed by the Company except as otherwise required by law.
- (d) **(No dividend rights):** A Performance Share does not entitle the Holder to any dividends.
- (e) **(No rights to return of capital)** A Performance Share does not entitle the Holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (f) **(Rights on winding up):** A Performance Share does not entitle the Holder to participate in the surplus profits or assets of the Company upon winding up.
- (g) **(Not transferable):** A Performance Share is not transferable.
- (h) **(Reorganisation of capital):** If at any time the issued capital of the Company is reconstructed (including a consolidation, subdivision, reduction, cancellation or return of issued share capital), all rights of a Holder will be changed to the extent necessary to comply with the applicable ASX Listing Rules at the time of reorganisation.
- (i) **(Application to ASX):** The Performance Shares will not be quoted on ASX. However, if the Company is listed on ASX at the time of conversion of the Performance Shares into fully paid ordinary shares (**Shares**), the Company must within 10 Business Days apply for the official quotation of the Shares arising from the conversion on ASX.
- (j) **(Participation in entitlements and bonus issues):** A Performance Share does not entitle a Holder (in their capacity as a holder of a Performance Share) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
- (k) **(Amendments required by ASX):** The terms of the Performance Shares may be amended as necessary by the Company's board in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the ASX Listing Rules, following such amendment, the economic and other rights of the Holder are not diminished or terminated.
- (l) **(No Other Rights):** A Performance Share gives the Holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

Conversion of the Performance Shares

(m) (Milestones):

(i) **Class A:** A Class A Performance Share will convert into one Share upon the earlier of:

(A) the Company achieving a consolidated revenue target of \$3 million from the business of Yojee; or

(B) both:

(I) the Commencement of Operations of Yojee within two of Australia and/or any other South East Asian Country; and

(II) the 20 day volume weighted average price (**VWAP**) of the Shares trading at \$0.20 or higher,

within 36 months of completion of the acquisition of 100% of the issued capital of Yojee Pty Ltd (ACN 608 978 810) (**Completion**) (**Milestone 1**);

(ii) **Class B:** A Class B Performance Share will convert into one Share upon the earlier of:

(A) the Company achieving a consolidated revenue target of \$5 million from the business of Yojee; or

(B) both:

(I) the Commencement of Operations of Yojee within three of Australia and/or any other South East Asian Countries; and

(II) the 20 day VWAP of the Shares trading at \$0.20 or higher,

within 48 months of Completion (**Milestone 2**);

(iii) **Class C:** A Class C Performance Share will convert into one Share upon the earlier of:

(A) the Company achieving a consolidated revenue target of \$7 million from the business of Yojee; or

(B) both:

(I) the Commencement of Operations of Yojee within four of Australia and/or any other South East Asian Countries; and

(II) the 20 day VWAP of the Shares trading at \$0.20 or higher,

within 54 months of Completion (**Milestone 3**); and

(iv) **Class D:** A Class D Performance Share will convert into one Share upon the earlier of:

(A) the Company achieving a consolidated revenue target of \$10 million from the business of Yojee; or

(B) both:

- (I) the Commencement of Operations within any five of Australia and/or any other South East Asian Countries; and
- (II) the 20 day VWAP of the Shares trading at \$0.20 or higher,

within 60 months of Completion (**Milestone 4**),

(each a **Milestone** and together the **Milestones**).

(n) (**Definition of Commencement of Operations**): For the purpose of the Milestones, **Commencement of Operations** must include each of the following:

- (i) the availability for purchase or download of the Yojee platform mobile application or software within the jurisdiction in which it is intending to operate;
- (ii) the completion of at least 100 downloads of the Yojee mobile application or software within the jurisdiction in which it intends to operate; and
- (iii) the installation or implementation of the necessary services by the Company to support the operation of the Yojee business within the jurisdiction.

(o) (**Definition of South East Asian Country**): For the purpose of the Milestones, a **South East Asian Country** shall comprise any of: Indonesia, East Malaysia, Singapore, Philippines, East Timor, Brunei, Christmas Island, Cambodia, Laos, Myanmar (Burma), Thailand, Vietnam and West Malaysia.

(p) (**Conversion on change of control**): Notwithstanding the relevant Milestone has not been satisfied, upon the occurrence of either:

- (i) a takeover bid under Chapter 6 of the *Corporations Act 2001* (Cth) having been made in respect of the Company having received acceptances for more than 50% of the Company's shares on issue and being 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 the Company or its amalgamation with any other company or companies,

that number of Performance Shares that is equal to 10% of the Shares on issue immediately following conversion under this paragraph will convert into an equivalent number of Shares. The conversion will be completed on a pro rata basis across each class of Performance Shares then on issue as well as on a pro rata basis for each Holder. Performance Shares that are not converted into Shares under this paragraph will continue to be held by the Holders on the same terms and conditions.

(q) (**Redemption if Milestone not achieved**): If the relevant Milestone is not achieved by the required date, then each Performance Share in that class will be automatically redeemed by the Company for the sum of \$0.00001 within 10 Business Days of non-satisfaction of the Milestone.

(r) (**Conversion Procedure**): The Company will issue the Holder with a new holding statement for the Share issued upon conversion of a Performance Share within 10 Business Days following the conversion.

(s) (**Ranking upon conversion**) The Share into which a Performance Share may convert will rank *pari passu* in all respects with the existing Shares.

SCHEDULE 4 – TERMS AND CONDITIONS OF CONSIDERATION OPTIONS

(a) **Entitlement**

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

(b) **Exercise Price**

Subject to paragraph (j), the amount payable upon exercise of each Option will be \$0.02 (**Exercise Price**).

(c) **Expiry Date**

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

(d) **Exercise Period**

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

(e) **Notice of Exercise**

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

(f) **Exercise Date**

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

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

Within 15 Business Days after the Exercise Date, the Company will:

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

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

(h) **Shares issued on exercise**

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

(i) **Quotation of Shares issued on exercise**

If admitted to the official list of 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.

(j) **Reconstruction of capital**

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

(k) **Participation in new issues**

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

(l) **Change in exercise price**

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

(m) **Unquoted**

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

(n) **Transferability**

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

SCHEDULE 5 – TERMS AND CONDITIONS OF EXECUTIVE SECURITIES

(a) **Entitlement**

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

(b) **Exercise Price**

Subject to paragraph (j), the amount payable upon exercise of each Class A Option, Class B Option, Class C Option and Class D Option will be \$0.07 (**Exercise Price**).

(c) **Expiry Date**

Each Class A Option, Class B Option, Class C Option and Class D Option will expire at 5:00 pm (WST) on the date that is five (5) years from the date of issue of the Options (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) **Vesting Conditions**

Subject to the continuous service of the Optionholder with the Group, the Options are exercisable at any time on and from the vesting date until the Expiry Date (**Exercise Period**). The Options will vest as follows:

- (i) **Class A Options:** The Class A Options vest on the date that the 20 day VWAP of Shares is equal to or in excess of \$0.07 per Share;
- (ii) **Class B Options:** The Class B Options vest on the date that the 20 day VWAP of Shares is equal to or in excess of \$0.10 per Share;
- (iii) **Class C Options:** The Class C Options vest on the date that the 20 day VWAP of Shares is equal to or in excess of \$0.15 per Share; and
- (iv) **Class D Options:** The Class D Options vest on the date that the 20 day VWAP of Shares is equal to or in excess of \$0.20 per Share.

If the Optionholder ceases employment with the Group before the Options vest, then all unvested Options will lapse.

(e) **Notice of Exercise**

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

(f) **Exercise Date**

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

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

Within 15 Business Days after the Exercise Date, the Company will:

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

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

(h) **Shares issued on exercise**

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

(i) **Quotation of Shares issued on exercise**

If admitted to the official list of 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.

(j) **Reconstruction of capital**

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

(k) **Participation in new issues**

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

(l) **Change in exercise price**

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

(m) **Unquoted**

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

(n) **Transferability**

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

SCHEDULE 6 – SUMMARY OF INCENTIVE PERFORMANCE RIGHTS PLAN

The key terms of the Plan are as follows:

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

(Eligible Participants).

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

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

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

Southern Crown Resources Limited

ABN 52 143 416 531

Lodge your vote:



By Mail:

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

Alternatively you can fax your form to
(within Australia) 1800 783 447
(outside Australia) +61 3 9473 2555

For Intermediary Online subscribers only
(custodians) www.intermediaryonline.com

For all enquiries call:

(within Australia) 1300 850 505
(outside Australia) +61 3 9415 4000

SWR

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

Proxy Form

XX

For your vote to be effective it must be received by 11:00am (WST) Sunday, 24 April 2016

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

Appointment of Proxy

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

Signing Instructions

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

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

Attending the Meeting

Bring this form to assist registration. If a representative of a corporate securityholder or proxy is to attend the meeting you will need to provide the appropriate "Certificate of Appointment of Corporate Representative" prior to admission. A form of the certificate may be obtained from Computershare or online at www.investorcentre.com under the help tab, "Printable Forms".

Comments & Questions: If you have any comments or questions for the company, please write them on a separate sheet of paper and return with this form.

Turn over to complete the form ➔



View your securityholder information, 24 hours a day, 7 days a week:

www.investorcentre.com



Review your securityholding



Update your securityholding

Your secure access information is:

SRN/HIN: I999999999



PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

☐

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



I 9999999999

I ND

Proxy Form

Please mark ☒ to indicate your directions

STEP 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of Southern Crown Resources Limited hereby appoint

☐ the Chair of the Meeting

OR

PLEASE NOTE: Leave this box blank if you have selected the Chair of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting, as my/our proxy to act generally at the Meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the General Meeting of Southern Crown Resources Limited to be held on the First Floor, 35 Richardson Street, West Perth, Western Australia on Tuesday, 26 April 2016 at 11:00am (WST) and at any adjournment or postponement of that Meeting.

Chair authorised to exercise undirected proxies on remuneration related resolution: Where I/we have appointed the Chair of the Meeting as my/our proxy (or the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolution 10 (except where I/we have indicated a different voting intention below) even though Resolution 10 is connected directly or indirectly with the remuneration of a member of Key Management Personnel, which includes the Chair.

Important Note: If the Chair of the Meeting is (or becomes) your proxy you can direct the Chair to vote for or against or abstain from voting on Resolution 10 by marking the appropriate box in step 2 below.

STEP 2 Items of Business

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

		For	Against	Abstain			For	Against	Abstain
Resolution 1	Change to Nature and Scale of Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resolution 6	Re-election of Director – Shannon Robinson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	Creation of New Class of Securities – Performance Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resolution 7	Election of Director – Edward Clarke	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Issue of Consideration Securities to non-related party Vendors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resolution 8	Change of Company Name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4	Issue of Consideration Securities to related party Vendor – Shannon Robinson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resolution 9	Issue of Executive Securities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5	Capital Raising pursuant to a Prospectus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resolution 10	Adoption of Incentive Performance Rights Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chair of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chair of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

SIGN Signature of Securityholder(s) This section must be completed.

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

Contact Name _____ Contact Daytime Telephone _____ Date ____/____/____