

**SOUTHERN CROWN RESOURCES LTD
(TO BE RENAMED 'YOJEE LIMITED')
ACN 143 416 531**

PROSPECTUS

For an offer of up to 160,498,518 Shares at an issue price of \$0.02 per Share to raise up to \$3,209,970 (**Offer**).

This Prospectus also contains an offer of up to 1,000 Shares at an issue price of \$0.02 per Share to raise \$20 (**Cleansing Offer**). The Cleansing Offer is included primarily for the purpose of Section 708A(11) of the Corporations Act to remove any trading restrictions on the sale of Shares issued by the Company where those issues occur after the Offer has closed.

The Offer and Cleansing Offer are conditional on (amongst other things) events described in Section 2.8.

This Prospectus is a re-compliance prospectus for the purposes of satisfying Chapters 1 and 2 of the ASX Listing Rules and to satisfy ASX requirements for re-listing following a change to the nature and scale of the Company's activities.

IMPORTANT INFORMATION

This is an important document that should be read in its entirety. If you do not understand it you should consult your professional advisers without delay.

The Shares offered by this Prospectus should be considered highly speculative.

Joint Lead Managers to the Offer



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INDICATIVE TIMETABLE¹

Event	Date
Lodgement of Prospectus with the ASIC	19 April 2016
Opening Date of Offer and Cleansing Offer	19 April 2016
General Meeting of Shareholders	26 April 2016
Closing Date of Offer	29 April 2016
Completion of the Acquisition and issue of Consideration Securities to Vendors ²	12 May 2016
Issue of Shares under the Offer	12 May 2016
Despatch of holding statements	12 May 2016
Closing of Cleansing Offer	30 May 2016
Expected date for reinstatement to quotation on ASX	Week commencing 30 May 2016

- 1. The above dates are indicative only and may change without notice. The Company reserves the right to extend the Closing Date or close the Offer or Cleansing Offer early without notice. The Company also reserves the right not to proceed with the Offers at any time before the issue of Shares to applicants.*
- 2. The above stated date for Completion of the Acquisition is only a good faith estimate by the Directors and may be extended.*

1. CORPORATE DIRECTORY

Current Directors

Rhoderick Grivas
Executive Chairman
(Proposed Non-Executive Director)

Adrian Hill
Non-Executive Director

Shannon Robinson
Non-Executive Director

Registered Office

Level 4
96-100 Albert Road
South Melbourne VIC 3205

Telephone: +61 3 9813 3882
Email: info@southerncrown.com.au
Website: www.southerncrown.com.au

Proposed Director

Edward Clarke
Non-Executive Director

Company Secretary

Adrian Hill

Share Registry*

Computershare Investor Services Pty
Limited
Level 2
45 St Georges Terrace
Perth WA 6000

Telephone: +61 8 9323 2000
Facsimile: +61 8 9323 2033

Current ASX Code

SWR

Proposed ASX Code

YOJ

Solicitors

Steinepreis Paganin
Level 4, The Read Buildings
16 Milligan Street
Perth WA 6000

Independent Accountant

Grant Thornton Corporate Finance Pty Ltd
The Rialto, Level 30
525 Collins Street
Melbourne VIC 3000

Auditor*

Grant Thornton Audit Pty Ltd
The Rialto, Level 30
525 Collins Street
Melbourne VIC 3000

Joint Lead Managers

708 Capital Pty Ltd
Level 9
25 Bligh Street
Sydney NSW 2000

Cicero Advisory Services Pty Ltd
Suite 9
330 Churchill Avenue
Subiaco WA 6008

* These entities are included for information purposes only. They have not been involved in the preparation of this Prospectus.

2. IMPORTANT NOTICE

This Prospectus is dated 19 April 2016 and was lodged with the ASIC on that date. The ASIC and its officers take no responsibility for the contents of this Prospectus or the merits of the investment to which this Prospectus relates.

No Shares may be issued on the basis of this Prospectus later than 13 months after the date of this Prospectus.

Application will be made to the ASX within seven days after the date of this Prospectus for Official Quotation of the Shares the subject of this Prospectus.

No person is authorised to give information or to make any representation in connection with this Prospectus, which is not contained in the Prospectus. Any information or representation not so contained may not be relied on as having been authorised by the Company in connection with this Prospectus.

The distribution of this Prospectus in jurisdictions outside Australia may be restricted by law and persons who come into possession of this Prospectus should seek advice on, and observe any of these restrictions. Failure to comply with these restrictions may violate securities laws. Applicants who are resident in countries other than Australia should consult their professional advisers as to whether any governmental or other consents are required or whether any other formalities need to be considered and followed.

This Prospectus does not constitute an offer in any place in which, or to any person to whom, it would not be lawful to make such an offer. No action has been taken to register or qualify the Shares or the Offers or to otherwise permit a public offering of the Shares in any jurisdiction outside Australia.

It is important that you read this Prospectus in its entirety and seek professional advice where necessary. The Shares the subject of this Prospectus should be considered highly speculative.

2.1 Investment Advice

This Prospectus does not provide investment advice and has been prepared without taking account of your financial objectives, financial situation or particular needs (including financial or taxation issues). You should seek professional investment advice before subscribing for Shares under this Prospectus.

2.2 Risks

You should read this document in its entirety and, if in any doubt, consult your professional advisers before deciding whether to apply for Shares. There are risks associated with an investment in the Company. The Shares offered under this Prospectus carry no guarantee with respect to return on capital investment, payment of dividends or the future value of the Shares. Refer to the Investment Overview in Section 4 and Section 7 for details relating to some of the key risk factors that should be considered by prospective investors. There may be risk factors in addition to these that should be considered in light of your personal circumstances.

2.3 Electronic Prospectus

A copy of this Prospectus can be downloaded from the website of the Company at www.southerncrown.com.au. If you are accessing the electronic

version of this Prospectus for the purpose of making an investment in the Company, you must be an Australian resident and must only access this Prospectus from within Australia.

The Corporations Act prohibits any person passing onto another person an Application Form unless it is attached to a hard copy of this Prospectus or it accompanies the complete and unaltered version of this Prospectus. If you have received this Prospectus as an electronic Prospectus, please ensure that you have received the entire Prospectus accompanied by the Application Form. If you have not, please contact the Company and the Company will send you, free of charge, either a hard copy or a further electronic copy of this Prospectus or both. Alternatively, you may obtain a copy of this Prospectus from the website of the Company at www.southerncrown.com.au.

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

2.4 Website

No document or information included on our website is incorporated by reference into this Prospectus.

2.5 Forward-looking statements

This Prospectus contains forward-looking statements which are identified by words such as 'may', 'could', 'believes', 'estimates', 'targets', 'expects', or 'intends' and other similar words that involve risks and uncertainties.

These statements are based on an assessment of present economic and operating conditions, and on a number of assumptions regarding future events and actions that, as at the date of this Prospectus, are expected to take place.

Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of the Company, the Directors and management.

The Company cannot and do not give any assurance that the results, performance or achievements expressed or implied by the forward-looking statements contained in this Prospectus will actually occur and investors are cautioned not to place undue reliance on these forward-looking statements.

The Company has no intention to update or revise forward-looking statements, or to publish prospective financial information in the future, regardless of whether new information, future events or any other factors affect the information contained in this prospectus, except where required by law.

These forward looking statements are subject to various risk factors that could cause our actual results to differ materially from the results expressed or anticipated in these statements. These risk factors are set out in Section 7 of this Prospectus.

2.6 Photographs and Diagrams

Photographs used in this Prospectus which do not have descriptions are for illustration only and should not be interpreted to mean that any person shown endorses the Prospectus or its contents or that the assets shown in them are owned by the Company. Diagrams used in this prospectus are illustrative only and may not be drawn to scale.

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

The proposed acquisition by the Company of 100% of the issued capital of Yojee Pty Ltd (ACN 608 978 810) (**Yojee**) will constitute a change to the nature and scale of the Company's activities. Pursuant to ASX Listing Rule 11.1.3, the ASX therefore requires the Company to re-comply with the admission requirements of Chapters 1 and 2 of the ASX Listing Rules, as if applying for admission to the official list of ASX. Accordingly, this Prospectus is issued for the purpose of satisfying Chapters 1 and 2 of the ASX Listing Rules.

2.8 Conditional Offers

The Offer and the Cleansing Offer are conditional on:

- (a) the Acquisition Agreement becoming unconditional;
- (b) Shareholders approving the Acquisition Resolutions required to implement the Acquisition and the Offer; and
- (c) the Company receiving conditional approval for re-quotation of the Company's Shares on the ASX on terms reasonably acceptable to the Company.

Accordingly, the Offer and the Cleansing Offer under this Prospectus are effectively inter-conditional on the successful completion of each other part of the Acquisition.

In the event that the above conditions are not met, the Company will not proceed with the Offer or the Cleansing Offer and no Shares will be issued pursuant to this Prospectus. If this occurs, the Company will repay all application monies received without interest and in accordance with the Corporations Act.

3. CHAIRMAN'S LETTER

Dear Investor,

On behalf of the Directors of Southern Crown Resources Limited (to be renamed 'Yojee Limited') (**Company**), I am pleased to present you with this opportunity to become a Shareholder in the Company.

The Company currently holds a 100% interest in the Ropewalk Project, a gold exploration project, located in Queensland. After evaluating new opportunities that have the potential to add Shareholder value, the Company is proposing to change its activities from a gold exploration company to an information technology company via the acquisition of 100% of the issued capital of Yojee Pty Ltd (**Yojee**) (**Acquisition**).

Yojee is a company focused on developing a sharing-economy based logistics technology through the creation of the Yojee delivery network and secure blockchain technology platform (**Platform**), initially targeting the Asia-Pacific region. The Platform will be an international collaborative economy (technology) platform aiming to provide seamless and efficient, on-demand movement of goods and services where and when they are needed. 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, in particular in jurisdictions with immature transport networks.

Under this Prospectus, the Company is seeking to raise up to \$3,209,970 (before costs) via the issue of up to 160,498,518 Shares at an issue price of \$0.02 per Share (**Offer**). The funds raised from the Offer, together with the Company's and Yojee's existing cash reserves, will primarily be applied towards design and build of the Platform as well as business development, sales and marketing. The Offer and the Cleansing Offer are subject to various conditions which are summarised in Section 2.8 of this Prospectus.

This Prospectus contains detailed information about the Company, Yojee, the Offer and the Acquisition, as well as the risks of investing in the Company. I encourage you to read this Prospectus carefully and consult with your professional advisers.

On behalf of the Board, I invite you to subscribe for Shares in the Company and look forward to welcoming you as a Shareholder in the Company.

Yours sincerely

Rhoderick Grivas
Chairman
Southern Crown Resources Limited

4. INVESTMENT OVERVIEW

This Section is a summary only and not intended to provide full information for investors intending to apply for Shares offered pursuant to this Prospectus. This Prospectus should be read and considered in its entirety.

Item	Summary	Further information
A. Company		
Who is the issuer of this Prospectus?	Southern Crown Resources Ltd (ACN 143 416 531) to be renamed "Yojee Limited" (ASX: SWR) (Company or SWR).	
Who is SWR?	<p>The Company was incorporated on 30 April 2010 and was admitted to the Official List of the ASX on 2 December 2010.</p> <p>The Company currently holds a 100% interest in the Ropewalk Project, a gold exploration project, located in Queensland.</p> <p>Recently, the Company has been evaluating new resources and technology opportunities in Australia and overseas that have the potential to add Shareholder value.</p>	Sections 4.1 and 6
B. The Acquisition		
What is the Acquisition?	<p>The Company has entered into share sale agreements (Acquisition Agreements) to conditionally acquire 100% of the issued capital in Yojee (Acquisition).</p> <p>A summary of the key terms of the Acquisition Agreements, including a list of all of the remaining conditions precedent that are required to be satisfied or waived (where possible) is set out in Section 12.1 below.</p> <p>Following the completion of the Acquisition, the Company will focus on the development of the business of Yojee.</p>	Sections 4.2 and 12.1
Who is Yojee?	Yojee is a company focused on developing a sharing-economy based logistics technology through the creation of the Yojee delivery network and secure blockchain technology platform (Platform), initially targeting the Asia-Pacific region. The Platform will be an international collaborative-economy (technology) platform providing seamless and efficient, on-demand movement of goods and services where and when they are needed.	Sections 4.2 and 6

Item	Summary	Further information
	<p>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, particularly in jurisdictions with immature transport networks.</p> <p>An update on the development of the Platform and the business is set out in Section 6.</p>	
What industry will the Company operate in following completion of the Acquisition?	<p>Completion of the Acquisition will result in the nature and scale of the Company's activities being significantly changed.</p> <p>Post the Acquisition, the Company will operate as a technology company focussing on e-commerce, logistics and consumer software.</p>	Section 6.4
What is the Company's intention in respect of its existing business?	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.	Section 6.2
C. Business Model and Strategy		
How will the Company generate income?	<p>Following Completion of the Acquisition, the Company will immediately focus on development of the Platform and Yojee business.</p> <p>As Yojee is currently in the development phase, no decision has been made regarding the method of commercialising the Platform should its development be successful. Pending the successful completion of the Platform, the business model will focus on the roll-out of the Platform in various jurisdictions throughout South East Asia and the implementation, growth and development of the network utilising that Platform in each market such that an efficient network of logistics service providers can be created in South East Asia through the use and utilisation of the Platform.</p>	Section 6.6

Item	Summary	Further information
What are the key dependencies of the business model?	<p>The key factors that the Company will depend on to meet its objectives are:</p> <ul style="list-style-type: none"> (a) the successful completion of the Acquisition; (b) finalisation of the Platform; (c) the collaboration of existing carriers to create the Yojee network; and (a) the attractiveness of the network to both users and carriers to effectively move goods throughout the network utilising the Platform. 	Section 6.7
D. Key Investment Highlights		
What are the key investment highlights?	<p>The Directors and Proposed Director are of the view that an investment in the Company provides the following non-exclusive list of key highlights:</p> <ul style="list-style-type: none"> (a) the opportunity to participate in the development of the Platform which is aiming to be an innovative method for transporting goods; (b) the Company will gain the experience of the current Yojee board and senior management, all of whom will position the Company to compete in a growing market; (c) the Acquisition represents an attractive investment opportunity for the Company to change its business focus to that of a technology company, in particular one focussed on an existing segmented market; (d) the opportunity to participate in the benefits associated with holding Shares in a listed technology company that will be pursuing significant growth initiatives; and (e) following completion of the Offer, the Company will gain the benefit of the injection of significant funds into the Company which will enable it to undertake preliminary actions in pursuance of its new direction and growth activities. 	
E. Key Risks		
What are the key risks of an investment in	Risks associated with an investment in the Company under this Prospectus are detailed	Section 7

Item	Summary	Further information
the Company?	<p>in Section 7.</p> <p>Key risk factors include:</p> <p>Re-Quotation of Shares on ASX</p> <p>There is a risk that the Company will not be able to meet the requirements of the ASX for re-quotation of its Shares on the ASX. 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.</p> <p>Contractual risk</p> <p>The ability of the Company to fulfil its stated objectives will depend on the performance of the Vendors of their obligations under the Acquisition Agreements. 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.</p> <p>Liquidity Risk</p> <p>On Completion of the Acquisition, the Company proposes to issue the Consideration Securities to the Vendors (or their nominees) and the Executive Securities to the Yojee Executives. 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.</p> <p>Limited trading history</p> <p>Yojee was incorporated on 27 October 2015 and is essentially a start-up with limited trading history. 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.</p> <p>Reliance on key personnel</p> <p>The Platform being developed by Yojee is largely due to the talent, effort, experience and leadership of Edward Clarke, Chief</p>	

Item	Summary	Further information
	<p>Executive Officer, and Andras Kristof, Chief Technology Officer. Although these individuals have entered into services agreements with Yojee (or its subsidiary), 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 Chief Executive Officer and Chief Technology Officer will need to be employed which may adversely affect the business.</p> <p>Technology and Platform development</p> <p>(i) Platform: Should the build of the Platform not be completed as anticipated, or the source codes acquired and being written by Yojee not be 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.</p> <p>(ii) Next phase: After the build of the Platform has been completed, Yojee intends to undertake pilot programs testing the Platform and allowing utilisation of the software by potential customers, logistics companies and by 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.</p> <p>(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. While this is not considered to be a risk at the existing stage of development, it will need to be addressed as the Company grows.</p> <p>(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</p>	

Item	Summary	Further information
	<p>needed to make an impact in the marketplace.</p> <p>Market adoption and sales and marketing</p> <p>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.</p> <p>Competition and new technologies</p> <p>The industries in which Yojee intends to operate are competitive and includes companies with significantly greater financial, technical, human, research and development, and marketing resources than currently available to Yojee. 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.</p> <p>External technology risk</p> <p>The ongoing development of software used by the Platform, which is used in conjunction with open-source software to enable the functionality, is critical to the operation of the Platform. 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</p>	

Item	Summary	Further information
	<p>product.</p> <p>Sufficiency of funding</p> <p>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.</p> <p>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 Offer 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.</p> <p>Protection of intellectual property rights</p> <p>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.</p> <p>Regulatory and legislative change</p> <p>As with any technology product offering, Yojee may be exposed to the regulatory environment of a particular jurisdiction. Any adverse regulation may restrict the ability to operate platforms utilising the technology in a particular jurisdiction.</p> <p>Foreign Exchange Risks</p> <p>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</p>	

Item	Summary	Further information
	<p>impact on financial performance and position.</p> <p>Litigation</p> <p>Yojee is exposed to the risk of actual or threatened litigation or legal disputes in the form of customer claims, intellectual property 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.</p> <p>Failure to deal with growth</p> <p>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.</p>	
F. Directors and Key Management Personnel		
Who are the Directors and Proposed Directors?	<p>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.</p> <p>It is proposed that upon Completion of the Acquisition:</p> <p>(a) Edward Clarke will be appointed to the Board; and</p> <p>(b) Adrian Hill will resign from the Board.</p> <p>It is intended that Mr Hill will remain as the Company Secretary of SWR until the Company identifies another company secretary.</p> <p>The profiles of each of the Directors and the Proposed Director are set out in Section 10.1. Details of the personal interests of each of the above individuals are set out in Section 10.3.</p>	Sections 4.13, 10.1 and 10.3

Item	Summary	Further information
G. Financial Information		
How has SWR being performing?	The reviewed statement of financial position for SWR as at 31 December 2015 is set out in Section 8.	Section 8
What is the financial outlook for SWR?	The reviewed pro-forma statement of financial position for SWR as at 31 December 2015 (which assumes Completion of the Acquisition) is set out in Section 8.	Section 8
Has the Company included forecast financial information in respect of the Yojee Business?	<p>Given the current status of the Company's operations and the significant changes anticipated, the Directors and Proposed Director do not consider it appropriate to forecast future earnings.</p> <p>Any forecast or projection information would contain such a broad range of potential outcomes and possibilities that it is not possible to prepare a reliable best estimate forecast or projection on a reasonable basis.</p>	Section 4.11
H. Offers		
What is the purpose of the Offer?	<p>The purpose of the Offer is to:</p> <ul style="list-style-type: none"> (a) provide funding to develop Yojee's Platform and grow the Yojee Business; (b) fund the ongoing immediate working capital needs of the Company including maintaining the Company's existing assets until divested; and (c) meet the requirements of the ASX and satisfy Chapters 1 and 2 of the ASX Listing Rules in order to obtain ASX's approval for reinstatement of the Company's Shares to quotation. <p>The purpose of the Offer is also to provide sufficient additional working capital to meet the Company's anticipated overheads and administration expenses over twenty four months following reinstatement to Official Quotation. On completion of the minimum raising of \$2,750,000 under the Offer, the Board believes the Company will have sufficient working capital to achieve these objectives.</p> <p>The Company intends to apply funds raised from the Offer, together with existing cash reserves of the Company post-Acquisition, over the first two years following reinstatement</p>	Section 4.5

Item	Summary	Further information
	of the Company to quotation on the Official List of ASX in the manner set out in the table in Section 4.5.	
What is the Cleansing Offer?	The Cleansing Offer is intended to remain open following the closing of the Offer until all Shares under the Acquisition have been issued in order to ensure that all Shares issued under the Acquisition will be capable of being traded on ASX from the date of issue (subject to any escrow restrictions imposed on those Shares).	
Is the Offer underwritten?	The Offer is not underwritten. However commitments have been received for the minimum raising of \$2,750,000.	Section 5.4
Who is the lead manager to the Offer?	The Company has appointed 708 Capital Pty Ltd (708 Capital) and Cicero Advisory Services Pty Ltd (Cicero) as joint lead managers to the Offer (together the Joint Lead Managers). The Joint Lead Managers will receive a fee of 6% of the total amount raised under the Offer, this amount includes any fees paid to other brokers.	Sections 5.5 and 12.3
What is being offered and who is entitled to participate in the Offer?	Under the Offer, the Company will be offering to new investors up to 160,498,518 Shares at an issue price of \$0.02 per Share to raise up to \$3,209,970 before costs.	Section 5
What will SWR's capital structure look like after completion of the Offer and the Acquisition?	Refer to Section 4.6 for a pro forma capital structure following Completion of the Acquisition and completion of the Offers.	Section 4.6
What are the terms of the Shares offered under the Offers?	A summary of the material rights and liabilities attaching to the Shares offered under the Offers is set out in Section 13.2.	Section 13.2

Item	Summary	Further information
Will any Securities be subject to escrow?	<p>Subject to the Company re-complying with Chapters 1 and 2 of the ASX Listing Rules and completing the Offer, certain Securities on issue may be classified by ASX as restricted securities and will be required to be held in escrow for up to 24 months from the date of Official Quotation.</p> <p>During the period in which these Securities are prohibited from being transferred, trading in Shares may be less liquid which may impact on the ability of a Shareholder to dispose of his or her Shares in a timely manner.</p> <p>All or a proportion of the Consideration Securities may be restricted from trading for a period of up to 24 months after the date of re-admission of the Company to the Official List.</p>	Section 4.8
Will the Shares be quoted?	Application for quotation of all Shares to be issued under the Offer will be made to ASX no later than 7 days after the date of this Prospectus.	Section 5.7
What are the key dates of the Offer?	The key dates of the Offer are set out in the indicative timetable on page i of this Prospectus.	Page i
What is the minimum investment size under the Offer?	Applications under the Offer must be for a minimum of \$2,000 worth of Shares (100,000 Shares) and thereafter, in multiples of \$500 worth of Shares (25,000 Shares).	Section 5.6
Are there any conditions to the Offer?	<p>The Offers are conditional on:</p> <ul style="list-style-type: none"> (a) the Acquisition Agreements becoming unconditional; (b) Shareholders approving the Acquisition Resolutions required to implement the Acquisition and the Offer; and (c) the Company receiving conditional approval for re-quotation of the Company's Shares on the ASX on terms reasonably acceptable to the Company. <p>If any of these Conditions are not satisfied, the Acquisition and the Offers will not proceed.</p>	Section 2.8

Item	Summary	Further information
I. Use of proceeds		
How will the proceeds of the Offer be used?	<p>Together with existing cash reserves of the Company, the Offer proceeds will be used to fund:</p> <ul style="list-style-type: none"> (a) expenses of the Offers and Acquisition; (b) design and build of Yojee's Platform; (c) business development, sales and marketing; (d) meet the ongoing administration costs of the Company (including maintenance of existing assets until divestment); and (e) general working capital. 	Section 4.5
J. Additional information		
Is there any brokerage, commission or duty payable by applicants?	No brokerage, commission or duty is payable by Applicants on the acquisition of Shares under the Offers.	
What are the tax implications of investing in Shares?	<p>Holders of Shares may be subject to Australian tax on dividends and possibly capital gains tax on a future disposal of Shares subscribed for under this Prospectus.</p> <p>The tax consequences of any investment in Shares will depend upon an investor's particular circumstances. Applicants should obtain their own tax advice prior to deciding whether to subscribe for Shares offered under this Prospectus.</p>	
Where can I find more information?	<ul style="list-style-type: none"> (a) By speaking to your stockbroker, solicitor, accountant or other independent professional adviser. (b) By reviewing the Company's public announcements, which are accessible from ASX's website at http://www.asx.com.au under the ASX code "SWR". (c) By contacting Adrian Hill, SWR's Company Secretary, on +61 3 9813 3882. (d) By contacting the Share Registry on +61 8 9323 2000. 	

4.1 Background on the Company

The Company is an Australian public company incorporated on 30 April 2010 and admitted to the Official List of the ASX on 2 December 2010 (ASX: SWR).

The Company currently holds a 100% interest in the Ropewalk Project, a gold exploration project, located in Queensland. The Ropewalk Project comprises one granted exploration permit, EPM17643. As a result of the difficulty in raising exploration funds to commit to the Ropewalk Project, exploration of the project was limited to desktop studies during 2015. In early June 2015, the Company applied to the Minister of Natural Resources and Mines in Queensland to request a variation to the expenditure commitments of EPM17643 which, if granted, would see a reduction in the commitments on the Ropewalk Project.

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

The Company announced on 23 December 2015 that it had entered into a conditional exclusive agreement with Yojee Pty Ltd (**Yojee**), pursuant to 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 Major Shareholders and the remaining Yojee shareholders (**Seed Shareholders**) are together referred to as the **Vendors**.

As a condition precedent to the Acquisition Agreement, all Seed Shareholders were to accept a separate offer by the Company to acquire their respective Yojee shares in consideration for receiving Consideration Securities at Completion.

All Seed Shareholders have accepted the Company's offer to acquire their respective Yojee shares and have entered into agreements with the Company. Accordingly, this condition has been satisfied.

Upon successful completion of the Acquisition, the Company will focus on developing, building and commercialising Yojee's Platform (**Business**). A more detailed summary of Yojee and the proposed business of the Company following Completion is set out in Section 6.

The valuation and number of Consideration Securities to be issued in consideration for the acquisition of Yojee was determined through arm's length negotiations. In determining the purchase price for Yojee, the Company took into account the following considerations:

- (a) level of investment the founders have made in the company to date;
- (b) the founders, their backgrounds and previous success in business and entrepreneurship, as well as the ability to attract a high quality and experienced management team that has been put in place;
- (c) the opportunity and markets that the Platform can fit into going forward;
- (d) the level of interest from outside parties to cooperate and utilise their technology in trials ahead of entering potential agreements;
- (e) the focus to grow South-East Asian customer base from head office in Singapore;
- (f) encouraging signs of forming relationships with large organisations reviewing the technology;
- (g) Yojee's future prospects based on the status of its technology portfolio and interest from third parties; and
- (h) representations from the board of directors of Yojee as to the price at which an offer for Yojee would be likely to succeed.

As with the acquisition of any business or asset that does not have a meaningful track record of revenue and profitability, there is not always a robust valuation methodology available when determining the purchase price and the existing Directors were required to take into account qualitative factors such as those set out above in coming to a decision on price.

No formal valuation process in respect of Yojee was undertaken through the engagement of independent advisers.

4.2 Background on Yojee

Yojee was incorporated in 2015 to develop a technology platform, utilising the sharing-economy concept, that seeks to build a solution to redefine the logistics industry that has struggled to keep up with the e-commerce boom.

Since incorporation, Yojee has acquired source code, and continued to develop that source code to create its Platform. Following Completion of the Acquisition, Yojee intends to focus on developing and building the Platform. Upon completion of the Platform build (which is expected to take 6 to 9 months from the date of this Prospectus), Yojee intends to take its Platform to the general market user (sender), key cornerstone corporate customers and key regional carriers within South East Asia. On 12 April 2016, the Company announced that Yojee (via its wholly owned subsidiary, Yojee Pte Ltd) had entered into a memorandum of understanding with Singapore Air Charters Pte Ltd (**MOU**). The MOU will see Singapore Air Charters Pte Ltd become the first business to add capacity to the Yojee network by utilising the Platform to enable delivery services across Australia and South East Asia.

Investors should note that the Yojee business is in the start-up phase and as yet is not commercially proven. There is no guarantee that the Company and Yojee will be successful in commercialising the Platform.

A summary of Yojee and its business model is set out in Section 6.

The Company's main objectives on completion of the Offer and the Acquisition are:

- complete the beta version of the Platform to enable Yojee to commence utilising the Platform;
- build an extensive carrier footprint across the Asia Pacific;
- sign a number of e-commerce senders to utilise the network;
- deploy the ios, Android and desktop software to the marketplace;
- begin the movement of goods throughout the supply chain;
- meeting the ongoing costs of the Company and its subsidiaries; and
- paying the costs of the matters proposed in the Acquisition and Offer.

On completion of the Offer, the Board considers the Company will have sufficient working capital to achieve these objectives. Further information in relation to the proposed use of funds raised under the Offer is set out in Section 4.5.

4.3 Effect of the Acquisition

The effect of the Acquisition is that the nature and scale of the activities of the Company will change as the Company proposes to focus on development of the business of Yojee as outlined in this Prospectus upon completion of the Acquisition. The acquisition of Yojee is an event which requires the Company to re-comply with the requirements of Chapters 1 and 2 of the ASX Listing Rules, including, among other things, seeking Shareholder approval for the acquisition of Yojee and the other Acquisition Resolutions, issuing a prospectus and obtaining a sufficient number of Shareholders with the requisite number of Shares in accordance with those rules.

The effect of the Acquisition is set out in the capital structure table in Section 4.6 below, the financial information in Section 8 and elsewhere in this Prospectus.

4.4 The Offers

Under the Offer, the Company invites applications for up to 160,498,518 Shares at an issue price of \$0.02 per Share to raise up to \$3,209,970 (before costs).

The purpose of the Offer is to position the Company to seek to achieve the objectives set out above in Section 4.2 and to meet the requirements of the ASX and satisfy Chapters 1 and 2 of the ASX Listing Rules. This is sought for the purpose of seeking ASX's approval for reinstatement of the Company's Shares to quotation following.

Under the Cleansing Offer, the Company offers 1,000 Shares at an issue price of \$0.02 per Share to raise \$20.

The Cleansing Offer is included primarily for the purpose of section 708A(11) of the Corporations Act to remove any trading restrictions on the sale of Shares issued by the Company where those issues occur after the Offer has closed.

The key information relating to the Offer and the Cleansing Offer and references to further details are set out below.

4.5 Use of Funds

The Company intends to apply funds raised from the Offer, together with existing cash reserves, as follows following reinstatement of the Company to quotation on the Official List of ASX after completion of the Acquisition, the Offers and re-compliance with Chapters 1 and 2 of the ASX Listing Rules as follows:

Funds available	Minimum Subscription (\$) (\$2,750,000)	% of Funds	Full Subscription (\$) (\$3,209,970)	% of Funds
Funds available				
Existing cash reserves ¹	\$611,821	18.20%	\$611,821	16.01%
Funds raised from the Offer	\$2,750,000	81.80%	\$3,209,970	83.99%
Total	\$3,361,821	100%	\$3,821,791	100%
Allocation of funds				
Business development, sales and marketing	\$995,800	29.62%	\$1,279,800	33.49%
Design and Build of Platform	\$539,000	16.03%	\$639,000	16.72%
Existing assets and corporate overheads	\$37,021	1.10%	\$82,991	2.17%
Working capital ²	\$1,500,000	44.62%	\$1,500,000	39.25%
Expenses of the Offer ³	\$290,000	8.63%	\$320,000	8.37%
Total	\$3,361,821	100%	\$3,821,791	100%

Notes:

1. The cash figure above assumes the Company and Yojee's existing cash position at 14 April 2016.
2. Includes administration costs of running the Company, including the costs of paying salaries to staff, as well as for general corporate costs including rent and the provision of services to the Company.
3. Refer to Section 13.13 of this Prospectus for further details.

The information in the Financial Information Section (Section 8) and the Independent Accountant's Report (Section 9) is based on 31 December 2015 figures. Given the time period that has elapsed since then, the Company's cash at hand in the table above and the Company's pro forma cash position as at 31 December 2015 are different. In addition to matters noted in the pro forma adjustments in the Section 8 approximately a further \$420,000 has been expended by the Company and Yojee on general operating costs incurred and payment of creditors in the ordinary course of business. The majority of these costs incurred relate to salary and wages, expenditure in development of the Platform and the Yojee network, and administration expenses.

In the event the Company raises more than the minimum subscription of \$2,750,000, the additional funds raised will be first applied towards increased expenses of the Offers and then towards business development, sales and marketing, design and the ongoing build of the Platform and corporate overheads.

The above table is a statement of current intentions as of the date of this Prospectus. As with any budget, intervening events and new circumstances

have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way funds are applied on this basis.

4.6 Capital Structure

The capital structure of the Company following completion of the Offers and the issue of the Consideration Securities is summarised below¹:

Shares²	Minimum Subscription (\$) (\$2,750,000)	Full Subscription (\$) (\$3,209,970)
Shares currently on issue	64,501,482	64,501,482
Issue of Consideration Securities	150,000,000	150,000,000
Issue of Shares pursuant to the Offer	137,500,000	160,498,518
Issue of Shares pursuant to the Cleansing Offer	1,000	1,000
TOTAL³	352,002,482	375,001,000

Performance Shares	Minimum Subscription (\$) (\$2,750,000)	Full Subscription (\$) (\$3,209,970)
Performance Shares currently on issue	Nil	Nil
Issue of Consideration Securities ⁴	200,000,000	200,000,000
TOTAL³	200,000,000	200,000,000

Options	Minimum Subscription (\$) (\$2,750,000)	Full Subscription (\$) (\$3,209,970)
Options currently on issue ⁵	3,000,000	3,000,000
Issue of Consideration Securities ⁶	100,000,000	100,000,000
Issue of Executive Securities ⁷	22,000,000	22,000,000
TOTAL³	125,000,000	125,000,000

Notes:

1. Refer to the Financial Information set out in Section 8 of this Prospectus for further details.
2. The rights attaching to the Shares are summarised in Section 13.2 of this Prospectus.
3. Assumes no further securities are issued prior to completion of the Acquisition, other than as set out in the table.
4. 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 Section 13.8.
5. 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.

The terms of the Options are set out in Sections 13.3, 13.4 and 13.5.

6. Unquoted Options 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 Section 13.6.
7. Comprising:
 - (a) 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) 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) 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) 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).

The terms of the Options are set out in Section 13.7.

4.7 Substantial Shareholders

Those Shareholders holding 5% or more of the Shares on issue both as at the date of this Prospectus and as estimated on completion of the Acquisition and the Offers (assuming full subscription) are set out in the respective tables below.

As at the date of the Prospectus

Shareholder	Shares	Options	% (undiluted)	% (fully diluted)
Westoria Resource Investments Ltd ¹	5,604,168	Nil	8.69%	8.30%
Mr Harry Hatch	5,579,800	Nil	8.65%	8.27%
Nicholas Simon Draper (Direct and Indirect Holdings)	4,542,153	Nil	7.04%	6.73%
Mr Grant Povey	3,773,344	Nil	5.85%	5.59%

Notes:

1. Mr Adrian Hill is a Director of Westoria Resource Investments Ltd.

On completion of the Acquisition and the Offers

On completion of the Acquisition and the Offers (assuming full subscription under the Offer, that no Options are exercised and no other Securities are issued other than pursuant to this Prospectus and as contemplated in the capital structure set out in Section 4.6), the following Shareholders are expected to hold 5% or more of the total number of Shares on issue:

Shareholder	Shares	Performance Shares	Options	% (undiluted)	% (fully diluted)
Reef Investments Pty Ltd <T D Nairn Super Fund A/C> ¹	25,500,000	34,000,000 ²	17,000,000	6.80%	10.93%

Notes:

1. Assumes no Shares are acquired under the Offer.
2. Comprising 8,500,000 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 Section 13.8.

4.8 Restricted Securities

Subject to the Company re-complying with Chapters 1 and 2 of the ASX Listing Rules and completing the Offer, certain Securities will be classified by ASX as restricted securities and will be required to be held in escrow for up to 24 months from the date of Official Quotation. During the period in which these Securities are prohibited from being transferred, trading in Shares may be less liquid which may impact on the ability of a Shareholder to dispose of his or her Shares in a timely manner.

The Company will announce to the ASX full details (quantity and duration) of the Securities required to be held in escrow prior to the Shares commencing trading on ASX.

4.9 Top 20 Shareholders

The Company will announce to the ASX details of its top 20 Shareholders following completion of the Offers and prior to the Shares re-commencing trading on ASX.

4.10 Financial Information

Following the change in the nature of its activities, the Company will be focused on developing the Yojee business. Therefore, the Company's past operations and financial historical performance will not be of significant relevance to future activities.

The Directors consider that it is not possible to accurately predict the future revenues or profitability of the Company or Yojee's business or whether any material revenues or profitability will eventuate. Prior to the date of this Prospectus, the Company has been operating its mining exploration business. As stated above, the Directors do not consider that these early results provide sufficient evidence to predict any future material revenues or profitability.

As a result, the Company is not in a position to disclose any key financial ratios or financial information other than the financial statements included in Section 8 of this Prospectus.

The initial funding for the Company's future activities will be generated from the Offer of Shares pursuant to this Prospectus and existing cash reserves. The Company may need to raise further capital in the future to continue to develop the business of Yojee, and such amounts may be raised by further equity raisings,

or the Company may consider other forms of debt or quasi-debt funding if required.

4.11 Financial Forecasts

The Directors and Proposed Director have considered the matters set out in ASIC Regulatory Guide 170 and believe that they do not have a reasonable basis to forecast future earnings on the basis that the operations of the Company and Yojee are inherently uncertain. Any forecast or projection information would contain such a broad range of potential outcomes and possibilities that it is not possible to prepare a reliable best estimate forecast or projection.

4.12 Dividend Policy

The Company anticipates that significant expenditure will be incurred in the evaluation and development of the Company's proposed activities across the logistics, e-commerce and consumer software industries. These activities are expected to dominate the two year period following the date of this Prospectus. Accordingly, the Company does not expect to declare any dividends during that period.

Any future determination as to the payment of dividends by the Company will be at the discretion of the Directors and will depend on the availability of distributable earnings and operating results and financial condition of the Company, future capital requirements and general business and other factors considered relevant by the Directors. No assurance in relation to the payment of dividends or franking credits attaching to dividends can be given by the Company. The Company also makes no forecast as to whether it will make any future earnings.

4.13 Directors, Proposed Director and Key Personnel

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. Rhoderick 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. The Board will seek to identify new candidates with the necessary skills and experience to complement the Board with an intention to invite an experienced Chairperson.

Summaries of the background and experience of each of the proposed Board upon Completion of the Acquisition are set out Section 10.1.

The relevant interests of each of the existing Directors and the Proposed Director in the Securities of the Company are set out in Section 10.3.

4.14 Agreements with Directors, Proposed Director or related parties

The agreements the Company has entered into with Directors and Proposed Director are contained in Section 12.

5. DETAILS OF THE OFFERS

5.1 The Offers

Pursuant to this Prospectus, the Company invites applications for up to 160,498,518 Shares at an issue price of \$0.02 per Share to raise up to \$3,209,970 (before costs).

Pursuant to the Cleansing Offer, the Company offers 1,000 Shares at an issue price of \$0.02 per Share to raise \$20.

The Shares offered under this Prospectus will rank equally with the existing Shares on issue (subject to potential ASX imposed escrow which may apply).

Details of the rights and liabilities attaching to the Shares are set out in Section 13.2.

5.2 Minimum subscription

If the minimum subscription to the Offer of \$2,750,000 has not been raised within four months after the date of this Prospectus (or such period as varied by the ASIC), the Company will not issue any Shares and will repay all application monies for the Shares under the Offers within the time prescribed under the Corporations Act, without interest.

5.3 Oversubscriptions

No oversubscriptions will be accepted by the Company.

5.4 Not underwritten

The Offer is not underwritten.

5.5 Joint Lead Managers

The Company has appointed 708 Capital Pty Ltd (**708 Capital**) and Cicero Advisory Services Pty Ltd (**Cicero**) as joint lead managers to the Offer (together the **Joint Lead Managers**). The Joint Lead Managers will receive a fee of 6% of the total amount raised under the Offer, this amount includes any fees paid to other brokers.

5.6 Applications

Applications for Shares under the Offer must be made using the Application Form.

Applications for Shares under the Cleansing Offer must only be made by investors at the direction of the Company and must be made using the Cleansing Offer Application Form.

Applications for Shares under the Offer must be for a minimum of 100,000 Shares and thereafter in multiples of 25,000 Shares and payment for the Shares must be made in full at the issue price of \$0.02 per Share.

Completed Application Forms and accompanying cheques, made payable to "Southern Crown Resources Limited" and crossed "Not Negotiable", must be mailed or delivered to the address set out on the Application Forms so that they are received by no later than the respective Closing Dates.

The Company reserves the right to close the Offers early.

5.7 ASX listing

Application for Official Quotation by ASX of the Shares offered pursuant to this Prospectus will be made within 7 days after the date of this Prospectus. However, applicants should be aware that ASX will not commence Official Quotation of any Shares until the Company has re-complied with Chapters 1 and 2 of the ASX Listing Rules and has received the approval of ASX to be re-admitted to the Official List. As such, the Shares may not be able to be traded for some time after the close of the Offers.

If the Shares offered pursuant to the Offers are not admitted to Official Quotation by ASX before the expiration of 3 months after the date of issue of this Prospectus, or such period as varied by the ASIC, or if ASX does not approve the Company's readmission to the Official List, the Company will not issue any Shares and will repay all application monies for the Shares within the time prescribed under the Corporations Act, without interest. In those circumstances, the Acquisition will not proceed.

The fact that ASX may grant Official Quotation to the Shares is not to be taken in any way as an indication of the merits of the Company or the Shares now offered for subscription.

5.8 Issue of Shares and allocation policy

General

Subject to the satisfaction of the conditions set out in Section 2.8, the issue of Shares offered by this Prospectus will take place as soon as practicable after the respective Closing Dates.

The Directors, in consultation with the Joint Lead Managers, will determine the recipients of the issued Shares under the Offer in their sole discretion. The Directors reserve the right to reject any application or to allocate any applicant fewer Shares than the number applied for. Where the number of Shares issued is less than the number applied for, or where no issue is made, surplus application monies will be refunded without any interest to the applicant as soon as practicable after the Closing Date.

The Company's decision on the number of Shares to be allocated to an Applicant will be final.

Defects in applications

If an Application Form is not completed correctly or if the accompanying payment is the wrong amount, the Company may, in its discretion, still treat the Application Form to be valid. The Company's decision to treat an application as valid, or how to construe, amend or complete it, will be final.

Interest

Pending the issue of the Shares or payment of refunds pursuant to this Prospectus, all application monies will be held by the Company in trust for the applicants in a separate bank account as required by the Corporations Act. The Company, however, will be entitled to retain all interest that accrues on the bank account and each applicant waives the right to claim interest.

5.9 Applicants outside Australia

This Prospectus does not, and is not intended to, constitute an offer in any place or jurisdiction, or to any person to whom, it would not be lawful to make such an offer or to issue this Prospectus. The distribution of this Prospectus in jurisdictions outside Australia may be restricted by law and persons who come into possession of this Prospectus should seek advice on and observe any of these restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws.

No action has been taken to register or qualify the Shares or otherwise permit a public offering of the Shares the subject of this Prospectus in any jurisdiction outside Australia. Applicants who are resident in countries other than Australia should consult their professional advisers as to whether any governmental or other consents are required or whether any other formalities need to be considered and followed.

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

5.10 Clearing House Electronic Sub-Register System (CHESS) and Issuer Sponsorship

The Company will apply to participate in CHESS, for those investors who have, or wish to have, a sponsoring stockbroker. Investors who do not wish to participate through CHESS will be issuer sponsored by the Company.

Electronic sub-registers mean that the Company will not be issuing certificates to investors. Instead, investors will be provided with statements (similar to a bank account statement) that set out the number of Shares issued to them under this Prospectus. The notice will also advise holders of their Holder Identification Number or Security Holder Reference Number and explain, for future reference, the sale and purchase procedures under CHESS and issuer sponsorship.

Electronic sub-registers also mean ownership of securities can be transferred without having to rely upon paper documentation. Further monthly statements will be provided to holders if there have been any changes in their security holding in the Company during the preceding month.

5.11 Taxation

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

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

5.12 Commissions payable

The Company reserves the right to pay a commission of 6% (exclusive of goods and services tax) of amounts subscribed through any licensed securities dealers or Australian financial services licensee in respect of any valid applications

lodged and accepted by the Company and bearing the stamp of the licensed securities dealer or Australian financial services licensee. Payments will be subject to the receipt of a proper tax invoice from the licensed securities dealer or Australian financial services licensee.

5.13 Withdrawal of Offers

The Offers may be withdrawn at any time. In this event, the Company will return all application monies (without interest) in accordance with applicable laws.

5.14 Enquiries

If you have any queries in relation to the Offers, please contact the Company Secretary on +61 3 9813 3882.

6. COMPANY OVERVIEW

6.1 Business Overview

As detailed in Section 4.1, the Company's primary focus since incorporation has been mineral exploration. Further information can be found at the Company's website www.southerncrown.com.au.

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

As announced on 20 January 2016, the Company has entered into the Acquisition Agreement. A summary of the material terms of the Acquisition Agreement is set out in Section 12.1.

6.2 Business Overview and Future Direction of the Company

Following Completion of the Acquisition, it is the current intention of the Proposed Board to develop the Yojee Business and its Platform.

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.

Upon Completion of the Acquisition, the Company's focus will shift from mineral exploration to the development of Yojee.

6.3 Background and Overview of Yojee

Yojee was incorporated in 2015 to develop a technology platform, utilising the sharing-economy concept, that seeks to build a solution to redefine the logistics industry that has struggled to keep up with the e-commerce boom.

Yojee is in the process of completing the first beta of its logistics Platform. The Platform, which utilises blockchain technology, seeks to create a new logistics network to enable the transportation and delivery of goods, focussing initially on jurisdictions where the existing logistics infrastructure is immature or unable to support the ever growing use of e-commerce (such as online shopping).

Individuals and companies are travelling and freighting across the world and throughout cities more than ever. Yojee proposes to use its Platform to turn this into potential revenue for operators and savings for customers, by coordinating and organising 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 is not aiming to compete directly with traditional logistics providers, but is seeking to provide a comprehensive logistics platform utilising the theories underlying the growing sharing-economy. The success of Yojee is intended to be achieved through efficiency, 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.

6.4 Industry overview

(a) 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;
- Uber in passenger transport; and
- Alibaba as a pooled online marketplace.

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

Yojee’s Platform is premised on the theory that the logistics industry is capable of benefiting from efficiencies created in a sharing-economy by creating a network of potentially otherwise un- or under-utilised assets to manage the transportation of goods where those goods may otherwise not be transported or only transported after significant delay.

(b) 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.

While Australia has a relatively advanced or mature logistics network utilising road, rail and air across the continent and overseas, it is not uncommon for other countries within South East Asia to have fragmented logistics or delivery services, which creates difficulties with delivery of goods purchased by locals using e-commerce sites or online shopping. This is a problem that Yojee is seeking to address.

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.

In addition, the logistics industry today focuses on the availability across one company's fleet of vehicle types, planes or sea capacity in order to complete deliveries. 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.

(c) **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.

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

The Yojee Platform and network therefore is intended to enhance traditional logistics businesses and not to compete or replace those businesses.

6.5 The Platform

Yojee is currently in the development phase. Following Completion, Yojee intends to focus on completing the development and building of its blockchain technology-based Platform. Upon moving the Platform to Beta stage (which is expected to take 6 to 9 months from Completion), Yojee intends to take its Platform to the general market user (sender), key cornerstone corporate customers and key regional carriers.

The Platform, using the principals of the sharing-economy, is intended to provide a holistic approach to capacity availability, sourcing customers, speed of delivery and operational efficiencies. The Platform, together with business process change (as detailed below), will aim to enable users to become more efficient and ultimately provide cost efficiencies in many of their transportation areas. The Platform will be designed to improve the customer experience and accuracy, along with the potential to access revenue streams which are unachievable through the existing reach of traditional logistics businesses due to factors such as lack of geographic coverage or access to capacity.

The **blockchain** is a network of servers that establish multiple recorders of truth and authenticity of all the transactions on the network both currently and since the network's conception. Each transaction within the network is recorded and instantly reported across all other participating servers in the network to establish that both accounts are capable of making the transaction, verifying the transaction and then recording the new account balance of the account holders at each end of the transaction. Because of the ability to record the history of transactions across the blockchain, blockchain technology is promoted for its security and reliability features.

Yojee considers that the use of the blockchain in its Platform will enable the Platform to provide enhanced efficiency, speed, security, delivery, management and tracking of transported goods across the network.

Yojee's technology roadmap plans to deliver an extremely reliable, accountable peer-to-peer platform for all levels of logistics. The Platform is intended to organise, process, route, optimise and track cargo (from parcels to containers) and manage the clearing of payments, both functions will utilise the benefits in security and cost savings of blockchain technology. The system will be built to assure accountability and auditability (utilising blockchain), while providing industry leading payment clearance times and high resolution package tracking all the way to the consumer.

The Platform is intended to provide all users within the logistics industry (including last-mile deliveries, long haul / cargo management and first mile / e-commerce) with the opportunity to participate in the same peer-to-peer platform, and interact and collaborate with each other in the most efficient manner possible, through Yojee branded and white labelled iOS, Android, and desktop applications and via the Yojee API, which will be made available to them.

6.6 Yojee Business Model and Implementation Strategy

As outlined elsewhere in this Prospectus, the Company's intention following the completion of the Acquisition is to complete the development of the Yojee Platform so as to enable Yojee to continue the building of the network that will underpin its business model.

As announced on 12 April 2016, Yojee has now entered into its first memorandum of understanding with Singapore Air Charters Pte Ltd whereby Singapore Air Charters Pte Ltd have agreed in principle to be a part of the network, providing Yojee with the first validation of its proposed network.

In addition to this first memorandum of understanding, Yojee is continuing with discussions with a number of potential users regarding network capabilities and potential delivery opportunities.

As Yojee is currently in the development phase, no decision has been made regarding the method of commercialising the Platform should its development be successful. The business model eventually adopted by the Company following successful development of the Platform may vary depending upon geographic market, market demand and other innovative models.

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", much the same as other sharing-economy platforms such as Uber, Airbnb and Alibaba.

In the initial stages, following market ready status of the Platform, Yojee expects to begin a first stage pilot programme which will involve it operating and managing the Platform as a service provider undertaking commercial work for the purpose of demonstrating the Platform's capabilities and to establish its viability and potential to generate revenue. This will also allow Yojee to gauge interest in different revenue models in order to determine the best commercialisation strategy.

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.

By sharing or collaborating with carriers in a region or across regions, the Platform has the potential to increase capacity and effectiveness of the sender through to the carriers. These carriers are expected to be across the full range of types and models, from freight forwarders, traditional international, interstate, intra-country and local delivery firms. Potential capacity may also be available in private fleet operators. The Company will not be a competitor to the logistics industry and it does not foresee owning its own delivery capacity.

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.

6.7 Key Dependencies of the Company's Business Model

The key factors that the Company will depend on to meet its objectives are:

- the successful completion of the Acquisition;
- finalisation of the Platform;
- the collaboration of existing carriers to create the network;
- the attractiveness of the network to both users and carriers to effectively move goods throughout the network utilising the Platform.

6.8 Growth Strategy

For growth, the Company intends to increase Shareholder value as per the vision outlined above, by adopting the following strategies:

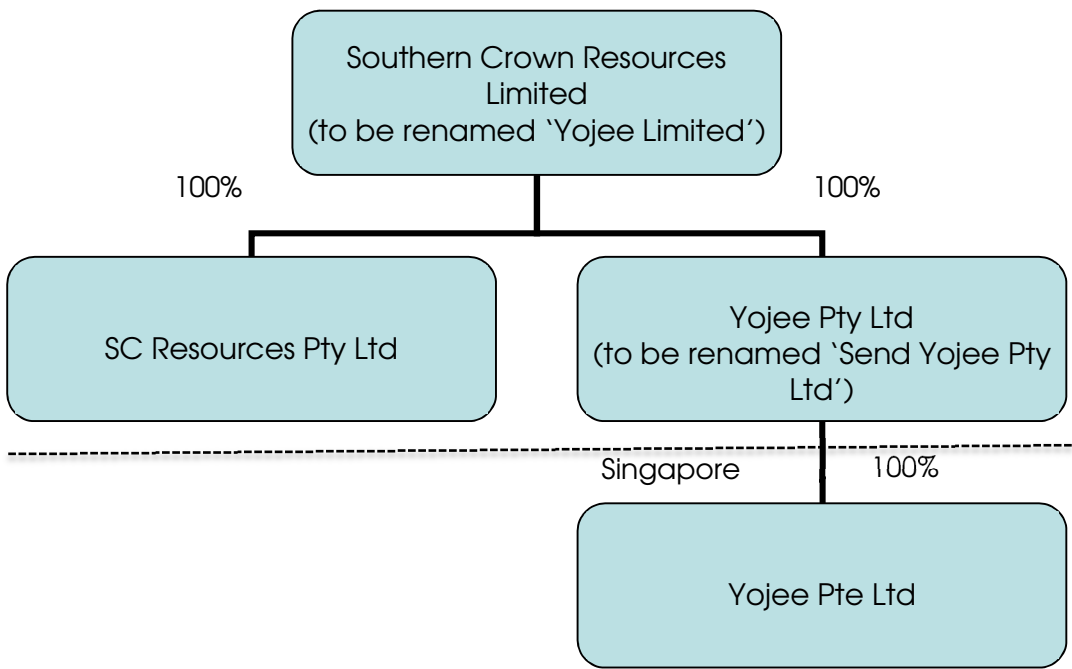
- the registration of carriers with vehicle assets across the Asia Pacific Region along the lines of the initial memorandum of understanding entered into with Singapore Air Charters Pte Ltd;
- allocating cash and non-cash resources to rapidly complete development of the Platform and establish an effective network of Platform users;
- continually monitoring the logistics industry and looking for opportunities to develop or acquire new innovative products to address opening market needs;
- continually evaluating its personnel and looking for the best in the field;
- adopting appropriate portfolio and risk management policies to achieve operating efficiencies and maximise returns for investors;
- if appropriate, ensuring the application of appropriate debt levels with a view to providing acceptable risk-adjusted returns; and
- prudently and actively managing its administrative expenditure.

6.9 Funding

The funding for the Company for the 24 months following re-admission to the Official List of ASX is currently intended to be met by the offer of Shares pursuant to the Offer under this Prospectus and by the Company’s existing cash reserves (see Section 4.5 for further details). As and when further funds are required, either for existing or future developments, the Company will consider both raising additional capital from the issue of securities and/or from debt funding.

6.10 Corporate Structure

Following Completion of the Acquisition, the corporate and ownership structure of the Company will be as set as follows:



7. RISK FACTORS

7.1 Introduction

The business, assets and operations of the Company, including after completion of the Acquisition, are subject to certain risk factors that have the potential to influence the operating and financial performance of the Company in the future. These risks can impact on the value of an investment in the securities of the Company. The Company's Securities comprise a speculative investment, particularly as it is proposed for the Company's business after the Acquisition to comprise participation in the e-commerce, logistics and consumer software industries .

The Board aims to manage these risks by carefully planning its activities and implementing risk control measures. Some of the risks are, however, highly unpredictable and the extent to which they can effectively manage them is limited.

Set out below are specific risks that the Company is exposed to.

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 Agreements and other agreements, including, but not limited to, those summarised in this Prospectus.

The summary of risks described below is not intended to be exhaustive and this Prospectus does not take into account the personal circumstances, financial position or investment requirements of any particular person. There may be additional risks and uncertainties that the Company is unaware of or that the Company currently considers to be immaterial, which may affect the Company, Yojee and their related entities and consequently Applicants. Based on the information available, a non-exhaustive list of risk factors for the Company associated with the Company's proposal to acquire Yojee are as follows.

7.2 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. This Prospectus has been issued to assist the Company to re-comply with these requirements. The Shares will be suspended from the date of the General Meeting. It is anticipated that the Shares will remain suspended until completion of the Acquisition and the Offer, 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 Offer 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 Offer 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 Agreements, 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 12.1).

The ability of the Company to fulfil its stated objectives will depend on the performance of the Vendors of their obligations under the Acquisition Agreements. 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.

7.3 Risks relating to Yojee's current operations

There are a number of specific risks involved for the Company, and consequently its Security holders, in the acquisition of Yojee including risks specific to the businesses and assets of Yojee which include the following non-exhaustive list:

(a) **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 Platform. 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.

(b) **Reliance on key personnel**

The Platform being developed by Yojee is largely due to the talent, effort, experience and leadership of Edward Clarke, Chief Executive Officer, and Andras Kristof, Chief Technology Officer. Although these individuals have entered into services agreements with Yojee (or its subsidiary), 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 Chief Executive Officer and Chief Technology 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.

(c) **Technology and Platform development**

(i) **Platform:** The Acquisition of Yojee is related to the successful build of the Platform, which is in the final stages of design. Should the build of the Platform not be completed as anticipated, or the source codes acquired and being written by Yojee 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 undertake pilot programs testing the Platform and allowing utilisation of the software by customers, logistics companies and by 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, carriers and users; 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. While this is not considered to be a risk at the existing stage of development, it will need to be addressed as the Company grows.

(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.

(d) **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.

(e) **No immediate expectation of revenue**

The Yojee business model does not anticipate immediate generation of revenue once the Platform is released, as the Company focusses on ensuring the adoption and use of the Platform in order to make it viable. The risk therefore is that the Company will be required therefore to fund its operational expenses from its capital resources or otherwise raise additional funds to meet its expenses while the Platform is in a pre-revenue phase.

(f) **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.

(g) **External technology risk**

The ongoing development of software used by the Platform, which is used in conjunction with off-the-shelf software to enable the functionality of its product offerings, is critical to the operation of the Platform. Such software may be subject to external factors, such as depreciation 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.

(h) **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 Offer 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 Offer 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.

(i) **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.

(j) **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.

(k) **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.

(l) **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 Australian dollars for reporting purposes will be affected by currency fluctuations, which may adversely impact on financial performance and position.

(m) **Litigation**

Yojee is exposed to the risk of actual or threatened litigation or legal disputes in the form of customer claims, intellectual property 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.

(n) **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.

7.4 General risks relating to the Company

(a) **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.

(b) **Future capital requirements**

Further funding may be required by the Company to support its ongoing activities and operations, including the need to develop new products, improve existing products, enhance its operating infrastructure and to acquire complementary businesses and technologies. Accordingly, the Company may need to engage in equity or debt financings to secure

additional funds. There can be no assurance that such funding will be available on satisfactory terms (or at all) at the relevant time. Any inability to obtain additional funding (or inability to obtain funding on reasonable terms) will adversely affect the financial condition and financial performance of the Company.

(c) **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.

(d) **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.

(e) **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.

(f) **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.

7.5 Investment speculative

The above list of risk factors ought not to be taken as exhaustive of the risks faced by the Company 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 the value of the Shares offered under this Prospectus.

Therefore, the Shares to be issued pursuant to this Prospectus carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those Shares.

Potential investors should consider that the investment in the Company is highly speculative and should consult their professional advisers before deciding whether to apply for Shares pursuant to this Prospectus.

8. FINANCIAL INFORMATION ON THE SOUTHERN CROWN GROUP AND YOJEE

8.1 Introduction

The financial information set out in this Section 8 summarises the selected financial data derived from the respective audited and/or reviewed financial statements of both Southern Crown Resources Limited and its subsidiaries (**Southern Crown** or the **Group**) and Yojee Pty Ltd (**Yojee**), in addition to a reviewed pro forma statement of financial position as at 31 December 2015.

8.2 Basis of preparation and presentation of financial information

The financial information has been prepared in accordance with the recognition and measurement principles of Australian Accounting Standards adopted by the Australian Accounting Standards Board and the Corporations Act. The financial information is presented in an abbreviated form insofar as it does not include all of the disclosures, statements or comparative information as required by Australian Accounting Standards as applicable to annual financial reports. The key accounting policies of Southern Crown and Yojee relevant to the financial information are set out in Section 8.6.

The financial information has been reviewed and reported on by Grant Thornton Corporate Finance Pty Ltd as set out in the Independent Accountant's Report in Section 9. Investors should note the scope and limitations of the Independent Accountant's Report.

Southern Crown

The Historical Financial Information of Southern Crown has been extracted from the audited financial statements for FY2013, FY2014 and FY2015 which were audited by Grant Thornton Audit Pty Ltd who issued unqualified audit opinions in respect of these periods as well as the reviewed financial statements for the half-year ended 31 December 2015.

Yojee

The Historical Financial Information of Yojee has been extracted from the audited financial statements for the period from incorporation to 31 December 2015 which was audited by RMS Australia Partners Pty Ltd who issued an unqualified audit opinion in respect of the period.

Pro forma Consolidated

As noted in Section 12.1, Southern Crown has entered into a Share Sale Agreement to acquire all of the issued shares in Yojee. The acquisition of Yojee is not deemed to be a business combination, as Southern Crown is not considered to be a business under AASB 3 Business Combinations.

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

8.3 The Southern Crown Group

This Section contains a summary of the audited historical statement of profit and loss, and statement of financial position of the Group for the three years ended 30 June 2015 as well as the reviewed historical statement of profit and loss and statement of financial position of the Group for the half-year ended 31 December 2015 that the Directors consider relevant to investors. The financial information presented is an abbreviated form and does not contain all of the disclosures that are usually contained in statutory accounts prepared in accordance with the Corporations Act.

Southern Crown Consolidated Financial Information	30 June 2013 \$	30 June 2014 \$	30 June 2015 \$	31 December 2015 \$
Interest revenue	105,082	60,671	43,701	10,449
Operating expenses	(561,304)	(350,422)	(1,727,088)	(734,818)
EBIT	(456,222)	(289,751)	(1,683,387)	(724,369)
Income tax expense	-	-	-	-
Loss after tax from continuing operations	(456,222)	(289,751)	(1,683,387)	(724,369)
Total assets	2,602,745	2,319,062	1,944,564	1,143,472
Total liabilities	49,491	55,559	187,958	31,741
Net assets	2,553,254	2,263,503	1,756,606	1,111,731

The Consolidated Historical Statement of Profit and Loss have been extracted from the audited financial statements of Southern Crown for the financial years ended FY2013, FY2014 and FY2015 and reviewed financial statements for the half-year ended 31 December 2015.

The audited financial statements (inclusive of significant accounting policies) of the Group for the three years ended 30 June 2015 and reviewed financial statements for the half-year ended 31 December 2015 are available on the Company's website at www.southerncrown.com.au.

Notes

Expenses

The periods ended 30 June 2015 and 31 December 2015 have increased costs which are associated with non-recurring costs incurred in assessing merger and acquisition opportunities.

8.3.1 Southern Crown Historical Financial Performance

	30 June 2013 \$	30 June 2014 \$	30 June 2015 \$	31 December 2015 \$
Interest revenue	105,082	60,671	43,701	10,449
Administration expenses	(43,346)	(29,007)	(33,540)	(7,924)
Business development	-	(5,514)	(199,306)	(139,010)
Professional fees	(227,412)	(187,060)	(215,917)	(80,957)
Director fees	(110,456)	(128,841)	(123,907)	(85,022)
Share based payments expense	-	-	(5,633)	-
Impairment of loan receivable	-	-	-	(421,905)

	30 June 2013 \$	30 June 2014 \$	30 June 2015 \$	31 December 2015 \$
Exploration expenditure written off	(180,090)	-	(1,148,785)	-
Loss before income tax expense	(456,222)	(289,751)	(1,683,387)	(724,369)
Income tax expense	-	-	-	-
Loss attributable to members of the parent entity	(456,222)	(289,751)	(1,683,387)	(724,369)
Other comprehensive income	-	-	-	-
Total comprehensive loss	(456,222)	(289,751)	(1,683,387)	(724,369)

This consolidated statement of profit or loss and other comprehensive income shows the historical financial performance of the Group and is to be read in conjunction with the notes to and forming part of the historical financial information set out in the notes below and the prior year financial information set out below. Past performance is not a guide to future performance.

8.3.2 Southern Crown Historical Cash Flows

	30 June 2013 \$	30 June 2014 \$	30 June 2015 \$	31 December 2015 \$
Cash Flows From Operating Activities				
Interest received	110,348	74,566	48,201	10,419
Payments to suppliers and employees	(365,588)	(340,522)	(445,572)	(474,182)
Net cash used in operating activities	(255,240)	(265,956)	(397,371)	(463,763)
Cash Flows From Investing Activities				
Purchase of tenements, acquisitions and exploration costs	(61,197)	(290,601)	(722,047)	(31,677)
Loans to other entities	-	-	(370,373)	(51,282)
Proceeds from security deposit	-	2,500	-	10,000
Net cash used in investing activities	(61,197)	(288,101)	(1,092,420)	(72,959)
Cash Flows From Financing Activities				
Proceeds from issue of equity securities	-	-	1,215,507	79,494
Payment for equity issue costs	-	-	(44,650)	-
Net cash flows from financing activities	-	-	1,170,857	79,494
Net change in cash and cash equivalents	(316,437)	(554,057)	(318,934)	(457,228)
Cash and cash equivalents at beginning of period	2,417,105	2,100,668	1,546,611	1,227,677
Cash and cash equivalents at the end of period	2,100,668	1,546,611	1,227,677	770,449

This consolidated statement of cash flows shows the historical cash flows of the Group and is to be read in conjunction with the notes to and forming part of the historical financial information set out in the notes below and the prior year financial information set out below. Past performance is not a guide to future performance.

8.3.3 Southern Crown Historical Financial Position

	30 June 2013	30 June 2014	30 June 2015	31 December 2015
	\$	\$	\$	\$
Current Assets				
Cash and cash equivalents	2,100,668	1,546,611	1,227,677	770,449
Trade and other receivables	6,997	4,788	8,921	513
Other current assets	25,291	11,313	6,900	20,386
Loans receivable	-	-	370,373	-
Total Current Assets	2,132,956	1,562,712	1,613,871	791,348
Non-Current Assets				
Other non-current assets	12,500	10,000	10,000	-
Tenement acquisition and exploration costs	457,289	746,350	320,693	352,124
Total Non-Current Assets	469,789	756,350	330,693	352,124
Total Assets	2,602,745	2,319,062	1,944,564	1,143,472
Current Liabilities				
Trade and other payables	49,491	55,559	187,958	31,741
Total Current Liabilities	49,491	55,559	187,958	31,741
Net Assets	2,553,254	2,263,503	1,756,606	1,111,731
Equity				
Share capital	5,394,717	5,394,717	6,565,574	6,645,068
Option Reserves	292,080	195,117	200,750	200,459
Accumulated losses	(3,133,543)	(3,326,331)	(5,009,718)	(5,733,796)
Total Equity	2,553,254	2,263,503	1,756,606	1,111,731

This consolidated statement of financial position shows the historical financial position of the Group and is to be read in conjunction with the notes to and forming part of the historical financial information set out in the notes below and the prior year financial information set out below. Past performance is not a guide to future performance.

8.4 Yojee

This section contains a summary of the audited historical statement of profit and loss, and statement of financial position of Yojee for the period from incorporation being 27 October 2015 to 31 December 2015. The financial information presented is an abbreviated form and does not contain all of the disclosures that are usually contained in statutory accounts prepared in accordance with the Corporations Act.

Yojee Consolidated Financial Information	31 December 2015 \$
Income	50,057
Operating expenses	(4,185)
EBIT	45,872
Income tax expense	(13,762)

Profit after tax from continuing operations	32,110
Total assets	277,810
Total liabilities	15,699
Net assets	262,111

The Consolidated Historical Statement of Profit and Loss have been extracted from the audited financial statements of Yojee for the period 27 October 2015 to 31 December 2015.

8.4.1 Yojee Historical Financial Performance

	31 December 2015 \$
Other income	50,057
Other expenses	(4,185)
Profit before income tax expense	45,872
Income tax expense	(13,762)
Profit attributable to members of the parent entity	32,110
Other comprehensive income	-
Total comprehensive income	32,110

8.4.2 Yojee Historical Cash Flows

	31 December 2015 \$
Cash Flows From Operating Activities	
Interest received	57
Receipts from other	50,000
Payments to suppliers	(2,248)
Net cash from operating activities	47,809
Cash Flows From Investing Activities	
Payment for intangible assets	(13,816)
Net cash used in investing activities	(13,816)
Cash Flows From Financing Activities	
Proceeds from issue of equity securities	230,001
Net cash flows from financing activities	230,001
Net change in cash and cash equivalents	263,994
Cash and cash equivalents at beginning of period	-
Cash and cash equivalents at the end of period	263,994

8.4.3 Yojee Historical Financial Position

	31 December 2015 \$
Current Assets	
Cash and cash equivalents	263,994
Total Current Assets	263,994
Non-Current Assets	
Intangibles	13,816
Total Non-Current Assets	13,816
Total Assets	277,810
Current Liabilities	
Trade and other payables	1,937
Provision for income tax	13,762
Total Current Liabilities	15,699
Net Assets	262,111
Equity	
Share capital	230,001
Accumulated gains	32,110
Total Equity	262,111

8.5 Historical and Pro Forma Consolidated Financial Statements as at 31 December 2015

The table below sets out the historical statement of financial position as at 31 December 2015 for the Group, together with subsequent events (if any) and pro-forma adjustments that have been made to the Historical Consolidated Statement of Financial Position.

The pro-forma statement of financial position has been prepared based on the reviewed financial statements as at 31 December 2015 for Southern Crown and audited financial statements for Yojee, and events relating to the Acquisition and the issue of Shares under this Prospectus outlined in Section 8.5.1.

The stated basis of preparation is the recognition and measurement principles contained in Australian Accounting Standards applied to the historical financial information and the events or transactions to which the pro forma adjustments relate, as if those events or transactions had occurred as at the date of the historical financial information. Due to its nature, the pro forma historical financial information does not represent the company's actual or prospective financial position.

Historical and Pro Forma Consolidated Financial Statements as at 31 December 2015

The following is based on a minimum subscription of 137,500,000 Shares at an offer price of \$0.02 each to raise \$2,750,000 before costs (**Minimum Subscription**).

	Note	SWR Reviewed as at 31 Dec 15 \$	Yojee Audited as at 31 Dec 15 \$	Pro forma adjustments Total \$	Pro forma after offer Total \$
Current Assets					
Cash and cash equivalents	8.5.2	770,449	263,994	2,460,020	3,494,463
Trade and other receivables		1,628	-	-	1,628
Other current assets		19,271	-	-	19,271
Total Current Assets		791,348	263,994	2,460,020	3,515,362
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	2,460,020	3,881,302
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
Net Assets		1,111,731	262,111	2,460,020	3,833,862
Equity					
Share capital	8.5.3	6,645,068	230,001	(1,629,699)	5,245,370
Option Reserves	8.5.4	200,459	-	(200,459)	-
Accumulated losses	8.5.5	(5,733,796)	32,110	4,290,178	(1,411,508)
Total Equity		1,111,731	262,111	2,460,020	3,833,862

The following is based on a maximum subscription of 160,498,518 Shares at an offer price of \$0.02 each to raise \$3,209,970 before costs (**Full Subscription**).

	Note	SWR Reviewed as at 31 Dec 15 \$	Yojee Audited as at 31 Dec 15 \$	Pro forma adjustments Total \$	Pro forma after offer Total \$
Current Assets					
Cash and cash equivalents	8.5.2	770,449	263,994	2,889,990	3,924,433
Trade and other receivables		1,628	-	-	1,628
Other current assets		19,271	-	-	19,271
Total Current Assets		791,348	263,994	2,889,990	3,945,332
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	2,889,990	4,311,272
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
Net Assets		1,111,731	262,111	2,889,990	4,263,832
Equity					
Share capital	8.5.3	6,645,068	230,001	(1,197,327)	5,677,742
Option Reserves	8.5.4	200,459	-	(200,459)	-
Accumulated losses	8.5.5	(5,733,796)	32,110	4,287,776	(1,413,910)
Total Equity		1,111,731	262,111	2,889,990	4,263,832

The pro-forma consolidated statement of financial position after the Offer is as per the consolidated statement of financial position before the Offer adjusted for the transactions relating to the issue of shares pursuant to this Prospectus. No significant subsequent events have occurred and thus no subsequent event adjustments have been made.

8.5.1 Pro forma Transactions

The pro-forma statement of financial position has been prepared based on the following transactions and events relating to the Acquisition and the issue of Shares under this Prospectus:

1. the issue of 150,000,000 Consideration Shares to the Vendors in consideration for the Acquisition of all of the issued capital of Yojee;
2. the issue 160,498,518 Shares at an offer price of \$0.02 each to raise \$3,209,970 before costs (**Full Subscription**) or 137,500,000 Shares at an offer price of \$0.02 each to raise \$2,750,000 before costs (**Minimum Subscription**), pursuant to the Offer; and
3. Cash expenses associated with the Full Subscription Offer are estimated at \$320,000 (exclusive of GST). Of this, \$202,598 has been allocated against contributed equity and \$117,402 against accumulated losses. Cash expenses associated with the Minimum Subscription are estimated at \$290,000 (exclusive of GST). Of this, \$175,000 has been allocated against contributed equity and \$115,000 against accumulated losses.
4. Adjustment to account for the acquisition of Yojee by the legal owner Southern Crown. Yojee is deemed to be the accounting parent. Refer to the Acquisition Accounting section in Section 8.5.6 for details.
5. The issue of 1,000 Shares at an issue price of \$0.02 per Share to raise \$20, pursuant to the Cleansing Offer.

Subsequent Events

Subsequent to 31 December 2015, on 20 January 2016, Southern Crown made a non-refundable payment of \$250,000 to Yojee to exercise the Yojee Option to acquire 100% of the shares in the capital of Yojee. This has no impact on the pro forma Consolidated Financial Statements as at 31 December 2015 given the cash funds were transferred from Southern Crown to Yojee.

Director Options

Refer to Section 4.6 for details of Director Options. There is no impact on the pro-forma statement of financial position from the Director Options as their corresponding vesting periods have not commenced as at the pro-forma date.

Performance Shares

Refer to Section 4.6 for details of Performance Shares. There is no impact on the pro-forma statement of financial position from the Performance Shares as their corresponding vesting periods have not commenced as at the pro-forma date.

8.5.2 Cash and Cash Equivalents

	Note	Minimum Subscription \$	Full Subscription \$
Cash and cash equivalents of Southern Crown as at 31 December 2015		770,449	770,449
Cash and cash equivalents of Yojee as at 31 December 2015		263,994	263,994
Pro forma Adjustments			
Proceeds from shares issued under the Public Offer	8.5.1.2	2,750,000	3,209,970
Proceeds from shares issued under the Cleansing Offer	8.5.1.5	20	20
Capital raising costs	8.5.1.3	(290,000)	(320,000)
Pro forma balance		3,494,463	3,924,433

8.5.3 Share Capital

	Note	Minimum Subscription Number of Shares	\$
Fully paid ordinary share capital of Southern Crown as at 31 December 2015		64,501,482	6,645,068
Share capital of Yojee as at 31 December 2015		-	230,001
Pro forma Adjustments			
Elimination of Southern Crown's issued capital upon acquisition	8.5.1.4	-	(6,645,068)
Provision accounting for the acquisition	8.5.1.1	150,000,000	2,440,349
Proceeds from shares issued under the Public Offer	8.5.1.2	137,500,000	2,750,000
Proceeds from shares issued under the Cleansing Offer	8.5.1.5	1,000	20
Capital raising costs	8.5.1.3	-	(175,000)
Pro forma balance		352,002,482	5,245,370

	Note	Full Subscription Number of Shares	\$
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Fully paid ordinary share capital of Southern Crown as at 31 December 2015		64,501,482	6,645,068
Share capital of Yojee as at 31 December 2015		-	230,001
Pro forma Adjustments			
Elimination of Southern Crown's issued capital upon acquisition	8.5.1.4	-	(6,645,068)
Provision accounting for the acquisition	8.5.1.1	150,000,000	2,440,349
Proceeds from shares issued under the Public Offer	8.5.1.2	160,498,518	3,209,970
Proceeds from shares issued under the Cleansing Offer	8.5.1.5	1,000	20
Capital raising costs	8.5.1.3	-	(202,598)
Pro forma balance		375,001,000	5,677,742

8.5.4 Option Reserves

	Note	Minimum Subscription \$	Full Subscription \$
Reserves as at 31 December 2015		200,459	200,459
Pro forma Adjustments			
Elimination of Southern Crown reserves upon acquisition	8.5.1.4	(200,459)	(200,459)
Pro forma balance		-	-

8.5.5 Accumulated Losses

	Note	Minimum Subscription \$	Full Subscription \$
Accumulated losses of Southern Crown as at 31 December 2015		(5,733,796)	(5,733,796)
Accumulated losses of Yojee as at 31 December 2015		32,110	32,110
Pro forma Adjustments			
Elimination of Southern Crown accumulated losses upon acquisition	8.5.1.4	5,733,796	5,733,796
Amount recognised as ASX listing expense upon acquisition	8.5.1.4	(1,328,618)	(1,328,618)
Expenses of the offer relating to listing expenses not capitalised	8.6(a)	(115,000)	(117,402)
Pro forma balance		(1,411,508)	(1,413,910)

8.5.6 Acquisition Accounting

A summary of the details with respect to the Acquisition as included in the Independent Accountant's Report is set out below. These details have been determined for the purpose of the pro forma adjustments as at 31 December 2015, and will require re-determination based on the identifiable assets and liabilities as at the successful acquisition date, which may result in changes to the value as disclosed below.

Under the Acquisition, Southern Crown acquires all the shares in Yojee by issuing 150,000,000 ordinary Shares, 50,000,000 of each of Class A Performance Shares, Class B Performance Shares, Class C Performance Shares and Class D Performance Shares and 100,000,000 Unlisted Consideration Options in Southern Crown to Yojee shareholders. The terms of the Performance Shares are set out in Section 13.8. The acquisition of Yojee by Southern Crown is not deemed to be a business combination, as Southern Crown is not considered to be a business under AASB 3 Business Combinations.

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

In this instance, the value of the Yojee shares provided has been determined in reference to the Southern Crown VWAP. We have deemed this to be \$2,440,349.

The pre-acquisition equity balances of Southern Crown are eliminated against this increase in Share capital upon consolidation and the balance is deemed to be the amount paid for the ASX listing status of Southern Crown, being \$1,328,618.

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

	\$
Net assets acquired:	
Cash and cash equivalents	770,449
Trade and other receivables	1,628
Other current assets	19,271
Tenement acquisition and exploration costs	352,124
Trade and other payables	(31,741)
Net asset acquired	1,111,731
Fair value of Southern Crown consideration shares	2,440,349
Amount recognised as ASX listing expense upon acquisition	1,328,618

8.5.7 Related Party Disclosures

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

8.5.8 Commitments and Contingencies

In order to maintain current rights of tenure to exploration tenements, the Group is required to outlay rentals to meet minimum expenditure requirements of the relevant mineral resources authority. Minimum expenditure commitments may be subject to renegotiation and with approval may otherwise be avoided by sale, farm out or relinquishment.

These obligations are not recorded in the financial statements.

The Group has made applications to the Queensland mineral authorities that if granted, would reduce the current commitments on the Ropewalk tenement from \$2.75m over the following 2 years to \$400,000 over the same period. The Group does not have any contraventions recorded on the tenement register and the tenement is considered to be in “good standing” with previous commitments being largely met. As at the date of this report there has been no correspondence to suggest that the variation request will not be approved.

Further details are included in the historical audited financial statements for FY2015 as well as the reviewed financial statements for the half-year ended 31 December 2015.

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

8.6 Accounting Policies

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

Basis of preparation of historical financial information:

The historical financial information has been prepared in accordance with the recognition and measurement requirements of Australian Accounting Standards, and other authoritative pronouncements of the Australian Accounting Standards Board.

The financial information has been prepared on an accruals basis and is based on historical costs modified by the revaluation of selected non-current assets, financial assets and financial liabilities for which the fair value basis of accounting has been applied.

Going concern

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

The ability of the Company to continue as a going concern is dependent on the success of the fundraising under the Prospectus. The Directors believe that the Company will continue as a going concern. As a result, the financial information has been prepared on a going concern basis.

Reporting basis and conventions

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

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

(a) Principles of consolidation

The historical information incorporates the assets, liabilities and results of entities controlled by Southern Crown (“Parent”) at the end of the

reporting period. The parent controls a subsidiary if it is exposed, or has rights, to variable returns from its involvement with the subsidiary and has the ability to affect those returns through its power over the subsidiary.

Where controlled entities have entered or left the group during the year, the financial performance of those entities are included only for the period of the year that they were controlled.

In preparing the consolidated historical financial information, all inter-group balances and transactions between entities in the consolidated group have been eliminated on consolidation. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with those adopted by the parent entity.

(b) Business combinations

The Group applies the acquisition method in accounting for business combinations. The consideration transferred by the Group to obtain control of a subsidiary is calculated as the sum of the acquisition-date fair values of assets transferred, liabilities incurred and the equity interests issued by the Group, which includes the fair value of any asset or liability arising from a contingent consideration arrangement. Acquisition costs are expensed as incurred.

The Group recognises identifiable assets acquired and liabilities assumed in a business combination regardless of whether they have been previously recognised in the acquiree's financial statements prior to the acquisition. Assets acquired and liabilities assumed are generally measured at their acquisition-date fair values.

Goodwill is stated after separate recognition of identifiable intangible assets. It is calculated as the excess of the sum of (a) fair value of consideration transferred, (b) the recognised amount of any non-controlling interest in the acquire, and (c) acquisition-date fair value of any existing equity interest in the acquiree, over the acquisition-date fair values of identifiable net assets. If the fair values of identifiable net assets exceed the sum calculated above, the excess amount (i.e. gain on a bargain purchase) is recognised in profit or loss immediately.

(c) Revenue

Interest income and expenses are reported on an accrual basis using the effective interest method.

(d) Income Tax

The tax expense recognised in the statement of profit or loss and other comprehensive income comprises of current income tax expense plus deferred tax expense.

Current tax is the amount of income taxes payable/(recoverable) in respect of the taxable profit/(loss) for the year and is measured at the amount expected to be paid to/(recovered from) the taxation authorities, using the tax rates and laws that have been enacted or substantively enacted by the end of the reporting period. Current tax liabilities/(assets) are measured at the amounts expected to be paid to/(recovered from) the relevant taxation authority.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the period when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting year.

Deferred tax assets are recognised for all deductible temporary differences and unused tax losses to the extent that it is probable that taxable profit will be available against which the deductible temporary differences and losses can be utilised.

Current and deferred tax is recognised as income or an expense and included in profit or loss for the period except where the tax arises from a transaction which is recognised in other comprehensive income or equity, in which case the tax is recognised in other comprehensive income or equity respectively.

(e) **Exploration expenditure**

Exploration and evaluation expenditures in relation to each separate area of interest are recognised as an exploration and evaluation asset in the year in which they are incurred where the following conditions are satisfied:

- a. the rights to tenure of the area of interest are current; and
- b. at least one of the following conditions is also met:
 - i. the exploration and evaluation expenditures are expected to be recouped through successful development and exploration of the area of interest or by its sale; or
 - ii. Exploration and evaluation activities in the area of interest have not at the reporting date reached a stage which permits a reasonable assessment of the existence or otherwise of economically recoverable reserves, and active and significant operations in, or in relation to, the area of interest is continuing.

Exploration and evaluation assets are initially measured at cost and include acquisition of rights to explore, studies, exploratory drilling, trenching and sampling and associated activities and an allocation of depreciation and amortisation of assets used in exploration and evaluation activities. General and administrative costs are only included in the measurement of exploration and evaluation costs where they are related directly to operational activities in a particular area of interest. Exploration and evaluation assets are assessed for impairment when facts and circumstances suggest that the carrying amount of an exploration and evaluation asset may exceed its recoverable amount. The recoverable amount of the exploration and evaluation asset (or cash-generating unit(s) to which it has been allocated, being no larger than the relevant area of interest) is estimated to determine the extent of the impairment loss (if any). Where an impairment loss subsequently reverses, the carrying amount of the asset is increased to the revised estimate of its recoverable amount, but only to the extent that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset in previous years.

Where a decision is made to proceed with development in respect of a particular area of interest, the relevant exploration and evaluation asset is tested for impairment and the balance is then reclassified to development.

(f) Impairment of non-financial assets

At each reporting date or more frequently if events or changes in circumstances indicate a possible impairment, the Group reviews the carrying amounts of its tangible and intangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). Where the asset does not generate cash flows that are largely independent from other assets, the Group estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Recoverable amount is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset (cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognised in profit or loss immediately, unless the relevant asset is carried at fair value, in which case the impairment loss is treated as a revaluation decrease.

Where an impairment loss subsequently reverses, the carrying amount of the asset excluding goodwill (cash-generating unit) is increased to the revised estimate of its recoverable amount, but only to the extent that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset (cash-generating unit) in prior years. A reversal of an impairment loss is recognised in profit or loss immediately, unless the relevant asset is carried at fair value, in which case the reversal of the impairment loss is treated as a revaluation increase.

(g) Share based payments

Equity-settled share-based payments to employees and other providing similar services are measured at the fair value of the equity instrument at the grant date. Fair value is determined by application of the Black-Scholes methodology.

The fair value determined at the grant date of the equity-settled share-based payments is expensed on a straight-line basis over the vesting period, based on the Group's estimate of shares that will eventually vest. At the end of the reporting period, the Group revises its estimate of the number of equity instruments expected to vest. The impact of the revision of the original estimates, if any, is recognised in profit or loss such that the cumulative expense reflects the revised estimate, with a corresponding adjustment to the option reserve.

Equity-settled share-based payment transactions with parties other than employees are measured at the fair value of goods or services received, except where that fair value cannot be estimated reliably, in which case they are measured at the fair value of the equity instruments granted, measured at the date the entity obtains the goods or the counterparty renders the service.

(h) **Cash and cash equivalents**

Cash and cash equivalents comprise cash on hand and demand deposits, together with other short-term, highly liquid investments that are readily convertible into known amounts of cash and which are subject to an insignificant risk of changes in value.

(i) **Trade and other receivables**

Trade receivables are initially recognised at fair value and subsequently measured at amortised cost using the effective interest method, less any provision for impairment. Trade receivables are generally due for settlement within 30 days.

Other receivables are recognised at amortised cost, less any provision for impairment.

(j) **Trade and other payables**

These amounts represent liabilities for goods and services provided to the Group prior to the end of the financial year which are unpaid. Due to their short-term nature they are measured at amortised cost and not discounted. The amounts are unsecured and are usually paid within 30 days of recognition.

(k) **Equity and Reserves**

Share capital represents the fair value of shares that have been issued. Any transaction costs associated with the issuing of shares are deducted from share capital, net of any related income tax benefits.

(l) **Goods and services tax ("GST")**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Tax Office. In these circumstances the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the statement of financial position are shown inclusive of GST.

The Board of Directors
Southern Crown Resources Limited
Level 4, 100 Albert Road
SOUTH MELBOURNE VIC 3205

19 April 2016

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INDEPENDENT LIMITED ASSURANCE REPORT ON THE HISTORICAL AND PRO FORMA HISTORICAL FINANCIAL INFORMATION AND FINANCIAL SERVICES GUIDE

To the Members of Southern Crown Resources Limited

We have been engaged by Southern Crown Resources Limited (to be renamed Yojee Limited) (“SWR” or the “Company”) and its controlled entities (the “Group”) to report on the Historical and Pro Forma Historical Financial Information of the Company for inclusion in a Prospectus (the “Prospectus”) to be dated on or about 19 April 2016, and to be issued by SWR in respect to the offer of shares in the Company (“Public Offer”).

Expressions defined in the Prospectus have the same meaning in this report, unless otherwise specified.

Grant Thornton Corporate Finance Pty Ltd (“Grant Thornton Corporate Finance”) holds an Australian Financial Services Licence (AFS Licence Number 247140). This report is both an Independent Limited Assurance Report, the scope of which is set out below, and a Financial Services Guide, as attached at **Appendix A**.

Grant Thornton Corporate Finance Pty Ltd ABN 59 003 265 987 ACN 003 265 987
a subsidiary or related entity of Grant Thornton Australia Ltd ABN 41 127 556 389

Holder of Australian Financial Services Licence No. 247140

‘Grant Thornton’ refers to the brand under which the Grant Thornton member firms provide assurance, tax and advisory services to their clients and/or refers to one or more member firms, as the context requires. Grant Thornton Australia Ltd is a member firm of Grant Thornton International Ltd (GTIL). GTIL and the member firms are not a worldwide partnership. GTIL and each member firm is a separate legal entity. Services are delivered by the member firms. GTIL does not provide services to clients. GTIL and its member firms are not agents of, and do not obligate one another and are not liable for one another’s acts or omissions. In the Australian context only, the use of the term ‘Grant Thornton’ may refer to Grant Thornton Australia Limited ABN 41 127 556 389 and its Australian subsidiaries and related entities. GTIL is not an Australian related entity to Grant Thornton Australia Limited.

Scope

Grant Thornton Corporate Finance Pty Ltd has been requested to prepare this report on the following financial information:

Historical Financial Information

The Historical Financial Information of SWR and Yojee Pty Ltd, as set out in the Prospectus comprises:

- The historical financial performance of SWR for FY2013, FY2014, FY2015 and HY2015;
- The historical cash flows for SWR for FY2013, FY2014, FY2015 and HY2015;
- The historical financial position of SWR as at 30 June 2013, 30 June 2014 and 30 June 2015 and 31 December 2015;
- The historical financial performance of Yojee Pty Ltd for 31 December 2015;
- The historical cash flows of Yojee Pty Ltd for 31 December 2015; and
- The historical financial position of Yojee Pty Ltd as at 31 December 2015.

(collectively the “Historical Financial Information”)

The Historical Financial Information of SWR has been extracted from the audited financial statements for FY2013, FY2014 and FY2015 which were audited by Grant Thornton Corporate Finance Pty Ltd and the reviewed financial statements for the half-year ended 31 December 2015. The Historical Financial Information of Yojee Pty Ltd has been extracted from the audited financial statements for the period from incorporation to 31 December 2015 which was audited by RSM Australia Partners. Unqualified audit and review opinions were issued in respect of these periods.

Pro forma Historical Financial Information

- The historical and pro forma consolidated financial statements as at 31 December 2015 of SWR (the “Pro Forma Historical Financial Information”)

The pro forma historical statement of financial position as at 31 December 2015 assumes completion of the proposed transactions outlined in Section 8 of the “Financial Information on the Southern Crown Group and Yojee” section which includes the Offer (the “Pro Forma Transactions”) as though they had occurred on that date.

(hereafter the “Historical and Pro Forma Historical Financial Information”)

The stated basis of preparation is the recognition and measurement requirements of Australian Accounting Standards, and other authoritative pronouncements of the Australian

Accounting Standards Board and SWR's adopted accounting principles applied to the Historical Financial Information and which are consistent with Yojee Pty Ltd.

The Historical and Pro Forma Historical Financial Information is presented in an abbreviated form insofar as it does not include all the presentation and disclosures required and other mandatory professional reporting requirements applicable to general purpose financial reports prepared in Australia in accordance with the Corporations Act 2001.

This report has been prepared for inclusion in the Prospectus. Grant Thornton Corporate Finance Pty Ltd disclaims any assumption of responsibility for any reliance on this report or on the Financial Information to which this report relates for any purpose other than the purposes for which it was prepared. This report should be read in conjunction with the Prospectus.

Directors Responsibility

The Directors of SWR are responsible for the preparation and presentation of the Historical Financial Information. The Directors are also responsible for the determination of the Pro Forma Transactions set out in Section 8 of the "Financial Information on the Southern Crown Group and Yojee" section and the basis of preparation of the Historical and Pro Forma Historical Financial Information.

This responsibility also includes compliance with applicable laws and regulations and for such internal controls as the Directors determine necessary to enable the preparation of the Historical and Pro Forma Historical Financial Information that are free from material misstatement, whether due to fraud or error.

Our Responsibility

Our responsibility is to express a limited assurance conclusion on the Historical and Pro Forma Historical Financial Information based on the procedures performed and evidence we have obtained. We have conducted our engagement in accordance with the Standard of Assurance Engagements ASAE 3420: "*Assurance Engagements to Report on the Compilation of Pro Forma Historical Financial Information*" and ASAE 3450: "*Assurance Engagements involving Corporate Fundraisings and/or Prospective Historical Financial Information*". Our procedures consisted of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and review procedures applied to the accounting records in support of the Historical and Pro Forma Historical Financial Information.

These procedures are substantially less in scope than an audit conducted in accordance with Australian Auditing Standards and consequently does not enable us to obtain reasonable assurance that we would become aware of all significant matters that might be identified in an audit. We have not performed an audit and, accordingly, we do not express an audit opinion on the Historical and Pro Forma Historical Financial Information.

Our engagement did not involve updating or re issuing previously issued audit or review reports on any Historical Financial Information used as a source of the Historical and Pro Forma Historical Financial Information.

Conclusion

Based on our independent review, which is not an audit, nothing has come to our attention which causes us to believe that the Historical and Pro Forma Historical Financial Information of SWR and Yojee Pty Ltd as described in the “Financial Information on the Southern Crown Group and Yojee” section of the Prospectus does not present fairly:

- The historical financial performance for FY2013, FY2014, FY2015 and HY2015 of SWR and Yojee Pty Ltd;
- The historical statement of cash flows for FY2013, FY2014, FY2015 and HY 2015 of both SWR and Yojee Pty Ltd;
- The historical financial position as at 30 June 2013, 30 June 2014, 30 June 2015 and 31 December 2015 of SWR and Yojee Pty Ltd;
- The historical and pro forma consolidated financial statements as at 31 December 2015 of SWR; and
- The Pro Forma Transactions set out in Section 8 of the “Financial Information on the Southern Crown Group and Yojee” section are a reasonable basis for the pro forma historical statement of financial position as at 31 December 2015;

in accordance with the measurement and recognition requirements (but not all of the presentation and disclosure requirements) of applicable Australian Accounting Standards and other authoritative pronouncements of the Australian Accounting Standards Board as if the Pro Forma Transactions set out in Section 8 of the “Financial Information on the Southern Crown Group and Yojee” section had occurred at 31 December 2015.

Restriction on Use

Without modifying our conclusion, we draw attention to Section 8 of the Prospectus, which describes the purpose of the financial information, being for inclusion in the Prospectus. As a result, the financial information may not be suitable for use for another purpose.

Consent

Grant Thornton Corporate Finance Pty Ltd has consented to the inclusion of this Independent Limited Assurance Report in the Prospectus in the form and context in which it is included.

Liability

The liability of Grant Thornton Corporate Finance Pty Ltd is limited to the inclusion of this report in the Prospectus. Grant Thornton Corporate Finance Pty Ltd makes no representation regarding, and has no liability, for any other statements or other material in, or omissions from the Prospectus.

Independence and Disclosure of Interest

Grant Thornton Corporate Finance Pty Ltd does not have any pecuniary interest that could reasonably be regarded as being capable of affecting its ability to give an unbiased conclusion in this matter. Grant Thornton Corporate Finance Pty Ltd will receive a professional fee for the preparation of this report.

Financial Services Guide

We have included our Financial Services Guide as Appendix A to this report. The Financial Services Guide is designed to assist retail clients in their use of any general financial product advice in this report.

Yours faithfully

GRANT THORNTON CORPORATE FINANCE PTY LTD



Brad Taylor
Partner - Audit & Assurance



Peter Thornely
Partner – Corporate Finance

Melbourne, 19 April 2016

Appendix A (Financial Services Guide)

The Rialto, Level 30
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This Financial Services Guide is dated 7 April 2016.

1 About us

Grant Thornton Corporate Finance Pty Ltd (ABN 59 003 265 987, Australian Financial Services Licence no 247140) (Grant Thornton Corporate Finance) has been engaged by Southern Crown Resources Limited (SWR) or (the Company) to provide general financial product advice in the form of an Independent Limited Assurance Report (the Report) on the financial information comprising the Historical and Pro forma Historical Financial Information included in Section 8 of the Prospectus dated on or about 19 April 2016 (the Prospectus). You have not engaged us directly but have been provided with a copy of the report as a retail client because of your connection to the matters set out in the report.

2 This Financial Services Guide

This Financial Services Guide (FSG) is designed to assist retail clients in their use of any general financial product advice contained in the report. This FSG contains information about Grant Thornton Corporate Finance generally, the financial services we are licensed to provide, the remuneration we may receive in connection with the preparation of the report, and how complaints against us will be dealt with.

3 Financial services we are licensed to provide

Our Australian financial services licence allows us to provide a broad range of services, including providing financial product advice in relation to various financial products such as securities and superannuation products and deal in a financial product by applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of securities and superannuation products.

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4 General financial product advice

The report contains only general financial product advice. It was prepared without taking into account your personal objectives, financial situation or needs. You should consider your own objectives, financial situation and needs when assessing the suitability of the report to your situation. You may wish to obtain personal financial product advice from the holder of an Australian Financial Services Licence to assist you in this assessment.

Grant Thornton Corporate Finance does not accept instructions from retail clients. Grant Thornton Corporate Finance provides no financial services directly to retail clients and receives no remuneration from retail clients for financial services. Grant Thornton Corporate Finance does not provide any personal retail finance product advice directly to retail investors nor does it provide market-related advice directly to retail investors.

5 Fees, commissions and other benefits we may receive

Grant Thornton Corporate Finance charges fees to produce reports, including the report. These fees are negotiated and agreed with the entity who engages Grant Thornton Corporate Finance to provide a report. Fees are charged on an hourly basis or as a fixed amount depending on the terms of the agreement with the person who engages us. In the preparation of this report, Grant Thornton Corporate Finance will receive from the Company a fee of \$10,000 plus GST, which is based on commercial rates plus reimbursement of out-of-pocket expenses.

Partners, Directors, employees or associates of Grant Thornton Corporate Finance, and related bodies corporate, may receive dividends, salary or wages from Grant Thornton Australia Ltd.

None of those persons or entities receive non-monetary benefits in respect of, or that is attributable to the provision of the services described in this FSG.

6 Referrals

Grant Thornton Corporate Finance including its Partners, Directors, employees or associates and related bodies corporate, does not pay commissions or provide any other benefits to any person for referring customers to us in connection with the reports that we are licenced to provide.

7 Associations with issuers of financial products

Grant Thornton Corporate Finance and its Partners, Directors, employees or associates and related bodies corporate may from time to time have associations or relationships with the issuers of financial products. For example, Grant Thornton Australia Ltd may be the auditor of, or provide financial services to the issuer of a financial product and Grant Thornton Corporate Finance may provide financial services to the issuer of a financial product in the ordinary course of its business.

In the context of the report, Grant Thornton Corporate Finance considers that there are no such associations or relationships which influence in any way the services described in this FSG.

8 Complaints

Grant Thornton Corporate Finance has an internal complaint handling mechanism and is a member of the Financial Ombudsman Service (membership no. 11800). All complaints must be in writing and addressed to the National Head of Corporate Finance at Grant Thornton Corporate Finance. We will endeavour to resolve all complaints within 30 days of receiving the complaint. If the complaint has not been satisfactorily dealt with, the complaint can be referred to the Financial Ombudsman Service who can be contacted at:

GPO Box 3
Melbourne, VIC 3001
Telephone: 1800 367 287

Grant Thornton Corporate Finance is only responsible for the report and FSG. Grant Thornton Corporate Finance will not respond in any way that might involve any provision of financial product advice to any retail investor.

9 Compensation arrangements

Grant Thornton Corporate Finance has professional indemnity insurance cover under its professional indemnity insurance policy. This policy meets the compensation arrangement requirements of section 912B of the Corporations Act, 2001.

10 Contact Details

Grant Thornton Corporate Finance can be contacted by sending a letter to the following address:

National Head of Corporate Finance
Grant Thornton Corporate Finance Pty Ltd
Level 17, 383 Kent Street
Sydney, NSW, 2000

10. BOARD, MANAGEMENT AND INTERESTS

10.1 Directors

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.

As at the date of this Prospectus, the Board comprises of:

- (a) Rhoderick Grivas – Executive Chairman;
- (b) Adrian Hill – Non-Executive Director; and
- (c) Shannon Robinson – Non-Executive Director.

Following successful completion of the Acquisition, it is proposed that Edward Clarke will be elected to the Board and that Mr Hill will resign as a Director of the Company. Rhoderick 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. The Board will seek to identify new candidates with the necessary skills and experience to complement the Board with an intention to invite an experienced Chairperson.

It is proposed that upon completion of the Acquisition, the Company's Board will consist of the following Directors:

- (a) Shannon Robinson – Non-Executive Chairperson;
- (b) Edward Clarke – Managing Director; and
- (c) Rhoderick Grivas – Non-Executive 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.

Detailed summaries of the background and experience of each of Shannon Robinson, Edward Clarke and Rhoderick Grivas are set out below.

Rhoderick 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.

Mr Grivas is currently a director of Canyon Resources Limited. In the last three years he has not held any other ASX listed company directorships.

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).

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.

10.2 Senior Management of Yojee

Yojee's key management personnel are as follows:

Andras Kristof

Chief Technology Officer – Yojee Group

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.

10.3 Disclosure of Interests

Interests in Securities

Directors are not required under the Company's Constitution to hold any Shares to be eligible to act as a director. Immediately prior to completion of the Acquisition, the Directors are expected to have relevant interests in Securities as follows:

Director	Shares	Options	Performance Shares
Rhoderick Grivas ²	796,667	1,000,000 ¹	Nil
Adrian Hill ³	485,594	600,000 ¹	Nil
Shannon Robinson	Nil	Nil	Nil

Following the successful completion of the Acquisition and the Offer, the Directors and Proposed Director will have relevant interests in Securities as follows:

Director	Shares	Options	Performance Shares
Rhoderick Grivas ²	796,667	1,000,000 ¹	Nil
Adrian Hill ³	485,594	600,000 ¹	Nil
Shannon Robinson	7,500,000	5,000,000 ⁴	10,000,000 ⁵
Edward Clarke ⁶	Nil	13,000,000 ⁷	Nil

Notes:

1. Unquoted Options exercisable at \$0.12 each on or before 31 March 2017. The terms of the Options are set out in Section 13.5.
2. Held indirectly through Deborah Grivas, Rhoderick Grivas' wife, and Goodheart Pty Ltd, an entity controlled by Rhoderick Grivas.
3. Held indirectly through the Hill Family Trust and the A & G Hill Superfund, of which Adrian Hill is a trustee and a beneficiary.
4. Unquoted Options 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 Section 13.6.
5. Comprising 2,500,000 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 Section 13.8.
6. Subject to Shareholder approval, which is being sought at the General Meeting, Mr Clarke has indicated that he may participate in the Offer up to \$50,000 (being 2,500,000 Shares).
7. Subject to Completion of the Acquisition and obtaining the necessary Shareholder approval, which is being sought at the General Meeting, Yojee has agreed to issue Executive Securities to Mr Clarke in accordance with the terms of his engagement. Refer to Section 12.6 for details of Mr Clarke's engagement.

Remuneration

Details of the Directors' and Proposed Director's remuneration upon completion of the Offer are set out in the table below:

Director	Remuneration for the year ended 30 June 2015	Proposed remuneration for the year ended 30 June 2016	Proposed remuneration for year ended 30 June 2017
Directors			
Rhoderick Grivas	\$152,091 ¹	\$123,644	\$38,325
Adrian Hill	\$40,015	\$35,175 ²	\$Nil
Shannon Robinson	\$Nil	\$16,905	\$54,750
Proposed Director			
Edward Clarke	\$Nil	\$17,000 ³	\$207,000

Notes:

1. Payments to Mr Grivas included an amount of \$17,875 paid to Goodheart Pty Ltd relating to due diligence work performance by Mr Grivas. Mr Grivas is a director of Goodheart Pty Ltd.
2. Assumes that Settlement of the Acquisition occurs on or about 31 May 2016 and Mr Hill retires from the Board on that date.
3. Assumes that Settlement of the Acquisition occurs on or about 31 May 2016 and Mr Clarke is appointed to the Board on that date.

The Company's Constitution provides that the remuneration of Non-Executive Directors will be not more than the aggregate fixed sum determined by a general meeting. The aggregate remuneration for Non-Executive Directors is \$250,000 per annum although may be varied by ordinary resolution of the Shareholders in general meeting.

The remuneration of any executive director that may be appointed to the Board will be fixed by the Board and may be paid by way of fixed salary or consultancy fee.

10.4 Existing Director and Proposed Director participation in the Offer

None of the existing Directors intend on participating in the Offer.

Subject to Shareholder approval, which is being sought at the upcoming General Meeting, Edward Clarke proposes to subscribe for up to 2,500,000 Shares.

10.5 Agreements with Directors and Proposed Directors

The Company's policy in respect of related party arrangements is:

- (a) a Director with a material personal interest in a matter is required to give notice to the other Directors before such a matter is considered by the Board; and
- (b) for the Board to consider such a matter, the Director who has a material personal interest is not present while the matter is being considered at the meeting and does not vote on the matter.

The Company's Board has followed that process in approving the current agreements with related parties. Current Directors who did not have a material personal interest in each agreement considered that they are reasonable in the circumstances as the agreements were made on reasonable commercial terms

and on terms that would be reasonable in the circumstances if the parties involved were dealing at arm's length.

Section 12 outlines summaries of the agreements entered into with the Directors, Proposed Director and related parties by the Company. For the purpose of this Section, the key agreements of that nature are as follows:

Agreements relating to the Acquisition

- (a) Acquisition Agreement between the Company and the Major Shareholders (refer to Section 12.1);
- (b) Non-Executive Director Appointment Letter between the Company and Shannon Robinson (refer to Section 12.2); and
- (c) Executive Services Agreement between Yojee (Singapore) and Edward Clarke (refer to Section 12.6).

General agreements with existing Directors

- (a) Deed of Indemnity, Insurance and Access between the Company and each of the Directors and Proposed Director (refer to Section 12.9).

10.6 Directors' Disclosure Regarding Previous Directorships

Shannon Robinson resigned as a director of Kaboko Mining Limited (ASX: KAB) (**Kaboko**) on 30 June 2014. Subsequently, on 16 April 2015, Kaboko appointed receivers and managers of the company, and on 20 April 2015, appointed administrators of the company. The receivers and managers were appointed by a secured creditor of Kaboko pursuant to its securities interest.

The Directors have considered the above circumstances surrounding Ms Robinson's involvement in Kaboko, and are of the view that Ms Robinson's involvement in this company in no way impacts on her appointment and contribution as a Director of the Company.

11. CORPORATE GOVERNANCE

11.1 ASX Corporate Governance Council Principles and Recommendations

The Company has adopted comprehensive systems of control and accountability as the basis for the administration of corporate governance. The Board is committed to administering the policies and procedures with openness and integrity, pursuing the true spirit of corporate governance commensurate with the Company's needs.

To the extent applicable, our Company has adopted *The Corporate Governance Principles and Recommendations (3rd Edition)* as published by ASX Corporate Governance Council (**Recommendations**).

In light of the Company's size and nature, the Board considers that the current board is a cost effective and practical method of directing and managing the Company. As the Company's activities develop in size, nature and scope, the size of the Board and the implementation of additional corporate governance policies and structures will be reviewed.

The Company's main corporate governance policies and practices as at the date of this Prospectus are outlined below and the Company's full Corporate Governance Plan is available in a dedicated corporate governance information section of the Company's website (www.southerncrown.com.au).

Board of directors

The Board is responsible for corporate governance of the Company. The Board develops strategies for the Company, reviews strategic objectives and monitors performance against those objectives. The goals of the corporate governance processes are to:

- (a) maintain and increase Shareholder value;
- (b) ensure a prudential and ethical basis for the Company's conduct and activities; and
- (c) ensure compliance with the Company's legal and regulatory objectives.

Consistent with these goals, the Board assumes the following responsibilities:

- (a) developing initiatives for profit and asset growth;
- (b) reviewing the corporate, commercial and financial performance of the Company on a regular basis;
- (c) acting on behalf of, and being accountable to, the Shareholders; and
- (d) identifying business risks and implementing actions to manage those risks and corporate systems to assure quality.

The Company is committed to the circulation of relevant materials to Directors in a timely manner to facilitate Directors' participation in the Board discussions on a fully-informed basis.

Composition of the Board

Election of Board members is substantially the province of the Shareholders in general meeting.

Identification and management of risk

The Board's collective experience will enable accurate identification of the principal risks that may affect the Company's business. Key operational risks and their management will be recurring items for deliberation at Board meetings.

Ethical standards

The Board is committed to the establishment and maintenance of appropriate ethical standards.

Independent professional advice

Subject to the Chairman's approval (not to be unreasonably withheld), the Directors, at the Company's expense, may obtain independent professional advice on issues arising in the course of their duties.

Remuneration arrangements

The remuneration of an executive Director will be decided by the Board, without the affected executive Director participating in that decision-making process.

The total maximum remuneration of non-executive Directors is initially set by the Constitution and subsequent variation is by ordinary resolution of Shareholders in general meeting in accordance with the Constitution, the Corporations Act and the ASX Listing Rules, as applicable. The determination of non-executive Directors' remuneration within that maximum will be made by the Board having regard to the inputs and value to the Company of the respective contributions by each non-executive Director. The current amount has been set at an amount not to exceed \$250,000 per annum.

In addition, a Director may be paid fees or other amounts (i.e. subject to any necessary Shareholder approval, non-cash performance incentives such as Options) as the Directors determine where a Director performs special duties or otherwise performs services outside the scope of the ordinary duties of a Director.

Directors are also entitled to be paid reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as Directors.

The Board reviews and approves the remuneration policy to enable the Company to attract and retain executives and Directors who will create value for Shareholders having consideration to the amount considered to be commensurate for a company of its size and level of activity as well as the relevant Directors' time, commitment and responsibility. The Board is also responsible for reviewing any employee incentive and equity-based plans including the appropriateness of performance hurdles and total payments proposed.

Trading policy

The Board has adopted a policy that sets out the guidelines on the sale and purchase of securities in the Company by its key management personnel (i.e. Directors and, if applicable, any employees reporting directly to the managing director). The policy generally provides that the written acknowledgement of the Chair (or the Board in the case of the Chairman) must be obtained prior to trading.

External audit

The Company in general meetings is responsible for the appointment of the external auditors of the Company, and the Board from time to time will review the scope, performance and fees of those external auditors.

Audit committee

The Company will not have a separate audit committee until such time as the Board is of a sufficient size and structure, and the Company's operations are of a sufficient magnitude for a separate committee to be of benefit to the Company. In the meantime, the full Board will carry out the duties that would ordinarily be assigned to that committee under the written terms of reference for that committee, including but not limited to, monitoring and reviewing any matters of significance affecting financial reporting and compliance, the integrity of the financial reporting of the Company, the Company's internal financial control system and risk management systems and the external audit function.

Diversity policy

The Board has adopted a diversity policy which provides a framework for the Company to achieve, amongst other things, a diverse and skilled workforce, a workplace culture characterised by inclusive practices and behaviours for the benefit of all staff, improved employment and career development opportunities for women and a work environment that values and utilises the contributions of employees with diverse backgrounds, experiences and perspectives.

11.2 Departures from Recommendations

As it is listed on the ASX, the Company is required to report any departures from the Recommendation in its annual financial report.

The Company's compliance with and departures from the Recommendations will be announced to ASX prior to the Company's reinstatement to trading.

12. MATERIAL CONTRACTS

12.1 Acquisition Agreement

Under the Acquisition Agreement, the Company has agreed to acquire 100% of the issued share capital of Yojee, in consideration for the issue of the Consideration Securities to the Vendors.

The key terms of the Acquisition Agreement are as follows:

- (a) **(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:
 - (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**).
- (b) **(Conditions Precedent)**: Completion of the Acquisition is conditional upon the satisfaction (or waiver) of the following outstanding conditions:
 - (i) 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;
 - (ii) 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:
 - (A) ASX Listing Rules approval and, if required, approval for the purpose of the Corporations Act, for the issue of the Consideration Securities;
 - (B) 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;
 - (C) ASX Listing Rule 11.1.2 approval authorising a change of activities of the Company;
 - (D) election of two directors of the Company nominated by Yojee (subject to completion of the Acquisition);
 - (E) approval for the change of the Company's name to 'Yojee Limited' (or such other name as agreed by the parties); and

- (F) approval for the issue of the Executive Securities (as defined in below);
- (iii) 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;
- (iv) 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;
- (v) 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);
- (vi) each party obtaining all necessary third party consents to the Acquisition (including for a change of control under contracts, as applicable);
- (vii) there being no material adverse change in the circumstances of Yojee prior to Completion;
- (viii) there being no material adverse change in the circumstances of the Company prior to Completion;
- (ix) none of the warranties given by the Major Shareholders in favour of the Company becoming untrue, incorrect or misleading prior to completion; and
- (x) 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.

- (c) **(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).
- (d) **(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:

- (i) Rhoderick Grivas;
 - (ii) Shannon Robinson; and
 - (iii) Edward Clarke.
- (e) **(Executive Securities):** Subject to Completion and the Company obtaining all necessary Shareholder and regulatory approvals, Yojee has agreed to issue:
- (i) 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);
 - (ii) 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);
 - (iii) 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
 - (iv) 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 Director and Chief Executive Officer of the Company, and Andras Kristof, the Chief Technology Officer of Yojee, in accordance with the terms of their engagement **(Executive Securities)**.
- (f) **(Other):** The Acquisition Agreement otherwise contains terms, conditions and restrictions which are customary for an agreement of its nature.

12.2 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.

12.3 Joint Lead Managers Mandate

The Company has appointed 708 Capital Pty Ltd and Cicero Advisory Services Pty Ltd (**Joint Lead Managers**) as the joint lead managers to the Offer under a mandate (**Joint Lead Managers Mandate**).

The Joint Lead Managers are required to use their best endeavours to seek satisfactory applicants under the Offer.

Under the terms of the Joint Lead Managers Mandate, the Company has agreed to pay the Joint Lead Managers a placement fee of 6.00% of the total amount raised under the Offer (plus GST), this amount includes any fees paid to other brokers. The placement fee will be invoiced by 708 Capital Pty Ltd.

Further, the Company has agreed to pay the Joint Lead Managers' costs and expenses, subject to obtaining the Company's consent prior to incurring a single expense greater than \$2,000.

At any time during the term of the Joint Lead Managers Mandate:

- (a) the Company may terminate the Joint Lead Managers' appointment upon the occurrence of a material default by the Joint Lead Managers in carrying out their work. However, if such default is capable of remedy, the Company cannot terminate the Joint Lead Managers Mandate until:
 - (i) the Company has given the Joint Lead Managers written notice of all material particulars of such default; and
 - (ii) the Joint Lead Managers have failed to remedy the default within 20 days after receipt of the notice; and
- (b) the Joint Lead Managers may terminate the Joint Lead Managers Mandate at any time prior to allotment of the Shares under the Offer:
 - (i) by giving two business days notice of its intention to do so; or
 - (ii) if any one or more of the following events occur:
 - (A) **market conditions:** the Australian equity capital market conditions and/or ASX trading conditions are such that they are not, in the bona fide judgement of the Joint Lead Managers, conducive to a successful offer or other events beyond the control of the Company or the Joint Lead Managers are so material and adverse as to make it impracticable or inadvisable (in the Joint Lead Managers' sole discretion) to proceed with the Offer on the terms and in the manner contemplated by the Joint Lead Managers Mandate; or
 - (B) **material change:** there is a material adverse change (in the bona fide judgement of the Joint Lead Managers) in the assets, liabilities, financial position or performance, profits, losses or prospects of the Company from those respectively at the date of the Joint Lead Managers Mandate or in the most recent financial results announced to the ASX.

Any termination will only take effect upon receipt by the other party of written notice to that effect. If the Company elects to terminate the Joint Lead Managers Mandate, the Joint Lead Managers will be entitled to recoup their expenses only.

The Company has also provided various warranties and indemnities in favour of the Joint Lead Managers.

The Joint Lead Managers Mandate contains additional provisions considered standard for agreements of this nature.

12.4 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.

12.5 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 of the Acquisition.

12.6 Executive Services Agreement – Edward Clarke

Yojee, via its wholly-owned Singaporean subsidiary Yojee Pte Ltd (**Yojee (Singapore)**), has entered into an executive services agreement with Edward Clarke, pursuant to which Mr Clarke is engaged as the Managing Director of the Yojee Group, effective from 1 February 2016 (**Clarke ESA**). 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 ESA are as follows:

- (a) **(Term):** Subject paragraph (b) below, the Clarke ESA will continue for a minimum term of two years.
- (b) **(Termination):** The Clarke ESA may be terminated:

- (i) by Yojee (Singapore) on one months' notice in the event that the Acquisition Agreement is terminated and Completion does not occur;
 - (ii) 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;
 - (iii) 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
 - (iv) by either party promptly following material breach of the Clarke ESA or in the case of misconduct.
- (c) **(Remuneration):** 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.
- (d) **(Executive Securities):** 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:
- (i) 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);
 - (ii) 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);
 - (iii) 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
 - (iv) 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).
- (e) **(Participation in incentive plans):** In addition, Mr Clarke will be entitled to participate in incentive plans adopted by the Company, at the Board's discretion. As at the date of this Prospectus, 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.
- (f) **(Other):** The Clarke ESA will otherwise contain industry standard provisions for a senior executive of a public listed company.

12.7 Employment Agreement – Andras Kristof

Yojee (Singapore) has entered into a services agreement with Andras Kristof, pursuant to which Mr Kristof is engaged as the Chief Technology Officer of the Yojee Group, effective from 18 January 2016 (**Kristof ESA**).

The principal terms of the Kristof ESA are as follows:

- (a) **(Term):** Subject to paragraph (b) below, the Kristof ESA will continue for a minimum term of two years, following completion of an initial three month probationary period.
- (b) **(Termination):** The Kristof ESA may be terminated:
 - (i) by Yojee (Singapore) on one weeks' notice within the probationary period or immediately with payment in lieu of notice;
 - (ii) by Yojee (Singapore) on one months' notice in the event that the Acquisition Agreement is terminated and Completion does not occur;
 - (iii) 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;
 - (iv) 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
 - (v) by either party promptly following material breach of the Kristof ESA or in the case of misconduct.
- (c) **(Remuneration):** 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 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 bonus over and above the base salary, upon satisfaction of criteria to be determined by the board of Yojee (Singapore) and its remuneration committee.
- (d) **(Executive Securities):** 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 Kristof:
 - (i) 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);
 - (ii) 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);

- (iii) 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
- (iv) 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).
- (e) **(Participation in incentive plans):** In addition, Mr Kristof will be entitled to participate in incentive plans adopted by the Company. As at the date of this Prospectus, no such determination has been made.
- (f) **(Other):** The Kristof ESA will otherwise contain industry standard provisions for a senior executive of a public listed company.

12.8 Consultancy Agreement – Robert Comley

Yojee (Singapore) has entered into a services agreement with Robert Comley, pursuant to which Mr Comley is engaged as the Chief Commercial Officer of the Yojee Group, effective from 17 March 2016 (**Comley ESA**).

The principal terms of the Comley ESA are as follows:

- (a) **(Term):** Subject to paragraph (b) below, the Comley ESA will continue for a minimum term of two years, following completion of an initial three month probationary period.
- (b) **(Termination):** The Comley ESA may be terminated:
 - (i) by Yojee (Singapore) within the probationary period without cause and without advance notice or payment in lieu of notice;
 - (ii) by Yojee (Singapore) on two month's notice in the event that the Acquisition Agreement is terminated and Completion does not occur;
 - (iii) 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;
 - (iv) by Yojee (Singapore) on one months' notice, if Mr Comley 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
 - (v) by either party promptly following material breach of the Comley ESA or in the case of misconduct.
- (c) **(Remuneration):** Mr Comley will receive a base salary of AUD16,000 per month subject to the applicable deductions in accordance with Singapore law and regulations.

- (d) **(Participation in incentive plans):** In addition, Mr Comley will be entitled to participate in incentive plans adopted by the Company. As at the date of this Prospectus, no such determination has been made.
- (e) **(Other):** The Comley ESA will otherwise contain industry standard provisions for a senior executive of a public listed company.

12.9 Deeds of indemnity, insurance and access

The Company has entered into a deed of indemnity, insurance and access with each of its Directors. Under these deeds, the Company agrees to indemnify each officer to the extent permitted by the Corporations Act against any liability arising as a result of the officer acting as an officer of the Company. The Company is also required to maintain insurance policies for the benefit of the relevant officer and must also allow the officers to inspect board papers in certain circumstances. The Company intends to enter a deed on materially the same terms with the Proposed Director following his appointment.

13. ADDITIONAL INFORMATION

13.1 Litigation

As at the date of this Prospectus, the Company is not involved in any legal proceedings and the Directors are not aware of any legal proceedings pending or threatened against our Company.

13.2 Rights attaching to Shares

The following is a summary of the more significant rights attaching to Shares. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Shareholders. To obtain such a statement, persons should seek independent legal advice.

Full details of the rights attaching to Shares are set out in the Constitution, a copy of which is available for inspection at the Company's registered office during normal business hours.

(a) General meetings

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

Shareholders may requisition meetings in accordance with Section 249D of the Corporations Act and the Constitution.

(b) Voting rights

Subject to any rights or restrictions for the time being attached to any class or classes of Shares, at general meetings of Shareholders or classes of Shareholders:

- (i) each Shareholder entitled to vote may vote in person or by proxy, attorney or representative;
- (ii) on a show of hands, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder has one vote; and
- (iii) on a poll, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder shall, in respect of each fully paid Share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for the Share, but in respect of partly paid Shares shall have such number of votes as bears the same proportion to the total of such Shares registered in the Shareholder's name as the amount paid (not credited) bears to the total amounts paid and payable (excluding amounts credited).

(c) Dividend rights

Subject to the rights of any preference Shareholders and to the rights of the holders of any shares created or raised under any special arrangement as to dividend, the Directors may from time to time declare a dividend to be paid to the Shareholders entitled to the dividend which shall be payable on all Shares according to the

proportion that the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited) in respect of such Shares.

The Directors may from time to time pay to the Shareholders any interim dividends as they may determine. No dividend shall carry interest as against the Company. The Directors may set aside out of the profits of the Company any amounts that they may determine as reserves, to be applied at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.

Subject to the ASX Listing Rules and the Corporations Act, the Company may, by resolution of the Directors, implement a dividend reinvestment plan on such terms and conditions as the Directors think fit and which provides for any dividend which the Directors may declare from time to time payable on Shares which are participating Shares in the dividend reinvestment plan, less any amount which the Company shall either pursuant to the Constitution or any law be entitled or obliged to retain, be applied by the Company to the payment of the subscription price of Shares.

(d) **Winding-up**

If the Company is wound up, the liquidator may, with the authority of a special resolution of the Company, divide among the shareholders in kind the whole or any part of the property of the Company, and may for that purpose set such value as he considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the Shareholders or different classes of Shareholders.

The liquidator may, with the authority of a special resolution of the Company, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Shareholder is compelled to accept any Shares or other securities in respect of which there is any liability.

(e) **Shareholder liability**

As the Shares under the Prospectus are fully paid shares, they are not subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

(f) **Transfer of Shares**

Generally, Shares are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act or the ASX Listing Rules.

(g) **Variation of rights**

Pursuant to Section 246B of the Corporations Act, the Company may, with the sanction of a special resolution passed at a meeting of Shareholders vary or abrogate the rights attaching to Shares.

If at any time the share capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not the Company is being

wound up, may be varied or abrogated with the consent in writing of the holders of three-quarters of the issued shares of that class, or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.

(h) **Alteration of Constitution**

The Constitution can only be amended by a special resolution passed by at least three quarters of Shareholders present and voting at the general meeting. In addition, at least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.

13.3 Terms of existing Options (\$0.25 each on or before 2 June 2016)

- (a) Each Option gives the Optionholder the right to subscribe for one Share.
 - (b) The Options will expire at 5.00pm (WST) on the date that is five years from the date of issue (**Expiry Date**). Any Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
 - (c) The amount payable upon exercise of each Option will be \$0.25 (**Exercise Price**).
 - (d) The Options held by each Optionholder may be exercised in whole or in part, and if exercised in part, multiples of 1,000 must be exercised on each occasion.
 - (e) An Optionholder may exercise their Options by lodging with the Company, before the Expiry Date:
 - (i) a written notice of exercise of Options specifying the number of Options being exercised; and
 - (ii) a cheque or electronic funds transfer for the Exercise Price for the number of Options being exercised;
- (Exercise Notice).**
- (f) An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds.
 - (g) Within 10 Business Days of receipt of the Exercise Notice accompanied by the Exercise Price, the Company will allot the number of Shares required under these terms and conditions in respect of the number of Options specified in the Exercise Notice.
 - (h) The Options are not transferable.
 - (i) All Shares allotted upon the exercise of Options will upon allotment rank *pari passu* in all respects with other Shares.
 - (j) The Company will not apply for quotation of the Options on ASX. However, The Company will apply for quotation of all Shares allotted pursuant to the exercise of Options on ASX within 10 Business Days after the date of allotment of those Shares.

- (k) 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.
- (l) There are no participating rights or entitlements inherent in the Options and Optionholders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least 6 Business Days after the issue is announced. This will give Optionholders the opportunity to exercise their Options prior to the date for determining entitlements to participate in any such issue.
- (m) 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.

13.4 Terms of existing Options (\$0.35 each on or before 2 June 2016)

- (a) Each Option gives the Optionholder the right to subscribe for one Share.
- (b) The Options will expire at 5.00pm (WST) on the date that is five years from the date of issue (**Expiry Date**). Any Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
- (c) The amount payable upon exercise of each Option will be \$0.35 (**Exercise Price**).
- (d) The Options held by each Optionholder may be exercised in whole or in part, and if exercised in part, multiples of 1,000 must be exercised on each occasion.
- (e) An Optionholder may exercise their Options by lodging with the Company, before the Expiry Date:
 - (iii) a written notice of exercise of Options specifying the number of Options being exercised; and
 - (iv) a cheque or electronic funds transfer for the Exercise Price for the number of Options being exercised;

(Exercise Notice).
- (f) An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds.
- (g) Within 10 Business Days of receipt of the Exercise Notice accompanied by the Exercise Price, the Company will allot the number of Shares required under these terms and conditions in respect of the number of Options specified in the Exercise Notice.
- (h) The Options are not transferable.
- (i) All Shares allotted upon the exercise of Options will upon allotment rank pari passu in all respects with other Shares.

- (j) The Company will not apply for quotation of the Options on ASX. However, The Company will apply for quotation of all Shares allotted pursuant to the exercise of Options on ASX within 10 Business Days after the date of allotment of those Shares.
- (k) 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.
- (l) There are no participating rights or entitlements inherent in the Options and Optionholders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least 6 Business Days after the issue is announced. This will give Optionholders the opportunity to exercise their Options prior to the date for determining entitlements to participate in any such issue.
- (m) 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.

13.5 Terms of existing Options (exercisable at \$0.12 each on or before 31 March 2017)

(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 \$0.12 (**Exercise Price**).

(c) **Expiry Date**

Each Option will expire at 5:00 pm (WST) on 31 March 2017 (**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 Schedule 1(g)Schedule 1(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.

13.6 **Terms of Consideration Options**

The terms and conditions of the Consideration Options proposed to be issued to the Vendors as part of the Consideration Securities are as follows:

(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.

13.7 **Terms of Executive Securities**

The Options proposed to be issued to the Yojee Executives will entitle the holder the right to subscribe for one Share on the following terms and conditions:

(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**

The Options vest and are exercisable at any time on and from:

- (i) **Class A Options:** 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 date that the 20 day VWAP of Shares is equal to or in excess of \$0.10 per Share;
- (iii) **Class C Options:** 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 date that the 20 day VWAP of Shares is equal to or in excess of \$0.20 per Share,

until 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) 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.

13.8 Performance Shares

The terms and conditions of the Performance Shares proposed to be issued to the Vendors as part of the Consideration Securities 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 Countries; 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 of Yojee within five of Australia and/or any other South East Asian Countries; and; 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.

13.9 Summary of Incentive Performance Rights Plan

The Company is proposing to adopt an Incentive Performance Rights Plan at the General Meeting. The key terms of the plan are set out below:

- (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 notifying 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.

13.10 Interests of Directors

Other than as set out in this Prospectus, no Director or proposed Director holds, or has held within the 2 years preceding lodgement of this Prospectus with the ASIC, any interest in:

- (a) the formation or promotion of the Company;
- (b) any property acquired or proposed to be acquired by the Company in connection with:
 - (i) its formation or promotion; or
 - (ii) the Offer; or
- (c) the Offer,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to a Director or proposed Director:

- (a) as an inducement to become, or to qualify as, a Director; or
- (b) for services provided in connection with:
 - (i) the formation or promotion of the Company; or
 - (iii) the Offer.

13.11 Interests of Experts and Advisers

Other than as set out below or elsewhere in this Prospectus, no:

- (a) person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus;
- (b) promoter of the Company; or
- (c) underwriter (but not a sub-underwriter) to the issue or a financial services licensee named in this Prospectus as a financial services licensee involved in the issue,

holds, or has held within the 2 years preceding lodgement of this Prospectus with the ASIC, any interest in:

- (a) the formation or promotion of the Company;
- (b) any property acquired or proposed to be acquired by the Company in connection with:
 - (i) its formation or promotion; or
 - (ii) the Offer; or
- (c) the Offer,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to any of these persons for services provided in connection with:

- (a) the formation or promotion of the Company; or
- (b) the Offer.

Grant Thornton Corporate Finance Pty Ltd has acted as Independent Accountant and has prepared the Independent Accountant's Report which is included in Section 9. The Company estimates it will pay Grant Thornton Corporate Finance Pty Ltd a total of \$10,000 (excluding GST) for these services.

Steinepreis Paganin has acted as the solicitors to the Company in relation to the Offer. The Company estimates it will pay Steinepreis Paganin \$40,000 (excluding GST and disbursements) for these services. Subsequently, fees will be charged in accordance with normal charge out rates.

Computershare Investor Services Pty Limited has acted as share registry for the Company in relation to the Offer. The Company estimates it will pay \$5,000 (excluding GST) for these services.

708 Capital Pty Ltd has acted as joint lead manager to the Offer. The Company will pay the fees as set out in Section 12.3 for these services.

Cicero Advisory Services Pty Ltd has acted as joint lead manager to the Offer. The Company will pay the fees as set out in Section 12.3 for these services.

13.12 Consents

Each of the parties referred to in this Section:

- (a) does not make, or purport to make, any statement in this Prospectus other than those referred to in this section; and
- (b) to the maximum extent permitted by law, expressly disclaim and take no responsibility for any part of this Prospectus other than a reference to its name and a statement included in this Prospectus with the consent of that party as specified in this section.

Grant Thornton Corporate Finance Pty Ltd has given its written consent to being named as Independent Accountant in this Prospectus and to the inclusion of the Independent Accountant's Report in Section 9 of this Prospectus in the form and context in which the information and report is included. Grant Thornton

Corporate Finance Pty Ltd has not withdrawn its consent prior to lodgement of this Prospectus with the ASIC.

Steinepreis Paganin has given its written consent to being named as the solicitors to the Company in this Prospectus. Steinepreis Paganin has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

708 Capital Pty Ltd has given its written consent to being named as the joint lead manager to the Offer in this Prospectus. 708 Capital Pty Ltd has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

Cicero Advisory Services Pty Ltd has given its written consent to being named as the joint lead manager to the Offer in this Prospectus. Cicero Advisory Services Pty Ltd has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

Computershare Investor Services Pty Limited has given its written consent to being named as the share registry to the Company in this Prospectus in the form and context in which it is named. Computershare Investor Services Pty Limited has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC. Computershare Investor Services Pty Limited has had no involvement in the preparation of any part of this Prospectus, other than being named as share registry to the Company. Computershare Investor Services Pty Limited has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for, any part of this Prospectus.

13.13 Expenses of the Offer

The total expenses of the Offer (excluding GST) are estimated to be approximately \$290,000 for minimum subscription or \$320,000 for full subscription and are expected to be applied towards the items set out in the table below:

Item of Expenditure	Minimum Subscription (\$2,750,000)	Full Subscription (\$3,209,970)
ASIC fees	\$2,320	\$2,320
ASX fees	\$50,200	\$52,500
Legal Fees	\$40,000	\$40,000
Fees payable to Joint Lead Managers	\$165,000	\$192,598
Independent Accountant's Fees	\$10,000	\$10,000
Printing and Distribution	\$5,000	\$5,000
Miscellaneous	\$17,480	\$17,582
TOTAL	\$290,000	\$320,000

13.14 Continuous disclosure obligations

Following admission of the Company to the Official List, the Company will be a "disclosing entity" (as defined in Section 111AC of the Corporations Act) and, as such, will be subject to regular reporting and disclosure obligations. Specifically, like all listed companies, the Company will be required to continuously disclose any information it has to the market which a reasonable person would expect to have a material effect on the price or the value of the Company's securities.

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

13.15 Electronic Prospectus

The Corporations Act allows distribution of an electronic prospectus and electronic application form on the basis of a paper prospectus lodged with the ASIC, and the publication of notices referring to an electronic prospectus or electronic application form.

If you have received this Prospectus as an electronic Prospectus, please ensure that you have received the entire Prospectus accompanied by the Application Form. If you have not, please contact the Company and the Company will send you, for free, either a hard copy or a further electronic copy of this Prospectus or both. Alternatively, you may obtain a copy of this Prospectus from the website of the Company at www.southerncrown.com.au.

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

13.16 Privacy statement

If you complete an Application Form, you will be providing personal information to the Company. The Company collects, holds and will use that information to assess your application, service your needs as a Shareholder and to facilitate distribution payments and corporate communications to you as a Shareholder.

The information may also be used from time to time and disclosed to persons inspecting the register, including bidders for your securities in the context of takeovers, regulatory bodies including the Australian Taxation Office, authorised securities brokers, print service providers, mail houses and the share registry.

You can access, correct and update the personal information that we hold about you. If you wish to do so, please contact the share registry at the relevant contact number set out in this Prospectus.

Collection, maintenance and disclosure of certain personal information is governed by legislation including the Privacy Act 1988 (as amended), the Corporations Act and certain rules such as the ASX Settlement Operating Rules. You should note that if you do not provide the information required on the application for Shares, the Company may not be able to accept or process your application.

14. DIRECTORS' AUTHORISATION

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

In accordance with Section 720 of the Corporations Act, each Director has consented to the lodgement of this Prospectus with the ASIC.

Rhoderick Grivas
Executive Chairman
For and on behalf of
Southern Crown Resources Ltd

15. GLOSSARY

Where the following terms are used in this Prospectus they have the following meanings:

\$ means an Australian dollar.

708 Capital means 708 Capital Pty Ltd (ACN 142 319 202) (AFSL: 386279).

Acquisition has the meaning given in Section 4.2.

Acquisition Agreement means the share sale agreement between the Company, Yojee and the Vendors dated 20 January 2016, the material terms of which are summarised in Section 12.1.

Acquisition Resolutions means resolutions numbered 1 to 8 inclusive which relate to the approval of the Acquisition, the Offer and related matters, for which Shareholder approval is being sought at the General Meeting.

Application Form means the application form attached to or accompanying this Prospectus relating to the Offer.

ASIC means Australian Securities & Investments Commission.

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

ASX Listing Rules means the official listing rules of ASX.

Board means the board of Directors as constituted from time to time.

Class A Performance Shares means Performance Shares that will convert to a Share on the achievement of Milestone 1 as set out in Section 13.8.

Class B Performance Shares means Performance Shares that will convert to a Share on the achievement of Milestone 2 as set out in Section 13.8.

Class C Performance Shares means Performance Shares that will convert to a Share on the achievement of Milestone 3 as set out in Section 13.8.

Class D Performance Shares means Performance Shares that will convert to a Share on the achievement of Milestone 4 as set out in Section 13.8.

Cleansing Offer means the offer of up to 1,000 Shares at an issue price of \$0.02 per Share to raise \$20 pursuant to this Prospectus as further described in Section 5.

Cleansing Offer Application Form means the application for attached to or accompanying this Prospectus relating to the Cleansing Offer.

Closing Date means the closing date of the Offer as set out in the indicative timetable on page i of this Prospectus (subject to the Company reserving the right to extend the Closing Date or close the Offer or Cleansing Offer early).

Cicero means Cicero Advisory Services Pty Ltd (ACN 166 321 393), an authorised representative of a licensed securities dealer (AFSL: 279099) (**Cicero**).

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

Completion means completion of the Acquisition in accordance with the terms of the Acquisition Agreement.

Consideration Options has the meaning given in Section 12.1(a).

Consideration Securities has the meaning given in Section 12.1(a).

Consideration Shares has the meaning given in Section 12.1(a).

Constitution means the constitution of the Company.

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

Directors means the directors of the Company at the date of this Prospectus.

Executive Securities has the meaning given in Section 12.1(e).

General Meeting means the meeting of Shareholders to be held on 26 April 2016 at which Shareholder approval is being sought for the Acquisition Resolutions.

Group means the Company and its subsidiaries.

Joint Lead Managers means 708 Capital and Cicero.

Notice of Meeting means the notice of meeting in relation to the General Meeting released by the Company to ASX on 24 March 2016.

Offer means the offer of Shares pursuant to this Prospectus as set out in Section 5 of up to 160,498,518 Shares at an issue price of \$0.02 per Share to raise up to \$3,209,970 (before costs).

Official List means the official list of ASX.

Official Quotation means official quotation by ASX in accordance with the ASX Listing Rules.

Option means an option to acquire a Share.

Optionholder means a holder of an Option.

Performance Shares means the performance shares with the terms and conditions set out in Section 13.8.

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

Proposed Director means Edward Clarke.

Prospectus means this prospectus.

Section means a section of this Prospectus.

Securities means all securities of the Company, including a Share, an Option or a Performance Share (as the context requires).

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

Shareholder means a holder of Shares.

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

Vendors has the meaning given in Section 4.1.

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