



**Mount Magnet South Limited
ACN 096 635 246
(to be renamed Impression Healthcare Limited)**

NOTICE OF GENERAL MEETING

**For the General Meeting of the Company to be held at the
Conference Suite, Level 9, St Martins Centre, 40 St Georges
Terrace, Perth, Western Australia, on 27 July 2016 at 9.00am
(WST)**

The Notice and the accompanying Explanatory Memorandum should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional adviser prior to voting.

Should you wish to discuss any matter please do not hesitate to contact the Company Secretary by telephone on +61 8 9217 2400.

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MOUNT MAGNET SOUTH LIMITED

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NOTICE OF GENERAL MEETING

Notice is hereby given that a general meeting of shareholders of Mount Magnet South Limited (**Company**) will be held at the Conference Suite, Level 9, St Martins Centre, 40 St Georges Terrace, Perth, Western Australia on 27 July 2016 at 9.00am (WST) (**Meeting**).

The Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form form part of the Notice.

The Directors have determined pursuant to regulations 7.11.37 and 7.11.38 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on 25 July 2016 at 9.00am (WST).

Terms and abbreviations used in the Notice and the Explanatory Memorandum will, unless the context requires otherwise, have the meaning given to them in Schedule 1.

AGENDA

1. Resolution 1 – Change to Nature and Scale of Activities

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

"That, subject to each of the other Acquisition Resolutions being passed, pursuant to and in accordance with Listing Rule 11.1.2 and for all other purposes, approval is given for the Company to make a significant change to the nature and scale of its activities resulting from the Acquisition on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast on this Resolution by a person who might obtain a benefit, except a benefit solely in the capacity as a Shareholder if the Resolution is passed, or an associate of that person.

However, the Company will not disregard a vote if:

- (a) it is cast by the person as proxy for a person who is entitled to vote, in accordance with directions on the Proxy Form; or
- (b) it is cast by the Chairperson as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

2. Resolution 2 – Consolidation of Capital

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

"That, subject to each of the other Acquisition Resolutions being passed, pursuant to and in accordance with section 254H of the Corporations Act, the Listing Rules, the Constitution and for all other purposes, approval is given for the Company to consolidate its issued capital on the basis that:

- (a) *every 20 Shares be consolidated into 1 Share;*
- (b) *all Options on issue be consolidated in accordance with Listing Rule 7.22.1; and*
- (c) *each Convertible Note be reorganised in accordance with Listing Rule 7.21,*

*and where this consolidation results in a fraction of a Share or Option being held, the Company be authorised to round that fraction up or down to the nearest whole number (**Consolidation**)."*

3. Resolution 3 – Issue of the Consideration Securities

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

"That, subject to each of the other Acquisition Resolutions being passed, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the Acquisition and the allotment and issue of:

- (a) *44,000,000 Shares (on a post-Consolidation basis) (**Consideration Shares**); and*
- (b) *40,000,004 Performance Shares (on a post-Consolidation basis),*

*(together, the **Consideration Securities**), as consideration for the Acquisition on the terms and conditions in the Explanatory Memorandum."*

Voting Exclusion

The Company will disregard any votes cast on this Resolution by the Gameday Vendors (and any of their associates) and any person who might obtain a benefit, except a benefit solely in the capacity as a Shareholder if the Resolution is passed, or an associate of that person.

However, the Company will not disregard a vote if:

- (a) it is cast by the person as proxy for a person who is entitled to vote, in accordance with directions on the Proxy Form; or
- (b) it is cast by the Chairperson as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

4. Resolution 4 – Creation of a New Class of Securities - Performance Shares

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

"That, subject to each of the other Acquisition Resolutions being passed, pursuant to and in accordance with section 246B(1) of the Corporations Act and article 2.1 of the Constitution and for all other purposes, the Company be authorised to create a new class of securities on the terms and conditions in Schedule 6 and in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast on this Resolution by a person who might obtain a benefit, except a benefit solely in the capacity as a Shareholder if the Resolution is passed, or an associate of that person.

However, the Company will not disregard a vote if:

- (a) it is cast by the person as proxy for a person who is entitled to vote, in accordance with directions on the Proxy Form; or
- (b) it is cast by the Chairperson as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

5. Resolution 5 – Issue of Noteholder Consideration Securities

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

*"That, subject to each of the other Acquisition Resolutions being passed, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 9,687,500 Shares (on a post-Consolidation basis) and 1,171,879 Noteholder Options (on a post-Consolidation basis) each with an exercise price of \$0.128 and an expiry date of 31 December 2018, (together, the **Noteholder Consideration Securities**) on the terms and conditions in the Explanatory Memorandum."*

Voting Exclusion

The Company will disregard any votes cast on this Resolution by a person who may participate in the issue of the Noteholder Consideration Securities and any person who might obtain a benefit except a benefit solely in the capacity as a Shareholder if the Resolution is passed, or an associate of that person.

However, the Company will not disregard a vote if:

- (a) it is cast by the person as proxy for a person who is entitled to vote, in accordance with directions on the Proxy Form; or
- (b) it is cast by the Chairperson as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

6. Resolution 6 – Issue of Capital Raising Shares

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

"That, subject to each of the other Acquisition Resolutions being passed, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the

*issue of up to 37,500,000 Shares to raise up to \$3,000,000 (before associated costs) (**Capital Raising Shares**) on the terms and conditions in the Explanatory Memorandum."*

Voting Exclusion

The Company will disregard any votes cast on this Resolution by a person who may participate in the proposed issue of Shares and a person who might obtain a benefit, except a benefit solely in the capacity as a Shareholder if the Resolution is passed, or an associate of that person.

However, the Company will not disregard a vote if:

- (a) it is cast by the person as proxy for a person who is entitled to vote, in accordance with directions on the Proxy Form; or
- (b) it is cast by the Chairperson as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

7. Resolution 7 – Issue of Advisor Shares

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

*"That, subject to each of the other Acquisition Resolutions being passed, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 450,000 Shares (on a post-Consolidation basis) to S3 Consortium Pty Ltd (or its nominees) (**Advisor Shares**) on the terms and conditions in the Explanatory Memorandum."*

Voting Exclusion

The Company will disregard any votes cast on this Resolution by S3 Consortium Pty Ltd (or any of its associates) and by a person who might obtain a benefit, except a benefit solely in the capacity as a Shareholder if the Resolution is passed, or an associate of that person.

However, the Company will not disregard a vote if:

- (a) it is cast by the person as proxy for a person who is entitled to vote, in accordance with directions on the Proxy Form; or
- (b) it is cast by the Chairperson as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

8. Resolution 8 – Grant of Lead Manager Options

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

"That, subject to each of the other Acquisition Resolutions being passed, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the grant of 7,500,000 Lead Manager Options (on a post-Consolidation basis) each with an exercise price of \$0.12 and an expiry date of 31 December 2018, to Somers and Partners Pty Ltd (or its nominees) at an issue price of \$0.0002 per Option (on a post-Consolidation basis) on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast on this Resolution by Somers and Partners Pty Ltd (or any of its associates) and by a person who might obtain a benefit, except a benefit solely in the capacity as a Shareholder if the Resolution is passed, or an associate of that person.

However, the Company will not disregard a vote if:

- (a) it is cast by the person as proxy for a person who is entitled to vote, in accordance with directions on the Proxy Form; or
- (b) it is cast by the Chairperson as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

9. Resolution 9 – Change of Company Name

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

"That, subject to each of the other Acquisition Resolutions being passed, pursuant to and in accordance with section 157(1)(a) of the Corporations Act and for all other purposes, Shareholders approve the change of the Company's name to "Impression Healthcare Limited" with effect from the date that ASIC alters the details of the Company's registration."

10. Resolution 10 – Appointment of Mr Alistair Blake as a Director

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

"That, subject to each of the other Acquisition Resolutions being passed and completion of the Acquisition, in accordance with article 6.7 of the Constitution and for all other purposes, with effect from completion of the Acquisition, Mr Alistair Blake, having been nominated and given his consent to act, be appointed as a Director."

11. Resolution 11 – Appointment of Mr Kelvin Smith as a Director

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

"That, subject to each of the other Acquisition Resolutions being passed and completion of the Acquisition, in accordance with article 6.7 of the Constitution and for all other purposes, with effect from completion of the Acquisition, Mr Kelvin Smith, having been nominated and given his consent to act, be appointed as a Director."

12. Resolution 12 – Appointment of Mr Mathew Weston as a Director

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

"That, subject to each of the other Acquisition Resolutions being passed and completion of the Acquisition, in accordance with article 6.7 of the Constitution and for all other purposes, with effect from completion of the Acquisition, Mr Mathew Weston, having been nominated and given his consent to act, be appointed as a Director."

13. Resolution 13 – Appointment of Mr John Worsfold as a Director

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

"That, subject to each of the other Acquisition Resolutions being passed and completion of the Acquisition, in accordance with article 6.7 of the Constitution and for all other purposes, with effect from completion of the Acquisition, Mr John Worsfold, having been nominated and given his consent to act, be appointed as a Director."

BY ORDER OF THE BOARD

Robert Marusco
Company Secretary
Dated: 21 June 2016

MOUNT MAGNET SOUTH LIMITED

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EXPLANATORY MEMORANDUM

1. Introduction

This Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at the Conference Suite, Level 9, St Martins Centre, 40 St Georges Terrace, Perth, Western Australia on 27 July 2016 at 9.00am (WST).

This Explanatory Memorandum should be read in conjunction with and forms part of the Notice. The purpose of this Explanatory Memorandum is to provide information to Shareholders in deciding whether or not to pass the Resolutions.

This Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolutions:

Section 2:	Action to be taken by Shareholders
Section 3:	Inter-Conditional Resolutions
Section 4:	Acquisition of Gameday International Pty Ltd
Section 5:	Resolution 1 – Change in Nature and Scale of Activities
Section 6:	Resolution 2 – Consolidation of Capital
Section 7:	Resolution 3 – Issue of Consideration Securities
Section 8:	Resolution 4 – Creation of a New Class of Securities - Performance Shares
Section 9:	Resolution 5 – Issue of Noteholder Consideration Securities
Section 10:	Resolution 6 – Issue of Capital Raising Shares
Section 11:	Resolution 7 – Issue of Advisor Shares
Section 12:	Resolution 8 – Grant of Lead Manager Options
Section 13:	Resolution 9 – Change of Company Name
Section 14:	Resolution 10 to 13 – Appointment of Directors – Messrs Blake, Smith, Weston and Worsfold
Schedule 1:	Definitions
Schedule 2:	Information on the Company's Historical and Existing Operations
Schedule 3:	Gameday Vendors
Schedule 4:	Gameday Noteholders
Schedule 5:	Risk Factors
Schedule 6:	Terms and Conditions of Performance Shares
Schedule 7:	Terms and Conditions of Convertible Note Options

Schedule 8: Terms and Conditions of Lead Manager Options

Schedule 9: Executive Service Agreements

A Proxy Form is located at the end of this Explanatory Memorandum.

2. Action to be taken by Shareholders

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

Shareholders should read the Notice and this Explanatory Memorandum carefully before deciding how to vote on the Resolution.

2.1 Proxies

A Proxy Form is enclosed with the Notice and this Explanatory Memorandum. This is to be used by Shareholders if they wish to appoint a representative (a "proxy") to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, sign and return the Proxy Form to the Company in accordance with the instructions detailed in the Proxy Form. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in person.

To vote by proxy, please complete and sign the enclosed Proxy Form and return it by:

- (a) post to:
Mount Magnet South Limited
C/- Security Transfer Registrars
Alexandrea House, Suite 1, 770 Canning Highway, Applecross WA 6153; or

Mount Magnet South Limited
C/- Security Transfer Registrars
PO Box 535, Applecross WA 6953.
- (b) facsimile to Security Transfer Registrars on facsimile number (+61 8) 9315 2233;
- (c) email to registrar@securitytransfer.com.au,

so that it is received not later than 9.00am (WST) on 25 July 2016. Proxy Forms received later than this time will be invalid.

Please note that:

- (a) a proxy need not be a Shareholder;
- (b) a Shareholder may appoint a body corporate or an individual as its proxy;
- (c) a body corporate appointed as a Shareholder's proxy may appoint an individual as its representative to exercise any of the powers that the body corporate may exercise as the Shareholder's proxy; and
- (d) Shareholders entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half of the votes.

If a Shareholder appoints a body corporate as its proxy and the body corporate wishes to appoint an individual as its representative, the body corporate should provide that person

with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that body corporate's representative. The authority may be sent to the Company or its share registry in advance of the Meeting or handed in at the Meeting when registering as a corporate representative.

3. Inter-Conditional Resolutions

The Acquisition Resolutions are inter-conditional, meaning that each of them will only take effect if the requisite majority of Shareholders' votes at the Meeting approve all of them. If any of the Acquisition Resolutions are not approved at the Meeting, none of the Acquisition Resolutions will take effect and the Acquisition and other matters contemplated by the Acquisition Resolutions will not be completed.

4. Acquisition of Gameday International Pty Ltd

4.1 Background

The Company is an Australian public company which has been listed on the Official List (current ASX code: MUM) since 23 May 2007. The Company's principal current activities are mineral exploration in Western Australia.

In November 2015, the Company completed the divestment of its interest in the Kirkalocka Gold Project (**KGP**), retaining four mineral exploration licences located in Western Australia. Since then, the Company has been actively pursuing investment opportunities, with a view to enhancing long term Shareholder value. The opportunities that have been considered by the Company have not been limited to the mineral exploration sector.

Following completion of the Acquisition (detailed below), the Company will seek to dispose of the remainder of its interests in the four tenements located near the KGP.

Refer to Schedule 2 for further details of the Company's historical and existing operations.

4.2 Acquisition of Gameday International Pty Ltd

As announced on 10 February 2016, the Company has entered into a share sale agreement with the majority shareholders of Gameday International Pty Ltd ACN 601 897 465 (**Gameday**) (each being a "**Majority Vendor**" as detailed in Part A of Schedule 3) (**Share Sale Agreement**) pursuant to which the Company agreed to:

- (a) acquire all of the shares in Gameday held by the Majority Vendors; and
- (b) make offers to each of the minority shareholders of Gameday (each being a "**Minority Vendor**" as detailed in Part B of Schedule 3) to acquire their shares in Gameday.

The Company subsequently made the offers referred to above and entered into share sale agreements with each of the Minority Vendors pursuant to which each Minority Vendor agreed to sell their shares in Gameday to the Company (**Minority Vendor Agreements**).

Subject to the satisfaction of certain conditions precedent (refer to Section 4.5), completion of the Share Sale Agreement and the Minority Vendor Agreements will result in the Company acquiring the entire issued share capital of Gameday (**Acquisition**).

4.3 Information on Gameday International Pty Ltd

(a) Overview of Gameday

Gameday is an Australian incorporated private company that was established in September 2014 and operates as a manufacturer and distributor of professionally made home-impression custom-fit mouthguards.

Gameday:

- (i) aims to disrupt the mouthguard market in Australia by enabling consumers to purchase custom made mouthguards in a more cost effective and convenient fashion than the traditional method of visiting a dental clinic;
- (ii) has developed a business plan whereby consumers are able to take an impression of their teeth at a time and place of their choosing (with an impression kit provided by Gameday), post the impression back to Gameday (in an original express post prepaid package provided by Gameday) and receive a custom-fit mouthguard within seven to ten days;
- (iii) produces a single product range which encompasses numerous product options, including design in the consumers' chosen colours and/or the inclusion of their name and telephone number; and
- (iv) utilises high quality imported raw material and the latest technology in the manufacture of its mouthguards under the direction of a registered dental prosthetist.

(b) Gameday's Business Model

Gameday's aim is to become a leading manufacturer and distributor of custom-fit mouthguards and complementary dental products (refer to Section 4.3(c)).

Gameday seeks to achieve this by:

- (i) offering a superior product using high quality imported raw materials and the latest technology at a comparable cost compared to traditional products;
- (ii) investing in its online presence to capture organic searches around mouthguard purchase by employing a multi-channel distribution strategy, with a particular focus on digital marketing and e-commerce;
- (iii) focusing on developing key relationships with sporting bodies and clubs in select regions such as the Western Australia Hockey Association, the Southern Football Netball League and Basketball New South Wales (refer to Section 4.3(g)); and
- (iv) generating additional revenue streams from other oral appliances, including teeth whitening solutions.

At present, Gameday produces a single product range and is focused on growing its revenue stream from manufacturing and distributing professionally made home-impression custom-fit mouthguard products.

(c) Gameday Products and Manufacturing Process

Gameday operates its business through its website www.gamedaymouthguards.com.au, where customers can either purchase custom-fit mouthguards through its website or via a Gameday representative (at marketing and sporting events). Gameday's mouthguards come in a variety of different colours and can be designed based on a customer's preference, including the option to laminate their name and phone number inside the mouthguard.

Following ordering of a custom-fit mouthguard, customers will be provided with Gameday's home impression kit which enables them to take their own impressions, when and where they wish. Customers are required to return these impressions to Gameday via pre-paid package (provided with the home impression kit).

Upon receipt of the customer's home impression kit:

- (i) each individual customer's specifications and requirements will be stored in a centralised system and barcoded with individual tracking and case numbers;
- (ii) the customer's impression will then be placed in a disinfectant solution cavex for a minimum of three minutes to eliminate exposure to bacterial and viral infections;
- (iii) after the customer's impression is disinfected, it is cast, using yellow stone, into a working model for the purpose of constructing a custom fitted mouthguard;
- (iv) the laboratory technicians will assess the dentition on the working model and if the customer is a child, the laboratory technician will block out any erupting adult teeth to create space for these adult teeth to grow;
- (v) once the laboratory technician is satisfied with the working model, it is coated with a sealant to prevent it from bonding to the mouthguard material while forming under heat and pressure (Gameday utilises ethylene vinyl acetate, a copolymer known for its elasticity and toughness, for its mouthguards);
- (vi) based on the customers preference, the appropriate colour combinations are placed into the Erkopress 300 TP-ci pressure forming machine which utilises a touchless temperature sensor for accurate determination of the actual thermoforming material temperature and has the advantage of vertical forming without delay for even foil thickness;
- (vii) following completion of the pressure forming over the working model, the laboratory technician will cut and trim the mouthguard, personalise the mouthguard, trim away any excess material and round off the edges of the mouthguard;
- (viii) the mouthguard is then articulated and treated by the laboratory technician to ensure that the indentations for the mandibular dentition sit evenly on the mouthguard; and
- (ix) as a final step, the mouthguard will be polished and disinfected before they are sent to the customer via express post.

All Gameday custom-fit mouthguards have a one year warranty with respect to manufacturing and material defects.

Following completion of the Acquisition, Gameday intends to investigate opportunities to offer customers other complementary products, including but not limited to:

- (i) teeth whitening solutions;
- (ii) dental splints;
- (iii) sleep apnoea appliances; and
- (iv) boil and bite orthodontic mouthguards.

(d) **Registered Intellectual Property**

On 7 May 2015, Gameday was granted an innovation patent for developing a "home impression technique" that utilises Gameday's home impression kit (refer to Section 4.3(c)). The home impression kit allows customers of Gameday to take an accurate dental impression of their own mouth, for the purpose of constructing custom-fit mouthguards that are to be manufactured at Gameday's dental laboratory located in Australia at Moorabbin, Victoria.

The innovation patent has been granted for 8 years, expiring on 20 April 2023, and is enforced by the Commissioner of Patents in accordance with the *Patents Act 1990* (Cth).

(e) **Current Status of Gameday's Business**

From July 2015 to May 2016, Gameday sold a total of 925 custom-fit mouthguards in Australia with 852 custom-fit mouthguards being sold between January 2016 to May 2016.

Gameday achieved the above result by:

- (i) re-designing its website to ensure better website functionality for customers;
- (ii) conducting a strategic digital campaign which aimed to enhance the overall organic search results of Gameday;
- (iii) conducting marketing campaigns with its strategic partners (sporting bodies and clubs). For instance, Gameday conducted an event driven marketing campaign with Western Australia Hockey Association and experienced approximately 50 custom-fit mouthguard sales per day during the week of the campaign; and
- (iv) connecting with new customers who have experienced the convenience and the cost savings associated with purchasing a Gameday custom-fit mouthguard.

At present, the minimum cost to purchase a Gameday custom-fit mouthguard is \$79.99.

Refer to Section 4.3(g) for further details regarding Gameday's target market and strategy.

(f) **Industry Overview**

Mouthguard providers in the mouthguard industry mainly produce and distribute over-the-counter boil & bite mouthguards, dentist custom-fit mouthguards and Do It Yourself (**DIY**) home-impression custom-fit mouthguards.

The difference between the different products are as follows:

- (i) over the counter boil & bite products are low cost and low-specification, readily available products that are typically produced as part of a range of sporting related products;
- (ii) dentist custom-fit mouthguards are high cost, high-specification and high-service products typically produced as part of a dental care service offering; and
- (iii) DIY custom-fit home-impression mouthguards are medium cost, high-specification and low-service DIY products typically produced as a standalone product.

Gameday aims to differentiate itself from its competitors by providing:

- (i) a better fitting premium product;
- (ii) cost savings compared to a dentist custom-fit mouthguard; and
- (iii) time savings and convenience to customers.

(g) **Gameday's Target Market & Strategy**

Gameday's target market for its home-impression custom-fit mouthguard product can broadly be defined as children and adults engaged in contact sport or recreational activities which may require a mouthguard.

Gameday's broad target market, defined as the 'whole of Australia', can be broken down by region, with a phased approach being adopted to the penetration of these respective regions.

Within Gameday's target market there are two distinct market segments, namely children up to 15 years of age playing sport (by far the larger segment in this target market) and the adult segment, being those over the age of 15 years.

Within these market segments Gameday has identified three distinct participants in the purchasing process, namely:

- (i) those influencing or encouraging the purchase;
- (ii) those making the purchasing decisions; and
- (iii) those using the product purchased.

Accordingly, Gameday has developed and tailored its marketing and distribution strategies in order to capture a wider target audience.

Gameday's key strategies to enhance its brand recognition and sales are as follows:

- (i) the establishment of key business referral and strategic partnerships with identified sporting bodies and clubs (detailed below);
- (ii) the establishment of appropriate representation on-the-ground in select regions (detailed below);
- (iii) the establishment of a marketing strategy with a focus on:
 - (A) Gameday's brand and product appeal
 - (B) public relations with an aim to raise awareness about the importance of wearing custom-fit mouthguards;
 - (C) advertising to the target market;
 - (D) online and digital marketing (detailed below); and
 - (E) competition with unique prizes such as an experience with athletes and coaches;
 - (F) a superior e-commerce capability via its website (detailed below); and
- (iv) the establishment of efficient low-cost product delivery systems.

Strategic Partnerships

Gameday has entered into the following strategic partnerships:

- (i) Western Australia Hockey Association - Gameday has entered into a 2 year strategic alliance arrangement with the Western Australia Hockey Association pursuant to which, Gameday will be offered, amongst others, the following sponsorship benefits:
 - (A) website branding;
 - (B) advertising in The Bulletin (Western Australia Hockey Association's electronic news), events, social media and newsletters; and
 - (C) hospitality benefits, such as the use of the Perth hockey stadium to promote Gameday's products and services.
- (ii) Southern Football Netball League - Gameday has entered into an exclusive partnership agreement with Southern Football Netball League pursuant to which, Gameday will be, amongst others:
 - (A) the exclusive mouthguard partner to Southern Football Netball League, which is comprised of 34 senior sporting clubs; and
 - (B) allowed to market its mouthguards to both senior and junior players registered with the sporting clubs affiliated with Southern Football Netball League clubs.
- (iii) Basketball New South Wales - Gameday has entered into an exclusive partnership agreement with Basketball New South Wales pursuant to which, Basketball New South Wales will, amongst others:

- (A) endorse, recommend and educate players on the benefits of wearing a mouthguard;
- (B) provide Gameday with a marketing platform each month to members on the Basketball New South Wales database; and
- (C) support and work with Gameday to promote its products.

Endorsements

Gameday is actively seeking to enter into endorsement arrangements with recognised sporting figures to appoint them as "Gameday Ambassadors" to promote Gameday's business.

Online and Digital Marketing Strategy

Gameday plans to further develop its website and e-commerce capability as a primary distribution channel to:

- (i) provide for a world-wide e-commerce on-line website with secured payment capabilities;
- (ii) provide for global delivery and postage; and
- (iii) provide for exceptional ease of understanding and use.

(h) **Regulatory Overview**

Gameday has taken the regulatory steps required for legal supply of their home impression kit, by ensuring that the product conforms to the requirements for quality, safety and effectiveness mandated by the Therapeutic Goods Administration (**TGA**), including but not limited to adhering to the essential principles for medical devices prescribed by the TGA.

Gameday's home impression kit was included in the Australian Register of Therapeutic Goods on 19 March 2016. In addition Gameday has made the required notification to the TGA of the supply of the custom-made mouthguards created from the home impression kits.

In addition to the TGA, Gameday complies with the following regulation:

- (i) the Dental Board of Australia; and
- (ii) Australian Health Practitioner Regulation Agency.

Refer to Gameday's website www.gamedaymouthguards.com.au for further details of Gameday and its product and business.

4.4 Consideration

The consideration payable by the Company for the Acquisition is the issue of an aggregate of 44,000,000 Shares (**Consideration Shares**) and 40,000,004 Performance Shares (being the "**Consideration Securities**" the subject of Resolution 3).

It is also proposed that the Company will issue, in respect to the Acquisition:

- (a) an aggregate of 9,687,500 Shares and 1,171,879 Noteholder Options (being the "**Noteholder Consideration Securities**" the subject of Resolution 5) to existing

holders of convertible notes in Gameday (each being a "**Gameday Noteholder**" as detailed in Schedule 4) in lieu of being issued Gameday Shares and options to acquire Gameday Shares (on conversion of the convertible notes in Gameday) or the right to be repaid the face value of the notes;

- (b) issue the 450,000 Shares to S3 Consortium Pty Ltd, Gameday's investor relations advisor (being the "**Advisor Shares**" the subject of Resolution 7) in lieu of Gameday issuing Gameday Shares as consideration for the provision of management services; and
- (c) grant the 7,500,000 Lead Manager Options to the Lead Manager in respect to the Capital Raising (the subject of Resolution 8), Capital Investment Partners Pty Ltd, in accordance with terms of a corporate advisory and capital raising mandate.

A summary of the key terms of the Acquisition, including the Remaining Conditions, are detailed in Section 4.5.

4.5 Conditions Precedent and Other Key Terms of the Share Sale Agreement

Completion of the Acquisition is subject to and conditional upon, amongst other things:

- (a) Shareholders approving Resolutions 1 to 13 (inclusive) (being all of the "**Acquisition Resolutions**");
- (b) the Company obtaining:
 - (i) all regulatory approvals in order to undertake the Acquisition, including with respect to Listing Rule Chapter 11 and other Listing Rule waivers (as required);
 - (ii) conditional approval from ASX for the reinstatement of the Shares to official quotation following completion of the Acquisition and the Company being satisfied (each acting reasonably) that the relevant conditions are capable of being satisfied;
- (c) the Company completing the Capital Raising (refer to Section 4.6);
- (d) the Company undertaking and completing the Consolidation (refer to Section 6);
- (e) the Company entering into an executive service agreement with Mr Blake; and
- (f) if required by the ASX, each of the Gameday Vendors and the Gameday Noteholders entering into escrow agreements in relation to all or part of the Securities to be issued to them (refer to Section 4.17).

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

The Share Sale Agreement provides for additional conditions precedent for completion of the Acquisition, each of which, as at the date of the Notice, have been satisfied.

Pursuant to the terms and conditions of the Share Sale Agreement:

- (a) the Share Sale Agreement and the Minority Vendor Agreements are interdependent such that completion of the Acquisition must occur at the same time and on the same date;

- (b) the Majority Vendors have provided warranties, covenants and indemnities, which are customary for a transaction of this nature; and
- (c) the Share Sale Agreement may be terminated by the Company and the Majority Vendors:
 - (i) by agreement in writing; or
 - (ii) where the conditions precedent (including the Remaining Conditions) have not been satisfied by 31 August 2016 or such other date as the parties agree.

4.6 Capital Raising

The Company is also proposing to undertake an equity capital raising to raise up to \$3,000,000 (before associated costs) (with \$2,000,000 being the proposed minimum amount to be raised) (**Capital Raising**).

Completion of the Capital Raising, will enable the Company to:

- (a) satisfy the requirements of Chapters 1 and 2 of the Listing Rules (refer to Section 5.3);
- (b) satisfy the applicable Remaining Condition detailed in Section 4.5; and
- (c) following completion of the Acquisition, progress the business objectives of Gameday.

Refer to Section 10 for further details of the Capital Raising and Section 4.11 for details of the proposed use of funds raised pursuant to the Capital Raising.

4.7 Board and Management Changes

The Board currently comprises:

- (a) Mr Alec Pismiris (Non-Executive Chairman);
- (b) Mr David Leavy (Non-Executive Director); and
- (c) Mr Michael Fennell (Non-Executive Director).

Subject to all of the Acquisition Resolutions being passed, at completion of the Acquisition:

- (a) Messrs Leavy and Fennell shall resign as Directors;
- (b) Mr Pismiris will remain as a Non-Executive Director;
- (c) Mr Kelvin Smith will be appointed as a non-Executive Chairman;
- (d) Mr Alistair Blake will be appointed as an Executive Director;
- (e) Mr Mathew Weston will be appointed as an Executive Director; and
- (f) Mr John Worsfold will be appointed as a Non-Executive Director.

Mr Weston has been appointed as Chief Executive Officer on an interim basis, pending completion of the Acquisition, following which, he will continue as Chief Executive Officer and join the Board (refer to the Company's ASX announcement dated 15 March 2016).

Refer to Section 14 for details of the background and experience of each of the proposed new Directors and Schedule 9 for details regarding the remuneration of Messrs Weston and Blake.

4.8 Pro forma statement of financial position

A pro forma consolidated statement of financial position of the Company following completion of the Acquisition and the Capital Raising (assuming a minimum of \$2,000,000 is raised) is detailed below:

	Mount Magnet Audited 31 December 2015 \$	Gameday Audited 31 December 2015 \$	Pro-forma adjustments \$	Pro-forma Statement of Financial Position \$
Assets				
Current assets				
Cash and cash equivalents	1,041,213	19,229	1,598,000	2,658,442
Trade and other receivables	7,991	19,712		27,703
Inventory	-	85,935		85,935
Other financial asset	52,359	-		52,359
Total current assets	1,101,563	124,876		2,824,439
Non-current assets				
Property, plant & equipment	-	37,441		37,441
Accumulated depreciation	-	(8,226)		(8,226)
Deferred exploration expenditure	18,215	-		18,215
Intangibles	-	61,810		61,810
Total non-current assets	18,215	91,025		109,240
Total assets	1,119,778	215,901		2,933,679
Liabilities				
Current liabilities				
Trade and other payables	161,788	52,536		214,324
Borrowings	404,450	289,000	689,000	4,450
Total current liabilities	566,238	341,536		218,774

Non-current liabilities				
Borrowings	357,435	-		357,435
Total non-current liabilities	357,435	-		357,435
Total liabilities	923,673	341,536		576,209
Net assets	196,105	(125,635)		2,357,470
Equity				
Issued capital	34,757,876	109,125	(27,245,237)	7,621,764
Reserves	3,472,513	-	(3,322,513)	150,000
Accumulated losses	(38,034,284)	(234,760)	32,854,750	(5,414,294)
Total equity	196,105	(125,635)		2,357,470

Assumptions adopted in compiling the Pro-forma Statement of Financial Position

The above Pro-forma Consolidated Statement of Financial Position has been prepared by adjusting the audited financial position as at 31 December 2015 for the Company adjustments as detailed below.

- A. Material events occurring subsequent to 31 December 2015:
1. The issue of the Gameday convertible notes to raise \$411,000.
 2. The repayment of \$400,000 to existing noteholder of the Company.
- B. Impact of Acquisition:
1. Completion of the minimum Capital Raise of \$2,000,000 via the issue of 25,000,000 Shares at an issue price of \$0.08 (post-Consolidation).
 2. Payment of \$263,000 being the estimated costs associated with Capital Raise and Acquisition.
 3. Payment of \$150,000 being a deposit for the acquisition of Gameday.
 4. Issue of 44,000,000 Consideration Shares at an issue price of \$0.08 (post-Consolidation) and elimination of Gameday equity and Gameday accumulated losses on consolidation.
 5. Repayment of \$400,000 to existing noteholders of the Company and issue of 9,687,500 Shares to Gameday Noteholders.
- C. The principles of reverse acquisition accounting have been applied and all intercompany balances have been eliminated.

4.9 Pro forma capital structure

The capital structure of the Company as at the date of the Notice (being prior to the passing of the Acquisition Resolutions, the completion of the Acquisition and the Consolidation) is as follows:

	Shares	Convertible Notes	Options
Existing issued Securities ¹	1,225,034,693		448,503,772 ²
Existing Convertible Notes	-	26,666,667 ³	-
Total	1,225,034,693	26,666,667	448,503,772

Notes:

1. Assumes no further Securities are issued prior to completion of the Acquisition.
2. Comprised of:
 - 358,503,772 listed Options exercisable at \$0.006 each on or before 31 December 2018; and
 - 90,000,000 unlisted Options exercisable at \$0.006 each on or before 31 December 2018;
3. Convertible Notes with a maturity date of 31 July 2017 and a right to convert to 66,666,667 Shares at a conversion price of \$0.006 per Share.

If all of the Acquisitions Resolutions are passed, upon the completion of the Acquisition and the Capital Raising, the proposed post-Consolidation capital structure of the Company will be as follows:

	Shares	Performance Shares	Convertible Notes	Options
Existing issued Securities ¹	61,251,735	-		22,425,189 ²
Existing Convertible Notes	-	-	26,666,667 ³	-
Consideration Securities (Resolution 3)	44,000,000	40,000,004	-	-
Noteholder Consideration Securities (Resolution 5)	9,687,500	-		1,171,879
Capital Raising Shares (Resolution 6):	37,500,000 ⁴	-	-	-
Advisor Shares (Resolution 7)	450,000	-	-	-
Lead Manager Options (Resolution 8)	-	-	-	7,500,000
Total	152,889,235	40,000,004	26,666,667	31,097,068

Notes:

1. Assumes no further Securities are issued prior to completion of the Acquisition, other than as detailed in the table.
2. Comprised of:
 - 17,925,188 listed Options exercisable at \$0.12 each on or before 31 December 2018; and
 - 4,500,000 unlisted Options exercisable at \$0.12 each on or before 31 December 2018.
3. Convertible Notes with a maturity date of 31 July 2017 and a right to convert to 3,333,333 Shares (post-Consolidation) at a conversion price of \$0.12 per Share.
4. Assumes the Company raises a maximum of \$3,000,000 at an issue price of \$0.08 per Share (being the minimum issue price per Share). It is noted that the Company intends to raise between \$2 million and \$3 million. Refer to Section 10 for further details.

4.10 Effect of the Acquisition on control and substantial Shareholders

As at the date of the Notice, the following persons had a relevant interest in 5% or more of the Shares on issue:

Name	Number of Shares	Percentage of Shares
UBS Wealth Management Aust Nom	157,726,481 (pre-Consolidation)	12.72%
Zero Nominees PL	65,115,602 (pre-Consolidation)	5.25%

Based on the information known at the date of the Notice, upon completion of the Acquisition, the following persons will have a relevant interest in 5% or more of the Shares on issue:

Name	Number of Shares	Percentage of Shares
Alistair Pty Ltd ¹	15,185,841 (post-Consolidation)	9.93% ²

1. An entity owned and controlled by Mr Alistair Blake (a proposed Director).
2. Assumes the Company raises a maximum of \$3,000,000 at an issue price of \$0.08 per Share and that no current Shareholder participates in the Capital Raising.

4.11 Proposed budget and intentions if the completion of the Acquisition occurs

The Company has current cash reserves of approximately \$300,000 as at the date of the Notice. Gameday has current cash reserves of approximately \$155,000 as at the date of the Notice.

In the event that the Remaining Conditions to the Acquisition are satisfied (including successful completion of the Capital Raising), the funds raised from the Capital Raising, together with the Company and Gameday's existing cash reserve will be used to:

- advance development of the Gameday business;
- meet the ongoing administration costs of the Company; and
- otherwise contribute to the working capital of the Company.

The Company intends to allocate the funds raised the Capital Raising and existing cash reserves of the Company and Gameday as follows:

Item	\$2,000,000 Raised (\$)	\$3,000,000 Raised (\$)
Cash position of the Company	300,000	300,000
Cash position of Gameday	155,000	155,000
Funds raised under the Capital Raising	2,000,000	3,000,000
Total Funds Available	2,455,000	3,455,000
Allocation of Funds¹		
Technology and Platform Development - technical consultants, equipment, software and enhancement costs relating to the operating platform and online systems	440,000	580,000
Research and Development - licencing and approvals, product development and research	180,000	300,000
Sales and Marketing - sales and marketing costs, website and e-commerce development, event driven marketing campaigns, marketing and public relations consultants and other associated marketing costs (including building business networks, strategic partnerships and alliances, and joint venture arrangements)	850,000	1,500,000
Corporate Management and Administration	504,000	504,000

Item	\$2,000,000 Raised (\$)	\$3,000,000 Raised (\$)
Working Capital	231,000	256,000
Costs associated with the Capital Raising and Acquisition	250,000	315,000
Total	2,455,000	3,455,000

1. The above table is a statement of the Board's intention as at the date of this Notice. However, Shareholders should note that, as with any budget, the allocation of funds detailed in the above table may change depending on a number of factors, including the outcome of operational and development activities, regulatory developments, market and general economic conditions. Consequently, the Board reserves the right to alter the way the funds are applied.

4.12 Indicative timetable

The following is an indicative timetable for, amongst other things, completion of the Acquisition and the Capital Raising.

Event	Indicative Date
Despatch of Notice	23 June 2016
Last day for lodgement of Proxy Form	25 July 2016 at 9.00am (WST)
Suspension of Shares from trading on the ASX	27 July 2016
Meeting	27 July 2016
Consolidation	27 July 2016
Lodgement of Prospectus with ASIC and ASX	1 August 2016
Capital Raising offer opens	8 August 2016
Capital Raising offer closes	5 September 2016
Completion of the Acquisition	12 September 2016
Satisfaction of Chapters 1 and 2 of the Listing Rules	15 September 2016
Expected date for reinstatement of the Company's securities to trading on the ASX	17 September 2016

*The above timetable is indicative only and subject to change. The Directors reserve the right to amend the timetable without notice and will keep Shareholders updated (via ASX announcements) on the timing of the completion of the Acquisition as it progresses.

4.13 Advantages of the Acquisition

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

- (a) the Acquisition represents a significant opportunity for the Company to increase the scale of its activities which should increase the number and size of the investor pool that may invest in the Shares. The Acquisition may also encourage new investors in the Company as a result of the Company pursuing a new strategic direction. This improvement in the attractiveness of an investment in the Company may lead to an increased liquidity of Shares and greater trading depth than currently experienced by Shareholders;
- (b) the Acquisition provides an opportunity for the Company to change its business focus to the business of Gameday, and therefore expose the Company to a growth industry and provide Shareholders with the opportunity to share in the future prospects of Gameday's business. The Directors consider that in the current market environment there is a greater likelihood of restoring Shareholder value by changing the nature of the Company's business to focus on development of a range of dental devices rather than remaining a junior mineral explorer;
- (c) the management team of Gameday have extensive experience and a proven track record within dental industry and is anticipated to provide the Company with a greater ability to raise funds and attract expertise;
- (d) the Company may be able to raise further funds at higher prices by way of share equity as a result of the Acquisition and may also be exposed to further debt and equity opportunities that it did not have prior to the Acquisition; and
- (e) no cash consideration is being paid for the Acquisition and part of the equity consideration (the Performance Shares) is subject to operational performance hurdles.

4.14 Disadvantages of the Acquisition

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

- (a) the Company will be changing the nature and scale of its activities to become a company focused on development of a range of dental devices, as referred to above, which may not be consistent with the objectives of all Shareholders;
- (b) the Acquisition and the Capital Raising will result in the issue of Shares to the Gameday Vendors and new investors, which will have a dilutionary effect on the holdings of Shareholders; and
- (c) there are inherent risks associated with the change in nature of the Company's activities. Some of these risks are summarised in Schedule 5. The Gameday business has a different risk and reward profile to that historically attributed to the Company, and this new risk profile may not suit all Shareholders.

4.15 Risk Factors

Shareholders should be aware that if the Acquisition Resolutions are approved and the Acquisition is completed, the Company will be changing the nature and scale of its activities which will result in it being subject to various risk factors (in addition to those that are presently applicable). Based on the information available, a non-exclusive list of these risk factors is detailed in Schedule 5.

4.16 Plans for the Company if the Acquisition Resolutions are not passed

If the Acquisition Resolutions are not passed and the Acquisition is not completed, the Company will continue exploration on its existing tenements and look for potential projects in order to continue to take the Company forward.

Following the sale of the KGP, ASX advised that it was of the opinion that the Company had little to no activities, and that the Company's level of operations were not sufficient to warrant the continued quotation of the entity's securities in accordance with Listing Rule 12.1.

The Company was afforded a period of six months to demonstrate to that it was compliant with Listing Rule 12.1. If the Company is not able to demonstrate compliance with this rule to the satisfaction of ASX by 10 June 2016, ASX could suspend the Company's securities from official quotation.

4.17 Restricted Securities

Chapter 9 of the Listing Rules prohibits holders of Restricted Securities from disposing of those securities or an interest in those securities, or agreeing to dispose of those securities or an interest in those securities for the relevant restriction periods.

If Shareholders approve all of the Acquisition Resolutions, ASX may, subject to the Company re-complying with Chapters 1 and 2 of the Listing Rules, classify certain Securities issued as part of the Acquisition as Restricted Securities and may require those Securities to be held in escrow for up to 24 months from the date the Securities are reinstated to trading on ASX. During the period which those Securities are prohibited from being transferred, trading in Shares may be less liquid which may affect a Shareholder's ability to dispose of their Shares in a timely manner.

4.18 Directors' interests in the Acquisition

None of the Company's existing Directors have any interest in the proposed Acquisition, other than as disclosed in the Notice.

4.19 Directors' recommendation

The Directors unanimously recommend the Acquisition (and the change in nature and scale of the Company's activities) and that Shareholders vote in favour of the Acquisition Resolutions.

4.20 Forward looking statements

The forward looking statements in this Explanatory Memorandum are based on the Company's current expectations about future events. They are, however, subject to known and unknown risks, uncertainties and assumptions, many of which are outside the control of the Company and the Directors, which could cause actual results, performance or achievements to differ materially from future results, performance or achievements expressed or implied by the forward looking statements in this Explanatory Memorandum. These risks include but are not limited to, the risks detailed in Schedule 5. Forward looking statements include those containing words such as 'anticipate', 'estimates', 'should', 'will', 'expects', 'plans' or similar expressions.

5. Resolution 1 – Change in Nature and Scale of Activities General

5.1 General

Resolution 1 seeks the approval of Shareholders for a change in the nature and scale of the Company's activities via the acquisition of 100% of the issued capital of Gameday.

A detailed description of the proposed Acquisition is outlined in Section 4 above.

Resolution 1 is an ordinary resolution.

Resolution 1 is subject to approval of the other Acquisition Resolutions.

The Chairman intends to exercise all available proxies in favour of Resolution 1.

5.2 Listing Rule 11.1

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

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

ASX has indicated to the Company that given the significant change in the nature and scale of the activities of the Company upon completion of the Acquisition, it requires the Company to:

- (a) obtain the approval of its Shareholders for the proposed change of activities; and;
- (b) re-comply with the admission requirements detailed in Chapters 1 and 2 of the Listing Rules.

For this reason, the Company is seeking Shareholder approval for the Company to change the nature and scale of its activities under Listing Rule 11.1.2 and pursuant to Listing Rule 11.1.3 in order to re-comply with Chapters 1 and 2 of the Listing Rules.

Trading of Shares will be suspended on the morning of the day of the Meeting. If Shareholders pass all of the Acquisition Resolutions, trading of Shares on ASX will be suspended until the Company satisfies the requirements of Chapters 1 and 2 of the Listing Rules in accordance with Listing Rule 11.1.3. It is anticipated that the re-quotations of the Company's securities will occur in mid September 2016 (refer to Section 4.12). If Shareholders do not approve all of the Acquisition Resolutions, trading of Shares on ASX will resume following the release of the results of the Meeting.

Details of the assets to be acquired by the Company and the proposed changes to the structure and operations of the Company are provided throughout this Explanatory Memorandum.

5.3 Guidance Note 12

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

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

For this reason, the Company is seeking Shareholder approval for the Company to issue Shares at the issue price of not less than \$0.08 per Share as part of the approvals sought under Listing Rule 11.1.2.

5.4 Listing Rule Waivers

Listing Rule 2.1 Condition 2 provides that the issue price or sale price of all securities for which an entity seeks quotation (except options) must be at least \$0.20. ASX has granted the Company a waiver from Listing Rule 2.1 Condition 2 to the extent necessary not to require the issue price of the Shares proposed to be issued pursuant to the Capital Raising to be at least \$0.20, on the condition that the issue price of Shares under the Capital Raising is not less than \$0.02 each and Shareholders approve the issue price (as contemplated in Resolution 6).

Listing Rule 1.1 Condition 11 provides that if an entity has options on issue, the exercise price for each underlying security must be at least \$0.20. The exercise price of the Noteholder Options and the Lead Manager Options to be issued to the Noteholders and the Lead Manager are \$0.128 and \$0.12 (on a post-Consolidation basis) respectively. ASX has granted the Company a waiver from Listing Rule 1.1 Condition 11.

Further, ASX Guidance Note 12 provides that if an entity is required to re-comply with Chapters 1 and 2 of the Listing Rules, ASX will not apply Listing Rule 1.1 Condition 11 in respect of the entity's existing options. The Company will not have to restructure its existing Options to increase their exercise price to at least \$0.20.

5.5 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 1.

6. Resolution 2 – Consolidation of Capital

6.1 General

Resolution 2 seeks Shareholder approval for the consolidation of Shares, Options and Convertible Notes on issue on a 1 for 20 basis (**Consolidation**).

The purpose of the Consolidation is to implement a more appropriate capital structure for the Company going forward and to seek to comply with relevant Listing Rules (as amended by waivers received from the ASX) as part of the re-quotation of the Shares on the ASX, should Shareholder approval be obtained for the Acquisition Resolutions.

The Directors intend to implement the Consolidation prior to completion of the Acquisition and prior to the proposed issue of:

- (a) Capital Raising Shares;
- (b) Noteholder Consideration Securities;
- (c) Advisor Shares; and
- (d) Lead Manager Options.

Resolution 2 is an ordinary resolution.

Resolution 2 is subject to approval of the other Acquisition Resolutions.

The Chairman intends to exercise all available proxies in favour of Resolution 2.

6.2 Corporations Act and Listing Rules requirements

Section 254H of the Corporations Act provides that a Company may, by resolution passed in a general meeting, convert all or any of its shares into a larger or smaller number.

The Listing Rules also require that the number of options on issue be consolidated in the same ratio as the ordinary shares and the exercise price of options be amended in inverse proportion to that ratio. Similarly, the number or the conversion price (or both) of convertible securities (other than options) must be reorganised so that the holders of the convertible securities do not receive a benefit that holders of ordinary securities do not receive.

6.3 Effect of Resolution 2 to Shareholders

As at the date of the Notice, the Company has 1,225,034,693 Shares on issue.

The Consolidation proposed by Resolution 2 will have the effect of reducing the number of shares on issue to approximately 61,251,735 Shares. Individual holdings will be reduced in accordance with the Consolidation ratio.

As the Consolidation applies equally to all members (subject only to the rounding of fractions), it will have no material effect on the percentage interest of each member in the Company. Further, the aggregate value of each member's proportional interest in the Company will not materially change solely as a result of the Consolidation as the only anticipated changes, which will be a result of rounding, will be immaterial.

Theoretically, the market price of each share following the Consolidation should increase by 20 times its current value. Practically, the actual effect on the market price of each share will be dependent upon on a number of factors which will not be within the control of the Company. Therefore, this may result in the market price of each share following Consolidation being higher or lower than the theoretical post-Consolidation price.

6.4 Effect of Resolution 2 to Optionholders

The Company currently has 448,503,772 Options on issue. In accordance with Listing Rule 7.22, and the terms of issue of the Options currently on issue, the Consolidation will

involve a corresponding adjustment to Options, having the effect that the number of Options will reduce in proportion to the ordinary share capital and the exercise price will increase in inverse proportion to the Consolidation ratio. For the avoidance of doubt, this means that every 20 Options exercisable at \$0.006 each will instead become a single Option exercisable at \$0.12.

6.5 Effect of Resolution 2 to Convertible Noteholders

The Company also currently has 26,666,667 Convertible Notes on issue. In accordance with Listing Rule 7.21, the Company may only undertake the Consolidation if, in respect of any convertible securities other than Options, the number of securities or the conversion price, or both, is reorganised so that the holders of the convertible securities will not receive a benefit that holders of ordinary shares do not receive. This rule does not prevent a rounding up of the number of securities to be received on conversion if the rounding up is approved at the meeting of Shareholders which approves the reorganisation.

Therefore, if this resolution is approved, every 20 Conversion Share Entitlements relating to Convertible Notes will be consolidated into 1 Conversion Share Entitlement.

6.6 Fractional entitlements

Not all Shareholders and holders of Options will hold a number of Shares or Options which can be evenly divided by 20. Where a fractional entitlement occurs, the Company will round the fraction up or down to the nearest whole number, with entitlements to less than half of a Share or Option rounded down.

6.7 Taxation

It is not considered that any taxation implications will arise for Shareholders or holders of Options from the Consolidation. However, Shareholders and holders of Options are advised to seek their own tax advice on the effect of the Consolidation. The Company, the Directors and the proposed Directors and their advisers do not accept any responsibility for the individual taxation implications arising from the Consolidation or the other proposed Resolutions.

6.8 Holding Statements

From the date of the Consolidation, all holding statements for previously quoted Shares will cease to have any effect, except as evidence of an entitlement to a certain number of Shares on a post Consolidation basis.

After the Consolidation becomes effective, the Company will arrange for new holding statements for Shares proposed to be quoted to be issued to holders of those Shares.

It is the responsibility of each Shareholder to check the number of Shares held prior to subsequent disposal.

6.9 Indicative Timetable

If the Acquisition Resolutions are passed, the Consolidation is proposed to take effect in accordance with the indicative timetable detailed in Section 4.12 of the Explanatory Memorandum.

6.10 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 2.

7. Resolution 3 – Issue of Consideration Securities

7.1 General

As outlined in Section 4.2, the Company is proposing to acquire the entire issued share capital of Gameday.

The Acquisition will be subject to the Remaining Conditions detailed in Section 4.5 above, including the requirement to obtain Shareholder approval. A detailed description of the Acquisition is outlined in Section 4.

Resolution 3 seeks Shareholder approval for the Acquisition and, in particular, Shareholder approval, pursuant to Listing Rule 7.1, for the issue of the following Consideration Securities:

- (a) 44,000,000 Shares (post-Consolidation); and
- (b) 40,000,004 Performance Shares (post-Consolidation),

to the Gameday Vendors in the proportions detailed in Schedule 3.

Resolution 3 is an ordinary resolution. Resolution 3 is subject to the approval of each of the other Acquisition Resolutions.

The Chairperson will cast all available proxies in favour of Resolution 3.

7.2 Listing Rule 7.1

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

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

7.3 Chapter 2E of the Corporations Act

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

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

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

The Directors consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the Consideration Securities to associates of the proposed Directors because the agreement to grant the Consideration Securities reached as part of the Share Sale Agreement is considered reasonable consideration for the Acquisition and was negotiated on an arm's length basis.

7.4 Technical information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the issue of the Consideration Securities (on a post Consolidation basis):

- (a) a maximum of:
 - (i) 44,000,000 Shares;
 - (ii) 20,000,002 Class A Performance Shares; and
 - (iii) 20,000,002 Class B Performance Shares.are to be issued as Consideration Securities;
- (b) the Consideration Securities will be issued no later than 3 months after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules);
- (c) the Consideration Securities are issued in consideration for the Gameday Vendors' Gameday Shares and will therefore be issued at an issue price of nil;
- (d) the Consideration Securities will be issued to the Gameday Vendors (in the proportions detailed in Schedule 3), none of whom are a related parties or associates of related parties of the Company, save for:
 - (i) Alistair Pty Ltd, an entity controlled by Mr Alistair Blake who is also a proposed Director; and
 - (ii) Mr John Worsfold, a proposed Director,who are both related parties to the Company by reason of the Acquisition and accordingly, the exception under Listing Rule 10.12 Exception 6 will apply;
- (e) the Consideration Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
- (f) the Class A Performance Shares and Class B Performance Shares will be issued on the terms and conditions in Schedule 6;
- (g) no funds will be raised from the issue of the Consideration Securities as they are to be issued in consideration for the Gameday Vendors' Gameday Shares;
- (h) it is intended that the Consideration Securities will be issued on the same date, being the date of completion of the Acquisition; and
- (i) a voting exclusion statement is included in the Notice.

7.5 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 3.

8. Resolution 4 – Creation of a New Class of Securities - Performance Shares

8.1 General

Resolution 4 seeks Shareholder approval for the Company to be authorised to issue the Performance Shares as a new class of securities.

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

Under article 2.1 of the Constitution and, subject to the Corporations Act, the Listing Rules and the Constitution, the Company may issue unissued shares in the Company on any terms, at any time and for any consideration as the Directors resolve.

Section 246B of the Corporations Act and article 2.6 of the Constitution provide that the rights attaching to a class of shares cannot be varied without:

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

Accordingly, the Company seeks approval from Shareholders for the issue of the Performance Shares as a new class of securities on the terms in Schedule 6.

Resolution 4 is a special resolution and therefore requires approval of 75% of the votes cast by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate Shareholder, by a corporate representative).

Resolution 4 is subject to the approval of the other Acquisition Resolutions.

The Chairman intends to exercise all available proxies in favour of Resolution 4.

8.2 Board recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 4.

9. Resolution 5 – Issue of Noteholder Consideration Securities

9.1 General

Resolution 5 seeks Shareholder approval the issue of the Noteholder Consideration Securities to the Gameday Noteholders, in the proportions detailed in Schedule 4.

Resolution 5 is an ordinary resolution.

Resolution 5 is subject to the approval of the other Acquisition Resolutions.

The Chairman intends to exercise all available proxies in favour of Resolution 5.

9.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is contained in Section 7.2 above.

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

9.3 Technical information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the issue of the Noteholder Consideration Securities (on a post Consolidation basis):

- (a) a maximum of 9,687,500 Shares and 1,171,879 Noteholder Options are to be issued as Noteholder Consideration Securities;
- (b) the Noteholder Consideration Securities will be issued no later than 3 months after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules);
- (c) the Noteholder Consideration Securities are issued in consideration for the Gameday Noteholders' convertible notes in Gameday and will therefore be issued at an issue price of nil;
- (d) the Noteholder Consideration Securities will be issued to the Gameday Noteholders, in the proportions detailed in Schedule 4, none of whom are a related party of the Company other than by reason of the Acquisition and accordingly, the exception under Listing Rule 10.12 Exception 6 will apply;
- (e) the Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares. The Noteholder Options each have an exercise price of \$0.128, an expiry date of 31 December 2018 and will be issued on the terms and conditions in Schedule 7;
- (f) no funds will be raised from the issue of the Noteholder Consideration Securities as they are to be issued in consideration for the Gameday Noteholders' convertible notes in Gameday. However, the issue of the Noteholder Consideration Securities will have the effect of removing a liability of \$700,000 from Gameday's and the combined entity's balance sheet;
- (g) it is intended that the Noteholder Consideration Securities will be issued on the same date, being the date of completion of the Acquisition; and
- (h) a voting exclusion statement is included in the Notice.

9.4 Board recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 5.

10. Resolution 6 – Issue of Capital Raising Shares

10.1 General

Resolution 6 seeks Shareholder approval for the issue of the Capital Raising Shares.

Resolution 6 is an ordinary resolution.

Resolution 6 is subject to the approval of the other Acquisition Resolutions.

The Chairman intends to exercise all available proxies in favour of Resolution 6.

10.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is contained in Section 7.2 above.

The effect of Resolution 6 will be to allow the Company to issue the Capital Raising Shares during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity.

10.3 Technical information required by Listing Rule 7.3

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

- (a) the maximum number of Shares to be issued is 37,500,000 Shares (based on a minimum issue price of \$0.08 per Share);
- (b) the Capital Raising Shares will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);
- (c) the issue price will be the greater of \$0.08 per Share (on a post-Consolidation basis) or the volume weighted average market price for Shares calculated over the last 5 days on which sales in the Shares are recorded before the date the prospectus, to be issued pursuant to the Capital Raising, is signed (with a maximum price of \$0.12 per Share);
- (d) the Capital Raising Shares are proposed to be issued to the public at the Board's discretion pursuant to a public offer by prospectus for the purpose of Listing Rule 1.1 condition 3. None of the subscribers for the Capital Raising will be related parties of the Company;
- (e) the Capital Raising Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (f) the Company's intended use of the funds raised from the issue of the Capital Raising Shares is detailed in Section 4.11 above;
- (g) it is intended that the Capital Raising Shares will be issued on the same date, being the date of completion of the Acquisition; and
- (h) a voting exclusion statement is included in the Notice.

10.4 Board recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 6.

11. Resolution 7 – Issue of Advisor Shares

11.1 General

Resolution 7 seeks Shareholder approval for the issue of the Advisor Shares to S3 Consortium Pty Ltd (or its nominees).

On 10 February 2016, Gameday appointed S3 Consortium Pty Ltd to provide full management of Gameday's online digital presence and online engagement of potential and current investors.

Resolution 7 is an ordinary resolution.

Resolution 7 is subject to the approval of the other Acquisition Resolutions.

The Chairman intends to exercise all available proxies in favour of Resolution 7.

11.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is contained in Section 7.2 above.

The effect of Resolution 7 will be to allow the Company to issue the Advisor Shares to S3 Consortium Pty Ltd (or its nominees) during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity.

11.3 Technical information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the issue of Shares to a consultant:

- (a) the maximum number of Shares to be issued to S3 Consortium Pty Ltd (or its nominees) will be 450,000 (post-Consolidation);
- (b) the Shares will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);
- (c) the Shares issued to S3 Consortium Pty Ltd (or its nominees) will be issued for nil cash consideration;
- (d) the Shares will be issued to S3 Consortium Pty Ltd (or its nominees) and is not a related party of the Company;
- (e) the Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (f) no funds will be raised from the issue of the Shares as they are to be issued in consideration for the provision of services under an agreement whereby S3 Consortium Pty Ltd will provide full management of the Company's online digital presence and online engagement of potential and current investors;
- (g) it is intended that the Shares will be issued on the same date, being the date of completion of the Acquisition; and
- (h) a voting exclusion statement is included in the Notice.

11.4 Board recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 7.

12. Resolution 8 – Grant of Lead Manager Options

12.1 General

Resolution 8 seeks Shareholder approval pursuant to Listing Rule 7.1 for the grant of Lead Manager Options to Somers and Partners Pty Ltd (or its nominees) (post Consolidation) in accordance with the terms and conditions of a Corporate Advisory and Capital Raising Mandate (**Mandate**).

Somers has been engaged as a corporate advisor to the acquisition of Gameday and the Lead Manager to the Capital Raising. Upon completion of the Acquisition and Capital Raising, Somers (or its nominees) will have the right, but not the obligation, to subscribe to 7,500,000 Options (post-Consolidation) at an issue price of \$0.0002 per Option.

Under the terms of the Mandate, Somers will provide the Company with the following services:

- (a) assist with due diligence investigations on Gameday;
- (b) marketing the Company to key capital market participants as required to complete the Capital Raising;
- (c) marketing the benefits and advantages of a the acquisition of Gameday;
- (e) assist with preparation of documentation required to gain shareholder approval, if required; and
- (f) assist with preparation of documentation required to complete the Capital Raising, if required.

Resolution 8 is an ordinary resolution.

Resolution 8 is subject to the approval of the other Acquisition Resolutions.

The Chairman intends to exercise all available proxies in favour of Resolution 8.

12.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is contained in Section 7.2 above.

The effect of Resolution 8 will be to allow the Company to issue the Lead Manager Options to Somers (or its nominees) during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity.

12.3 Technical information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the grant of Lead Manager Options:

- (a) the maximum number of Lead Manager Options to be granted to Somers (or its nominees) will be 7,500,000 (post-Consolidation);
- (b) the Lead Manager Options will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);

- (c) the issue price of the Lead Manager Options will be \$0.0002 per Option;
- (d) the Lead Manager Options will be granted to Somers (or its nominees) and is not a related party of the Company;
- (e) the Lead Manager Options each have an exercise price of \$0.12, an expiry date of 31 December 2018 and will be issued on the terms and conditions in Schedule 8;
- (f) \$1,500 will be raised from the issue of the Lead Manager Options;
- (g) it is intended that the Lead Manager Options will be issued on the same date, being the date of completion of the Acquisition; and
- (h) a voting exclusion statement is included in the Notice.

12.4 Board recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 8.

13. Resolution 9 – Change of Company Name

13.1 General

Section 157(1) of the Corporations Act provides that if a company wants to change its name it must pass a special resolution adopting a new name.

Resolution 9 seeks Shareholder approval for the change of the Company's name to "Impression Healthcare Limited".

The change of name will take effect from when ASIC alters the details of the Company's registration.

The proposed name has been reserved by the Company and if Resolution 9 is passed (along with the other Acquisition Resolutions), the Company will lodge a copy of the special resolution with ASIC following the Meeting in order to effect the change.

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

Resolution 9 is a special resolution and therefore requires approval of 75% of the votes cast by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate Shareholder, by a corporate representative).

Resolution 9 is subject to the approval of the other Acquisition Resolutions.

The Chairman intends to exercise all available proxies in favour of Resolution 9.

13.1 Board recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 9.

14. Resolutions 10 to 13 – Appointment of Directors – Messrs Blake, Smith, Weston and Worsfold

14.1 General

Pursuant to the Share Sale Agreement, at completion of the Acquisition it is proposed that Messrs Blake, Smith, Weston and Worsfold each be appointed as a Director.

Resolution:

- (a) 10 seeks approval for the appointment of Mr Blake as a Director;
- (b) 11 seeks approval for the appointment of Mr Smith as a Director;
- (c) 12 seeks approval for the appointment of Mr Weston as a Director; and
- (d) 13 seeks approval for the appointment of Mr Worsfold as a Director.

Article 6.7 of the Constitution provides that Shareholders may elect a person as a Director by a resolution passed in general meeting.

Resolutions 10 to 13 (inclusive) are ordinary resolutions and are subject to the approval of the other Acquisition Resolutions.

Each of the Directors have consented to act as a Director and it is proposed that their appointment will take effect from completion of the Acquisition.

The Chairman intends to exercise all available proxies in favour of Resolutions 10 to 13 (inclusive).

14.2 Details of Proposed Directors

The qualifications, skills and experience of Messrs Blake, Smith, Weston and Worsfold are as follows:

(a) **Mr Alistair Blake**

Mr Blake is a qualified dental prosthetist, having completed an Advanced Diploma of Dental Prosthetics at RMIT University. He has 16 years' experience in large scale commercial dental laboratories in Western Australia and Victoria, specialising in dental prosthetics. Mr Blake established denture innovations clinic and laboratory in 2009 which offered dentists and specialists services nationwide, resulting in the identification of a commercial opportunity within the Australian mouthguard market. Mr Blake is a member of the Australian Dental Prosthetist Association (ADPA).

The Board recognises that, as an executive Director, Mr Blake will not be an independent Director.

(b) **Mr Kelvin Smith**

Mr Smith is the managing director of MVP Financial and a Certified Practicing Accountant (CPA) with 25 years' experience in the corporate sector. Mr Smith has considerable management and external advisory experience in the small to medium-sized enterprise sector within the transport, warehousing and logistics sectors and the commercial and residential building industries. His areas of expertise include corporate advisory services, strategic planning,

financial management, income tax, business restructuring, risk management, mergers and acquisitions and general corporate finance advice.

The Board has considered Mr Smith's independence and considers that he is an independent Director.

(c) **Mr Mathew Weston**

Mr Weston has 20 years of experience in business and sport including in the National Basketball Association with the San Antonio Spurs and as a Technical Director for the Beijing 2008 Olympics. He has worked with some of the world's largest sporting brands on marketing and partnership, including managing Infront Sports & Media's exclusive commercial rights to the Chinese Basketball League. He has also managed the strategy of connecting the Chinese professional basketball league with grass root participants and government. Mr Weston recently delivered the change management program for a major United Kingdom company with over 8,000 staff in the health and wellbeing sector, guiding the company through a restructure and returning it back to a positive EBITDA position.

The Board recognises that, as an executive Director, Mr Weston will not be an independent Director.

(d) **Mr John Worsfold**

Mr Worsfold is the current head coach of the Essendon Football Club. His career in the Australian Football League spans 26 years including 12 years as a player at West Coast Eagles (8 years as captain), 2 years as assistant coach at Carlton to David Parkin and 12 years as senior coach of the West Coast Eagles. Mr Worsfold has been twice voted Australian Football League 'Coach of the Year' by his coaching peers. Mr Worsfold holds a degree in Pharmacy and was proprietor of Joondalup City Amcal Chemist for 10 years. He has completed INSEAD's Advanced Management Program and has undertaken intense personal development training over the last 10 years. Mr Worsfold has experience in changing the culture of organisations, developing and living a shared vision, leading and coaching teams, and developing short and long term strategies for organisations.

The Board has considered Mr Worsfold's independence and considers that he is an independent Director.

14.3 Board recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolutions 10 to 13 (inclusive).

Schedule 1 – Definitions and Interpretation

1. Definitions

In the Notice and this Explanatory Memorandum, unless the context otherwise requires:

Acquisition has the meaning given in Section 4.2.

Acquisition Resolutions means Resolutions 1 to 13 (inclusive).

Advisor Shares has the meaning given in Resolution 7.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ABN 98 008 624 691 and, where the context requires, the Australian Securities Exchange operated by ASX Limited.

Board means the board of Directors from time to time.

Capital Raising has the meaning given in Section 4.6.

Capital Raising Shares has the meaning given in Resolution 6.

Chairperson means the person appointed to chair the Meeting convened by the Notice.

Chief Executive Officer means chief executive officer of the Company.

Class A Performance Share has the meaning given in Schedule 6.

Class B Performance Share has the meaning given in Schedule 6.

Company means Mount Magnet South Limited ACN 096 635 246.

Consideration Securities has the meaning given in Resolution 3.

Consideration Shares has the meaning given in Resolution 3.

Constitution means the constitution of the Company.

Consolidation has the meaning given in Resolution 2.

Convertible Note means a convertible note in the Company with a face value of \$0.015 each, a maturity date of 31 July 2015 and a right to convert into Shares on a 1 for 1 basis.

Conversion Share Entitlement means Shares which existing holders of Convertible Notes would be entitled to receive upon the conversion of their Convertible Notes.

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

Dental Devices means dental devices including custom-fit laminated mouthguards, dental splints, sleep apnoea devices and teeth whitening devices.

Director means any director of the Company and **Directors** means all of them.

EBITDA means earnings before interest, taxes, depreciation and amortisation.

Explanatory Memorandum means this explanatory memorandum.

Gameday means Gameday International Pty Ltd ACN 601 897 465.

Gameday Noteholder means a holder of a Gameday convertible note detailed in Schedule 4.

Gameday Shares means fully paid ordinary shares in the capital of Gameday.

Gameday Vendor means a holder of a Gameday Share, as detailed in Schedule 3.

Key Management Personnel means persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise).

KGP has the meaning given in Section 4.1.

Lead Manager and Somers means Somers and Partners Pty Ltd (AFSL no. 403684).

Lead Manager Options means the Options to be granted pursuant to Resolution 8 having the terms and conditions detailed in Schedule 8.

Listing Rules means the official listing rules of the ASX (as amended from time to time).

Majority Vendor means each of the parties identified in Schedule 3.

Mandate has the meaning given in Section 12.1.

Meeting has the meaning given in the introductory paragraph of the Notice.

Minority Vendor means each of the parties identified in Schedule 3.

Minority Vendor Agreements has the meaning given in Section 4.2.

Noteholder Consideration Securities means the issue of securities pursuant to Resolution 5.

Noteholder Options means the Options to be issued pursuant to Resolution 5 having the terms and conditions detailed in Schedule 7.

Notice means the notice convening the Meeting and includes the agenda, Explanatory Memorandum and the Proxy Form.

Official List means the official list of the ASX.

Option means an option to acquire a Share.

Performance Share means a performance share convertible into a Share having the terms and conditions detailed in Schedule 6.

Proxy Form means the proxy form attached to the Notice.

Remaining Conditions has the meaning given in Section 4.5.

Resolution means any resolution detailed in the Notice as the context requires.

Restricted Securities has the meaning defined in the Listing Rules.

Schedule means a schedule to this Explanatory Memorandum.

Section means a section of this Explanatory Memorandum.

Securities means any Shares, Options, Performance Shares or Convertible Notes issued by the Company.

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

Share Sale Agreement has the meaning given in Section 4.2.

Shareholder means a registered holder of a Share.

TGA has the meaning given in Section 4.3(h).

WST means Western Standard Time, being the time in Perth, Western Australia.

2. Interpretation

In the Notice and this Explanatory Memorandum, headings and words in bold are for convenience only and do not affect the interpretation of the Notice and this Explanatory Memorandum and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in the Notice or this Explanatory Memorandum have a corresponding meaning;
- (d) a term not specifically defined has the meaning given to it (if any) in the Corporations Act;
- (e) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (f) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (g) a reference to a body (including, without limitation, an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (h) “**include**” and “**including**” are not words of limitation; and
- (i) “**\$**” is a reference to Australian currency.

Schedule 2 – Information on Company's Historical and Current Business

Between 2011 and 2012, the Company completed a feasibility study program to test the viability of recommencing operations at the Kirkalocka Gold Project (**KGP**), commenced negotiations to secure debt financing and completed a number of drill programs which identified additional oxide, supergene and primary gold mineralisation. However, as a consequence of a significant fall in the gold price in June 2013, the Board concluded that the development in the short term was not in the best interests of the Company and Shareholders and the KGP was placed in care and maintenance. In August 2013, the Company's project team completed an update on the KGP's optimised feasibility study.

On 25 March 2015, the Company entered into a conditional binding agreement with Ozchina Enterprises Pty Ltd (**Ozchina**) (**Ozchina Agreement**), whereby Ozchina agreed to acquire the assets which collectively comprised the KGP and included the following:

- (a) the mining tenements comprising the KGP;
- (b) all mining information in the possession of the Company relating in any way to the KGP and tenements being acquired;
- (c) all moveable and immovable assets owned by the Company located at the Kirkalocka operation on mining leases M59/233 and M59/234, including the processing plant, buildings and other infrastructure (including the camp and airstrip) (**Kirkalocka Plant**); and
- (d) other assets owned by the Company associated with and required for the Kirkalocka Plant and the KGP.

The purchase price for the acquisition of the KGP comprised a cash payment of \$1,700,000 (exclusive of GST) and the assumption of a liability to pay a contingent amount arising under the original asset sale agreement with Equigold Pty Ltd (**Equigold Agreement**), as a result of the disposal of the Kirkalocka Plant.

On 12 June 2015, the Company announced that Ozchina had completed its technical, legal and financial due diligence queries to its satisfaction. Ozchina further agreed to waive a condition precedent requiring the Company to negotiate a deferral of a contingent amount due under the Equigold Agreement, thus satisfying two conditions precedent under the Ozchina Agreement.

The Company agreed to a request by Ozchina to assign its rights and obligations under the Offer to Minjar Gold Pty Ltd (**Minjar**). Minjar, a wholly owned subsidiary of Shandong Tianye Home Co, was incorporated in June 2013 and owns and operates the Minjar Gold Mine, 550 kilometres North-East from Perth.

On 14 July 2015, the Company advised that the formal sale and purchase agreements comprising of a plant sale agreement and tenement sale agreement for the sale of the KGP had been executed with Minjar.

Following Shareholder approval for the sale of the KGP to Minjar, the sale was completed on 17 November 2015, with the Company receiving funds of \$1,861,825 (inclusive of GST).

The Company retains ownership of tenements E59/1778, E59/1962, E59/1361 and E59/2129 which are known to host significant iron mineralisation. All gold rights associated with these tenements have been granted to Minjar.

Schedule 3 – Gameday Vendors

Shareholder	Number of Gameday Shares	Pre-Consolidation			Post-Consolidation		
		Number of Consideration Shares	Number of Class A Performance Shares	Number of Class B Performance Shares	Number of Consideration Shares	Number of Class A Performance Shares	Number of Class B Performance Shares
Part A - Majority Vendor							
Alistair Pty Ltd	39,000,000	303,716,811	138,053,096	138,053,096	15,185,841	6,902,655	6,902,655
Gorb Pty Ltd	18,000,000	140,176,990	63,716,814	63,716,814	7,008,850	3,185,841	3,185,841
Webstar Group International Pty Ltd	9,250,000	72,035,398	32,743,363	32,743,363	3,601,770	1,637,168	1,637,168
Part B - Minority Vendor							
Maria Helen Smith	6,750,000	52,566,371	23,893,805	23,893,805	2,628,319	1,194,690	1,194,690
Gurney Capital Nominees Pty Ltd	5,000,000	38,938,053	17,699,115	17,699,115	1,946,903	884,956	884,956
Tranaj Nominees Pty Ltd	5,000,000	38,938,053	17,699,115	17,699,115	1,946,903	884,956	884,956
Hudcon Investments Pty Ltd	4,500,000	35,044,248	15,929,203	15,929,203	1,752,212	796,460	796,460
John Richard Worsfold	4,500,000	35,044,248	15,929,203	15,929,203	1,752,212	796,460	796,460
LTJ Investments Pty Ltd	3,625,000	28,230,088	12,831,858	12,831,858	1,411,504	641,593	641,593
Alitime Nominees Pty Ltd	3,500,000	27,256,637	12,389,380	12,389,380	1,362,832	619,469	619,469
Wow It's a Log Pty Ltd	2,625,000	20,442,478	9,292,035	9,292,035	1,022,124	464,602	464,602

Shareholder	Number of Gameday Shares	Pre-Consolidation			Post-Consolidation		
		Number of Consideration Shares	Number of Class A Performance Shares	Number of Class B Performance Shares	Number of Consideration Shares	Number of Class A Performance Shares	Number of Class B Performance Shares
Solequest Pty Ltd	2,500,000	19,469,026	8,849,557	8,849,557	973,451	442,478	442,478
Candice Peta Castledine	2,500,000	19,469,026	8,849,557	8,849,557	973,451	442,478	442,478
Blackwall Investments Pty Ltd	2,125,000	16,548,672	7,522,124	7,522,124	827,434	376,106	376,106
Beretta Nickel Pty Ltd	2,125,000	16,548,672	7,522,124	7,522,124	827,434	376,106	376,106
Northern Star Nominees Pty Ltd	500,000	3,893,806	1,769,911	1,769,911	194,690	88,496	88,496
Southern Forest Wines Pty Ltd	500,000	3,893,805	1,769,912	1,769,912	194,690	88,496	88,496
Hitmaster Pty Ltd	500,000	3,893,805	1,769,912	1,769,912	194,690	88,496	88,496
ACI Costello Pty Ltd	500,000	3,893,805	1,769,912	1,769,912	194,690	88,496	88,496
South West Investment Holdings Pty Ltd	1	8	4	4	0	0	0
Total	113,000,001	880,000,000	400,000,000	400,000,000	44,000,000	20,000,002	20,000,002

Schedule 4 – Gameday Noteholders

Noteholder	Number of Notes	Pre-Consolidation		Post-Consolidation	
		Number of Noteholder Shares	Number of Noteholder Options	Number of Noteholder Shares	Number of Noteholder Options
Goldshore Investments Pty Ltd	250	7,812,500	1,953,125	390,625	97656
Tri-Nation Holdings Pty Ltd	100	3,125,000	781,250	156,250	39,063
Meriwa Street Pty Ltd	400	12,500,000	3,125,000	625,000	156,250
Paul Damian Conboy	360	11,250,000	2,812,500	562,500	140,625
Paul Ivan Anthony Tonich & Suzanna Joanna Tonich	100	3,125,000	781,250	156,250	39,063
Chillimia Pty Ltd	200	6,250,000	1,562,500	312,500	78,125
Swel Consulting Pty Ltd	100	3,125,000	781,250	156,250	39,063
Denis Vincent McInerney	200	6,250,000	1,562,500	312,500	78,125
Hudcon Investments Pty Ltd	120	3,750,000	937,500	187,500	46,875
Always Pty Ltd	200	6,250,000	1,562,500	312,500	78,125
Cardrona Energy Pty Ltd	100	3,125,000	781,250	156,250	39,063
Raymond Ernest Stevenson	60	1,875,000	468,750	93,750	23,438
Pamela Christine Neesham	120	3,750,000	937,500	187,500	46,875
Susan Mary Abreu Correia	120	3,750,000	937,500	187,500	46,875
Michael Charles Mann <Pharmann A/C>	100	3,125,000	781,250	156,250	39,063
Jerome Blake	60	1,875,000	468,750	93,750	23,438
Michael Charles Mann <Saintly A/C>	110	3,437,500	859,375	171,875	42,969

Whitehead Pty Ltd	100	3,125,000	781,250	156,250	39,063
LTJ Investments Pty Ltd	200	6,250,000	1,562,500	312,500	78,125
David Brian Argyle	2,000	50,000,000	-	2,500,000	-
HATZ Investments Pty Ltd	1,000	25,000,000	-	1,250,000	-
Slade Technologies Pty Ltd <Embrey Family Superfund A/C>	250	6,250,000	-	312,500	-
Ekirtson Nominees Pty Ltd <GFCR Investment A/C>	500	12,500,000	-	625,000	-
Guina Nominees Pty Ltd <The Byass Super Fund A/C>	100	2,500,000	-	125,000	-
Mr Brian Peter Byass	150	3,750,000	-	187,500	-
Total	7,000	193,750,000	23,437,500	9,687,500	1,171,879

Schedule 5 – Risk Factors

Shareholders should be aware that if the proposed Acquisition is approved, the Company will be changing the nature and scale of its activities. Based on the information available, a non-exhaustive list of risk factors are as follows:

Specific Risks

(a) **Conditional Acquisition and Re-compliance with Chapters 1 and 2 of the Listing Rules**

As part of the Company's change in nature and scale of activities, ASX will require the Company to re-comply with Chapters 1 and 2 of the Listing Rules. A prospectus will be issued to assist the Company to re-comply with these requirements. The Shares will be suspended on the morning of the day of the Meeting. It is anticipated that the Shares will remain suspended until completion of the Capital Raising, completion of the Acquisition, re-compliance by the Company with Chapters 1 and 2 of the 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 the Shares will consequently remain suspended from quotation.

(b) **A new business in a developing market**

There are many risks associated with establishing any new business. There may be unforeseen difficulties, delays or expenses in developing the business.

There can be no assurance that Gameday's products will be successful in the market or that Gameday will receive significant revenues from the sale of its products or services. Unexpected expenses or downward pressure on the prices Gameday charges could result in the production of the Gameday mouthguards being uneconomic.

(c) **Limited operating history**

Gameday has a limited operating history and the potential of its business model is unproven. Like many companies at this stage we have not reached commercial viability.

Accordingly, given Gameday's limited trading history and given that its business is largely unproven, it is difficult to make an evaluation of Gameday's business or its prospects. No assurances can be given that the Company will achieve commercial viability through the successful implementation of its business plans.

(d) **Failure to increase transaction volumes, customers or establish its brand**

Gameday is currently in the early stages of establishing its presence in the Australian market and its ability to profitably scale its business is heavily reliant on increases in transaction volumes and its customer base to increase revenue and profits.

If the Company fails to retain Gameday's existing customers and add new customers the Company's revenue, financial results and business may be significantly harmed. The size of the Company's customer base is critical to its success and its financial performance will continue to be significantly determined by its success in adding, retaining and engaging existing customers. If customers or potential customers do not perceive Gameday's products to be reliable and trustworthy, the Company may not be able to attract or retain customers.

Following completion of the Acquisition, the Company intends to continue with the commercialisation of Gameday's products by focusing on brand development, sales and marketing. By its nature, there is no guarantee that the Company's brand development, sales and marketing campaign will be successful. In the event that it is not, this may materially and adversely impact Gameday's ability to achieve economies of scale and therefore adversely impact Gameday's ability to improve its future profitability.

(e) **Manufacturing**

Gameday intends to develop volume production methods to increase the production rate and reduce the manufactured cost of Gameday mouthguards. If this is not possible, there is a risk that the Company will be constrained to a level of production which may adversely affect its profitability.

(f) **Operational risk**

The Company's operations may be affected by various factors including:

- (i) unanticipated operational and technical difficulties encountered;
- (ii) failure of operating equipment, fire, accidents, industrial disputes;
- (iii) risk that development and operating costs prove to be greater than expected;
- (iv) failure to achieve market penetration; and
- (v) prevention and/or restriction of market penetration through the inability to obtain consents and approvals.

(g) **Intellectual property and patent protection**

The Gameday mouthguard is protected by a number of patents and Gameday intends to build on those patents where necessary. Similarly, the Company will monitor new patent applications worldwide.

The advice of Gameday's patent attorneys is that no assurance can be given as to the absolute validity of any patent application or granted patent and that an invalid patent cannot be enforced.

(h) **Reliance on key management personnel**

The Company's business strategy, upon completion of the Acquisition, will be implemented by the Board and the management team led by Mr Mathew Weston and Mr Alistair Blake. The Company's success will depend on the continued performance, efforts, abilities and expertise of its key management personnel, as well as other management and technical personnel engaged on a contractual basis. The loss of services of any of its key management personnel and the Company's inability to replace them could have a material adverse impact on the Company's ability to successfully implement the Company's business strategy.

There is no guarantee that the Company will be able to attract and retain suitably qualified personnel, and a failure to do so could materially and adversely affect the Company's business, operating results and financial prospects including its ability to grow.

(i) **New product development and technology risk**

Gameday's business is reliant upon certain technologies and upon the successful commercialisation of its products. The Company is confident that Gameday's products and services offer a unique offering in the Australian and global marketplace. However, there is a risk that as dental products continue to develop in the dental industry, there may be certain product developments that supersede, and render obsolete, Gameday's products and services. This will adversely affect the Company's financial performance and position and the value of the Securities.

(j) **Costs of acquiring new sales**

Due to the often lengthy sales cycle, significant sales and marketing expenses are incurred in acquiring new sales. There can be no guarantee that the expenditure committed and incurred for the purpose acquiring new sales will actually result in new sales. Further, revenue generated from a new sale may not exceed the actual cost of acquiring the sale. The failure to recover costs incurred in acquiring new sales has the potential to adversely affect the Company's financial position and performance.

(k) **Ability to manage growth effectively**

The Company will need to expand its operations if the Company successfully achieves market acceptance for Gameday's products and services. The Company cannot be certain that its systems, procedures, controls and existing space will be adequate to support expansion of its operations. The Company's future operating results will depend on the ability of its officers and key employees to manage changing business conditions and to implement and improve its technical, administrative, financial control and reporting systems. The Company may not be able to expand and upgrade its systems and infrastructure to accommodate these increases. Difficulties in managing any future growth, including as a result of the Acquisition, could have a significant negative impact on the Company's business, financial condition and results of operations.

(l) **Ability to establish and maintain additional strategic relationships**

To be successful, the Company must continue to maintain Gameday's existing strategic relationships and establish additional strategic relationships with sporting bodies, clubs and leaders in healthcare and dental care. This is critical to the Company's success because the Company believes that these relationships contribute towards its ability to:

- (i) extend the reach of Gameday's products and services to a larger number of physicians and hospitals and to other participants in the healthcare and dental care industry;
- (ii) extend the reach of Gameday's products and services to members of sporting bodies and clubs;
- (iii) develop and deploy new products and services;
- (iv) further enhance the "Gameday" brand; and
- (v) generate additional revenue and cash flows.

(m) **Intellectual Property**

The Company's business plan is predicated on Gameday's proprietary systems and technology products. Accordingly, Gameday's trademarks, trade names, copy rights, trade secrets and other intellectual property rights are important to its success and unauthorised use of any of Gameday's intellectual property rights may adversely affect the Company's business and the Company's and Gameday's reputation. There can be no assurances that the Company or Gameday will be able to:

- (i) register or protect new intellectual property it develops in the future; or
- (ii) prevent the unauthorised use of its intellectual property.

Failure to adequately protect Gameday's intellectual property rights could adversely affect the Company's financial performance and condition.

(n) **Competition**

The Company will be subject to competition from other operators in the healthcare and dental care industry internationally and domestically. A number of factors, including any one or more of the following, could increase the market share of any of those competitors relative to the Company's share and materially affect the Company's financial performance and position:

- (i) acquiring or developing technologies which give them a competitive advantage;
- (ii) lowering prices;
- (iii) increasing scale or range of products or services; or
- (iv) undertaking strategic moves to combine or consolidate their business.

(o) **Insurance**

The Company faces various risks in connection with Gameday and may lack adequate insurance coverage. Gameday maintains insurance coverage for professional indemnity, public and product liability, directors' and officers' liability, travel, management liability and office insurance. While the Company will endeavour to maintain appropriate insurances, including in relation to the Gameday Business, there is no guarantee that such insurance will be available to the Company at economically viable premiums (or, potentially, at all). Further, if there is a claim, there can be no guarantee that the level of insurance held by the Company or Gameday will be sufficient.

If the Company incurs substantial losses or liabilities, including in relation to the Gameday Business, and the insurance coverage is unavailable or inadequate to cover such losses or liabilities, the Company's financial position and financial performance may be adversely affected.

(p) **Liability claims**

Gameday's business may be exposed to liability claims if its products or services are faulty or cause harm to its customers. The Company may have to expend significant financial and managerial resources to defend against such claims. If a successful claim is made against the Company or Gameday, the Company or Gameday (as the case may be) may be fined or sanctioned and its reputation and brand may be negatively impacted. This could adversely affect the Company's financial performance, operations and prospects.

(q) **Compliance with laws, regulations and industry compliance standards**

Gameday is subject to a range of legal and industry compliance requirements that are constantly changing. This includes the Dental Board of Australia, the Australian Health Practitioner Regulation Agency and the Therapeutic Goods Administration.

In addition, there is potential that Gameday may become subject to additional legal or regulatory requirements if its business, operations, strategy or geographic reach expand in the future.

There is a risk that additional or changed legal, regulatory or licensing requirements, and industry compliance standards, may make it uneconomic for Gameday to continue to operate, or to expand in accordance with its strategy. This may materially and adversely impact Gameday's revenue and profitability, including by preventing its business from reaching sufficient scale.

There is also a risk that if Gameday fails to comply with these laws, regulations and industry compliance standards, this may result in significantly increased compliance costs, cessation of certain business activities or the ability to conduct business, litigation or regulatory enquiry or investigation and significant reputational damage.

(r) **Brand Name Risk**

The "Gameday" brand is a key aspect of the business and the growth of Gameday's business is dependent on market awareness of its brand. The "Gameday" reputation and value of the brand may be adversely affected by a number of factors including (but not limited to) disputes or litigation with third parties and adverse media coverage (including social media). Erosion in the "Gameday" reputation or value of the brand may adversely affect the Company's financial performance or position.

(s) **Future capital needs**

The future capital requirements of the Company will depend on many factors including its business development activities. The Company believes that its available cash, following completion of Gameday, and including the proceeds of the Public Offer should be adequate to fund its business activities in the short term as stated in the Notice.

Should the Company require additional funding, there can be no assurance that additional financing (whether debt or equity) will be available, either on acceptable terms or at all. Any inability to obtain additional funding, if required, would have a material adverse effect on the Company's business and its financial condition and performance.

General risks

(a) **Additional requirements for capital**

The funds raised under the Capital Raising are considered sufficient to meet the immediate objectives of the Company. Additional funding may be required in the event costs exceed the Company's estimates and to effectively implement its business and operations plans in the future (including in relation to Gameday) to take advantage of opportunities for acquisitions, joint ventures or other business opportunities, and to meet any unanticipated liabilities or expenses, which the Company may incur. If such events occur, additional financing will be required.

The Company may seek to raise further funds through equity or debt financing, joint ventures, licensing arrangements, production sharing arrangements or other means. Failure to obtain sufficient financing for the Company's activities and future projects may result in delay and indefinite postponement of their activities and potential research and

development programs. There can be no assurance that additional finance will be available when needed or, if available, the terms of the financing might not be favourable to the Company and might involve substantial dilution to Shareholders.

(b) **Economic risks**

General economic conditions, introduction of tax reform, new legislation, movements in interest and inflation rates and currency exchange rates may have an adverse effect on the Company's business activities and potential research and development programmes, as well as on their ability to fund those activities.

(c) **Insurance risks**

The Company intends to insure its operations and those of Gameday (as required) in accordance with industry practice. However, in certain circumstances, such insurance may not be of a nature or level to provide adequate insurance cover. The occurrence of an event that is not covered or fully covered by insurance could have a material adverse effect on the business, financial condition and results of the Company affected.

(d) **Litigation risks**

The Company is exposed to possible litigation risks including, but not limited to, intellectual property claims. Further, the Company may be involved in disputes with other parties in the future, which may result in litigation. Any such claim or dispute if proven, may impact adversely on the Company's operations, financial performance and financial position. Neither the Company nor Gameday are currently engaged in any litigation.

(e) **Dependence on outside parties**

The Company may pursue a strategy that forms strategic business relationships with other organisations in relation to potential products and services. There can be no assurance that the Company will be able to attract such prospective organisations and to negotiate appropriate terms and conditions with these organisations or that any potential agreements with such organisations will be complied with.

(f) **Market conditions**

Share market conditions may affect the value of the Company's Shares 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) changes in investor sentiment toward particular market sectors;
- (v) the demand for, and supply of, capital; and
- (vi) 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 stocks in particular. Neither the Company nor the Directors warrant the future performance of the Company or any return to Shareholders arising from the transactions the subject of the Notice or otherwise.

Schedule 6 – Terms and Conditions of Performance Shares

1. Definitions

Words with a capitalised letter in these Terms have the meaning given below, or otherwise as detailed in the Notice:

Conversion Event means

- (a) the achievement of a Performance Hurdle detailed in paragraph 4(a); or
- (b) the happening of any of the event/s detailed in paragraph 4(e).

Deal means to sell, transfer, assign, novate, vary, mortgage, encumber, create any equitable interest, share any rights, or otherwise deal with any right, title or interest, or agreement to do any of these actions.

Expiry Date means:

- (a) in respect of the Class A Performance Hurdle, the date that is 3 years from the date of issue of Class A Performance Shares; and
- (b) in respect of the Class B Performance Hurdle, the date that is 5 years from the date of issue of Class B Performance Shares.

Holder means a holder of Performance Shares.

Performance Hurdle means a performance hurdle detailed in paragraph 4(a) and each of **Class A Performance Hurdle** and **Class B Performance Hurdle** have a corresponding meaning in relation to the relevant Performance Shares.

Performance Share means a performance share convertible into an Share upon achievement of the relevant Performance Hurdle, issued on the terms and conditions detailed in the Terms, and each of **Class A Performance Share** and **Class B Performance Share** have a corresponding meaning in relation to the relevant Performance Hurdle applicable to each class.

Terms mean these terms of issue which apply to the Performance Shares.

2. Interpretation

Grammatical variations of any words or phrases defined in paragraph 1 have a corresponding meaning.

3. Performance Shares

- (a) The Performance Shares are issued with the rights and on the terms detailed in these Terms.
- (b) These Terms have been determined by the Directors in accordance with article 6 of the Constitution.
- (c) These Terms prevail to the extent of any inconsistency with the Constitution.
- (d) Once a Conversion Event occurs in respect of Performance Shares, that number of Performance Shares that are subject to the Conversion Event will no longer be governed by these Terms, but will be converted to one Share for each Performance

Share and their terms will be varied so that they are subject to the same rights and terms as all other Shares.

4. Conversion

- (a) Subject to paragraphs 4(d) and 4(e):
 - (i) 20,000,002 Class A Performance Shares will convert into 20,000,002 Shares if the Company sells 30,000 dental devices (including custom-fit laminated mouthguards, traditional over-the-counter boil and bite mouthguards, dental splints, sleep apnoea and teeth whitening devices) in any 12 month period on or before the date that is 3 years from the time of issue; and
 - (ii) 20,000,002 Class B Performance Shares will convert into 20,000,002 Shares if the Company sells 60,000 dental devices (including custom-fit laminated mouthguards, traditional over-the-counter boil and bite mouthguards, dental splints, sleep apnoea and teeth whitening devices) in any 12 month period on or before the date that is 5 years from the time of issue.
- (b) On the occurrence of a Conversion Event, the allocation of Shares issued will be on a pro rata basis to all Holders.
- (c) The Performance Hurdles must be met on or before the relevant Expiry Date.
- (d) If a Performance Hurdle is not met by the relevant Expiry Date, the relevant Performance Shares held by each Holder will automatically consolidate into one Performance Share and will then convert into one Share for each Holder.
- (e) All Performance Shares on issue shall automatically convert into Shares on a one-for-one basis up to a maximum number that is equal to 10% of the Company's issued capital (as at the date of any of the following events) upon the happening of any of the following events:
 - (i) the occurrence of the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of more than 50.1% of Shares and that takeover bid has become unconditional; or
 - (ii) the announcement by the Company that Shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all the Company's securities are to be either:
 - A. cancelled; or
 - B. transferred to a third party; and
 - C. the Court, by order, approves the proposed scheme of arrangement.
- (f) The Company will ensure the allocation of Shares issued under paragraph 4(e) is on a pro rata basis to all Holders in respect of their respective holdings of Performance Shares and all remaining Performance Shares held by each Holder will automatically consolidate into one Performance Share and will then convert into one Share.

5. Voting rights

Each Holder shall have the right to receive notice of and attend but not to vote at any meeting of Shareholders.

6. Dividends

The Performance Shares shall not have any right to receive dividends (whether cash or non-cash) from the profits of the Company at any time.

7. Dealings

A Holder must not Deal with the Performance Shares.

8. Access to documents and information

A Holder has the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders, and a right to attend a meeting of Shareholders.

9. Other terms and conditions

- (a) A Holder will not be entitled to a return on capital, whether in a winding up, upon reduction of capital or otherwise.
- (b) A Holder will not be entitled to participate in the surplus profit or assets of the Company upon a winding up.
- (c) There are no participating rights or entitlements inherent in the Performance Shares and Holders will not be entitled to participate in new issues (such as bonus issues) or pro-rata issues of capital to Shareholders.
- (d) The Company will issue each Holder with a new holding statement for Shares issued upon conversion of Performance Shares as soon as practicable following the conversion of Performance Shares.
- (e) The Performance Shares will be unquoted.
- (f) All Shares issued upon conversion will rank equally in all respects with then-issued Shares. The Company must, within the time period required by the Listing Rules, apply to ASX for quotation of the Shares on ASX.
- (g) A Performance Share does not give the Holder any other rights other than those expressly provided by these Terms and those provided at law where such rights cannot be excluded.

The terms of the Performance Shares may be amended as necessary by Directors in order to comply with the Listing Rules or any directions of ASX regarding the Terms.

Schedule 7 – Terms and Conditions of Noteholder Options

Words with a capitalised letter in this Schedule have the meaning given below, or otherwise as detailed in the Notice:

1. Entitlement

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

2. Exercise Price and Expiry Date

The Noteholder Options have an exercise price of \$0.128 per Noteholder Option (**Exercise Price**) (on a post-Consolidation basis) and an expiry date of 5:00pm (WST) 31 December 2018 (**Expiry Date**).

An Noteholder Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

3. Exercise Period

The Noteholder Options are exercisable at any time and from time to time on or prior to the Expiry Date.

4. Quotation of the Noteholder Options

The Noteholder Options will be unquoted.

5. Transferability of the Noteholder Options

The Noteholder Options are fully transferable with the prior written approval of the Company.

6. Notice of Exercise

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

Any Notice of Exercise of an Noteholder Option received by the Company will be deemed to be a notice of the exercise of that Noteholder Option as at the date of receipt.

7. Lodgement Instructions

Cheques shall be in Australian currency made payable to the Company and crossed "Not Negotiable". The application for Shares on exercise of the Noteholder Options with the appropriate remittance should be lodged at the Company's share registry.

8. Shares Issued on Exercise

Shares issued on exercise of the Noteholder Options rank equally with the Shares on issue.

9. Timing of Issue of Shares and Quotation

Within 15 business days of a Notice of Exercise being given in accordance with these terms and conditions and payment of the Exercise Price for each Noteholder Option being exercised, the Company will:

- (a) issue the Shares pursuant to the exercise of the Noteholder Options; and
- (b) apply for official quotation on ASX of Shares issued pursuant to the exercise of the Noteholder Options.

10. Participation in New Issues

There are no participation rights or entitlements inherent in the Noteholder Options and holders will not be entitled to participate in new issues of capital offered to shareholders during the currency of the Noteholder Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least 4 business days after the issue is announced. This will give the holders of Noteholder Options the opportunity to exercise their Noteholder Options prior to the date for determining entitlements to participate in any such issue.

11. Adjustment for Bonus Issues of Shares

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

- (a) the number of Shares which must be issued on the exercise of an Noteholder Option will be increased by the number of Shares which the Noteholder Option holder would have received if the Noteholder Option holder had exercised the Noteholder Option before the record date for the bonus issue; and
- (b) no change will be made to the Exercise Price.

12. Adjustment for Entitlements Issue

If the Company makes an issue of Shares pro rata to existing shareholders (other than as a bonus issue, to which paragraph 11 will apply) there will be no adjustment of the Exercise Price of an Noteholder Option or the number of Shares over which the Noteholder Options are exercisable.

13. Adjustments for Reorganisation

If there is any reorganisation of the issued share capital of the Company, the rights of the Noteholder Option holders will be varied in accordance with the Listing Rules of ASX.

Schedule 8 – Terms and Conditions of Lead Manager Options

Words with a capitalised letter in this Schedule have the meaning given below, or otherwise as detailed in the Notice:

1. Entitlement

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

2. Exercise Price and Expiry Date

The Lead Manager Options have an exercise price of \$0.12 per Lead Manager Option (**Exercise Price**) (on a post-Consolidation basis) and an expiry date of 5:00pm (WST) 31 December 2018 (**Expiry Date**).

A Lead Manager Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

3. Exercise Period

The Lead Manager Options are exercisable at any time and from time to time on or prior to the Expiry Date.

4. Quotation of the Lead Manager Options

The Lead Manager Options will be unquoted.

5. Transferability of the Lead Manager Options

The Lead Manager Options are fully transferable with the prior written approval of the Company.

6. Notice of Exercise

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

Any Notice of Exercise of a Lead Manager Option received by the Company will be deemed to be a notice of the exercise of that Lead Manager Option as at the date of receipt.

7. Lodgement Instructions

Cheques shall be in Australian currency made payable to the Company and crossed "Not Negotiable". The application for Shares on exercise of the Lead Manager Options with the appropriate remittance should be lodged at the Company's share registry.

8. Shares Issued on Exercise

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

9. Timing of Issue of Shares and Quotation

Within 15 business days of a Notice of Exercise being given in accordance with these terms and conditions and payment of the Exercise Price for each Lead Manager Option being exercised, the Company will:

- (a) issue the Shares pursuant to the exercise of the Lead Manager Options; and
- (b) apply for official quotation on ASX of Shares issued pursuant to the exercise of the Lead Manager Options.

10. Participation in New Issues

There are no participation rights or entitlements inherent in the Lead Manager Options and holders will not be entitled to participate in new issues of capital offered to shareholders during the currency of the Lead Manager Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least 4 business days after the issue is announced. This will give the holders of Lead Manager Options the opportunity to exercise their Lead Manager Options prior to the date for determining entitlements to participate in any such issue.

11. Adjustment for Bonus Issues of Shares

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

- (a) the number of Shares which must be issued on the exercise of a Lead Manager Option will be increased by the number of Shares which the Lead Manager Option holder would have received if the Lead Manager Option holder had exercised the Lead Manager Option before the record date for the bonus issue; and
- (b) no change will be made to the Exercise Price.

12. Adjustment for Entitlements Issue

If the Company makes an issue of Shares pro rata to existing shareholders (other than as a bonus issue, to which paragraph 11 will apply) there will be no adjustment of the Exercise Price of a Lead Manager Option or the number of Shares over which the Lead Manager Options are exercisable.

13. Adjustments for Reorganisation

If there is any reorganisation of the issued share capital of the Company, the rights of the Lead Manager Option holders will be varied in accordance with the Listing Rules of ASX.

Schedule 9 - Executive Service Agreements

- (a) Mr Mathew Weston has entered into an executive service agreement with the Company on terms and conditions customary for the position and duties of a chief executive officer. Mr Weston's appointment as Chief Executive Officer is effective from 1 February 2016 and his remuneration is as follows:
- (i) a base salary of \$264,000 per annum (inclusive of superannuation); and
 - (ii) performance rights with the following vesting conditions:
 - (A) if the Company achieves an EBITDA in the 2017 financial year of greater than \$1,250,000 or the sale of 40,000 Dental Devices, 735,021 performance rights will vest into Shares;
 - (B) if the Company achieves an EBITDA in the 2018 financial year of greater than \$2,500,000 or the sale of 70,000 Dental Devices, 735,021 performance rights will vest into Shares; and
 - (C) if the Company achieves an EBITDA in the 2019 financial year of greater than \$4,000,000, 735,021 performance rights will vest into Shares.
- (b) Mr Alistair Blake has been offered an executive service agreement with the Company on terms and conditions customary for the position and duties of a technical director. Mr Blake's appointment as a technical director of the Company will be effective from completion of the Acquisition and he will be entitled to a base salary of \$220,000 (inclusive of superannuation).

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MOUNT MAGNET SOUTH LIMITED

TO BE RENAMED IMPRESSION HEALTHCARE LIMITED

ACN: 096 635 246

REGISTERED OFFICE:
LEVEL 3
9 BOWMAN STREET
SOUTH PERTH WA 6151

SHARE REGISTRY:
Security Transfer Registrars Pty Ltd
PO BOX 535, APPLECROSS WA 6953
AUSTRALIA
770 Canning Highway, APPLECROSS WA 6153
AUSTRALIA
T: +61 8 9315 2333 F: +61 8 9315 2233
E: registrar@securitytransfer.com.au
W: www.securitytransfer.com.au

«Company_code» «Sequence_number»

«Holder_name»
«Address_line_1»
«Address_line_2»
«Address_line_3»
«Address_line_4»
«Address_line_5»

Code: MUM

Holder Number: «HOLDER_NUM

PROXY FORM

THIS DOCUMENT IS IMPORTANT. IF YOU ARE IN DOUBT AS TO HOW TO DEAL WITH IT, PLEASE CONTACT YOUR STOCK BROKER OR LICENSED PROFESSIONAL ADVISOR.

SECTION A: Appointment of Proxy

I/We, the above named, being registered holders of the Company and entitled to attend and vote hereby appoint:

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The meeting chairperson

OR

or failing the person named, or if no person is named, the Chairperson of the meeting, as my/our Proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, as the Proxy sees fit) at the General Meeting of the Company to be held at 9:00am WST on Wednesday 27 July 2016 at Conference Suite, Level 9, St Martins Centre, 40 St Georges Terrace, Perth, Western Australia and at any adjournment of that meeting.

SECTION B: Voting Directions

Please mark "X" in the box to indicate your voting directions to your Proxy. The Chairperson of the Meeting intends to vote undirected proxies **in FAVOUR** of all the resolutions. In exceptional circumstances, the Chairperson of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

RESOLUTION

	For	Against	Abstain*		For	Against	Abstain*
1. Change to Nature and Scale of Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Grant of Lead Manager Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consolidation of Capital	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Change of Company Name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Issue of the Consideration Securities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Appointment of Mr Alistair Blake as a Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Creation of a New Class of Securities - Performance Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Appointment of Mr Kelvin Smith as a Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Issue of Noteholder Consideration Securities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Appointment of Mr Mathew Weston as a Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Issue of Capital Raising Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Appointment of Mr John Worsfold as a Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Issue of Advisor Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

If no directions are given my proxy may vote as the proxy thinks fit or may abstain. * If you mark the Abstain box for a particular item, you are directing your Proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

SECTION C: Signature of Security Holder(s)

This section must be signed in accordance with the instructions overleaf to enable your directions to be implemented.

Individual or Security Holder

Security Holder 2

Security Holder 3

Sole Director & Sole Company Secretary

Director

Director/Company Secretary

Proxies must be received by Mount Magnet South Limited no later than 9:00am WST on Monday 25 July 2016.

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Name:

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This is the name and address on the Share Register of the Company. If this information is incorrect, please make corrections on this form. Shareholders sponsored by a broker should advise their broker of any changes. Please note that you cannot change ownership of your shares using this form.

If the person you wish to appoint as your Proxy is someone other than the Chairperson of the Meeting please write the name of that person in Section A. If you leave this section blank, or your named Proxy does not attend the meeting, the Chairperson of the Meeting will be your Proxy. A Proxy need not be a shareholder of the Company.

To direct the Proxy how to vote place an "X" in the appropriate box against each item in Section B. Where more than one Proxy is to be appointed and the proxies are to vote differently, then two separate forms must be used to indicate voting intentions.

You are entitled to appoint up to two (2) persons as proxies to attend the meeting and vote on a poll. If you wish to appoint a second Proxy, an additional Proxy form may be obtained by contacting the Company's share registry or you may photocopy this form.

- a) On each of the Proxy forms, state the percentage of your voting rights or number of securities applicable to that form. If the appointments do not specify the percentage or number of votes that each Proxy may exercise, each Proxy may exercise half of your votes; and
- b) Return both forms in the same envelope.

If a representative of the corporation is to attend the meeting the appropriate "Certificate of Appointment of Corporate Representative" should be lodged with the Company before the meeting or at the registration desk on the day of the meeting. A form of the certificate may be obtained from the Company's share registry.

Proxy forms (and any Power of Attorney under which it is signed) must be received by Mount Magnet South Limited no later than the date and time stated on the form overleaf. Any Proxy form received after that time will not be valid for the scheduled meeting.

Delivery or Post Level 3
9 Bowman Street
South Perth WA 6151 AUSTRALIA

Facsimile +61 8 9217 2401

Personal information is collected on this form by Security Transfer Registrars Pty Ltd as the registrar for securities issuers for the purpose of maintaining registers of security holders, facilitating distribution payments and other corporate actions and communications. Your personal details may be disclosed to related bodies corporate, to external service providers such as mail and print providers, or as otherwise required or permitted by law. If you would like details of your personal information held by Security Transfer Registrars Pty Ltd or you would like to correct information that is inaccurate please contact them on the address on this form.