
FASTBRICK ROBOTICS LIMITED

ACN 090 000 276

NOTICE OF GENERAL MEETING

A general meeting of the Company will be held at the office of Australian Institute of Company Directors, Level 1, 77 St Georges Terrace, Perth Western Australia 6000 on Monday, 2 October 2017 at 10am (AWST)

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

Should you wish to discuss any matter please do not hesitate to contact the Company by telephone on (08) 9380 0240.

FASTBRICK ROBOTICS LIMITED

ACN 090 000 276

NOTICE OF GENERAL MEETING

Notice is hereby given that a general meeting of Shareholders of Fastbrick Robotics Limited (**Company**) will be held at the office of Australian Institute of Company Directors, Level 1, 77 St Georges Terrace, Perth Western Australia 6000 on Monday, 2 October 2017 at 10am (AWST) (**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 this Notice.

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on 30 September 2017 at 5pm (AWST).

Terms and abbreviations used in this Notice and Explanatory Memorandum are defined in Section 7.

AGENDA

1. Resolution 1 – Ratification of issue under Listing Rule 7.1A of Tranche 1 Placement Shares

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

*"That, for the purposes of Listing Rule 7.4, and for all other purposes, Shareholders approve and ratify the prior issue by the Company of 26,466,000 Shares (**Tranche 1 Placement Shares**) to the Subscriber on 4 July 2017, each at an issue price of \$0.10 (**Tranche 1 Placement**) on the terms and conditions set out in the Explanatory Memorandum."*

Voting Exclusion

The Company will disregard any votes cast on this Resolution by a person who participated in the issue of the Tranche 1 Placement Shares and any of their associates.

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 person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

2. Resolution 2 – Approval to issue Subscriber Option

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

"That, for the purposes of Listing Rule 7.1, and for all other purposes, Shareholders approve and authorise the Directors to issue the Subscriber Option to the Subscriber (or its nominee) on the terms and conditions set out 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 Subscriber Option and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, if the Resolution is passed, and any associates of those persons.

However, the Company will not disregard a vote if:

- (a) it is cast by a 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 person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

3. Resolution 3 – Ratification of issue under Listing Rule 7.1 of Hunter Hall Placement Shares

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

*"That, for the purposes of Listing Rule 7.4, and for all other purposes, Shareholders approve and ratify the prior issue by the Company of 98,765,432 Shares (**Hunter Hall Placement Shares**) each at an issue price of \$0.081 (**Hunter Hall Placement**) on the terms and conditions set out in the Explanatory Memorandum."*

Voting Exclusion

The Company will disregard any votes cast on this Resolution by a person who participated in the issue of the Hunter Hall Placement Shares and any of their associates.

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 person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

4. Resolution 4 – Authority to grant Incentive Options

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

"That, for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve and authorise the Directors to grant 10,000,000 Incentive Options (comprising 1,000,000 Class A Incentive Options, 3,000,000 Class B Incentive Options, 3,000,000 Class C Incentive Options and 3,000,000 Class D Incentive Options) (and issue 10,000,000 Shares on exercise of such Incentive Options) to Mr Marcus Gracey (or his nominee/s) on the terms and conditions set out in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast on this Resolution by Mr. Marcus Gracey and his nominee/s, and any of their associates.

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 person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

Dated 28 August 2017

BY ORDER OF THE BOARD

Mr Gabriel Chiappini

Director, Company Secretary

FASTBRICK ROBOTICS LIMITED

ACN 090 000 276

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 office of Australian Institute of Company Directors, Level 1, 77 St Georges Terrace, Perth Western Australia 6000 on Monday, 2 October 2017 at 10am (AWST).

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

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

2. Action to be taken by Shareholders

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

2.1 Proxies

A Proxy Form is attached to the Notice. 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 thereon. Lodgment of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in person.

Please note that:

- (a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- (b) a proxy need not be a member of the Company; and
- (c) a member of the Company 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.

The enclosed Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

2.2 Voting Prohibition by Proxy Holders

In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote on the basis of that appointment on Resolution 4 if:

- (a) the person is either:
 - (i) a member of the Key Management Personnel of the Company; or
 - (ii) a Closely Related Party of such a member, and
- (b) the appointment does not specify the way the proxy is to vote on Resolution 4, however, the prohibition does not apply if:
 - (c) the proxy is the Chair; and
 - (d) the appointment expressly authorises the Chair to exercise the proxy even if Resolution 4 is connected directly or indirectly with remuneration of a member of the Key Management Personnel of the Company.

3. Resolution 1 – Ratification of issue under Listing Rule 7.1A of Tranche 1 Placement Shares

3.1 General

As announced to ASX on 3 July 2017, the Company has entered into a Memorandum of Understanding (**MOU**) with Caterpillar Inc. (NYSE: CAT) to discuss and develop a potential framework for collaboration regarding the development, manufacturing, sales, and services of the Company's robotic bricklaying technology (**FBR Technology**).

The MOU also establishes a strategic alliance board with representatives from both companies that intends to develop that framework and consider how best to offer the FBR Technology to Caterpillar's construction customers. The board will also consider the most appropriate and most profitable business models to apply in each country, state and region.

The MOU has an initial 12-month term, which may be either extended by mutual written agreement or terminated by either party at any time. The Company has also agreed to deal exclusively with Caterpillar for the development and potential commercialisation of the FBR Technology during the term of the MOU.

Simultaneous with the signing of the MOU, Caterpillar, through a wholly owned subsidiary (the Subscriber), invested US\$2,000,000 in the Company via the Tranche 1 Placement in accordance with the terms of the Placement Agreement.

The Placement Agreement also provided for the issue of the additional shares under a further placement. Following feedback from ASX, the parties amended the Placement Agreement to restructure the Tranche 2 Placement arrangements. Under the Amended Placement Agreement the Company has agreed to issue the Subscriber an option (**Subscriber Option**). The Subscriber Option is subject to shareholder approval at this Meeting under Resolution 2. See Section 4 below for further details.

Pursuant to the Tranche 1 Placement, the Company issued 22,466,000 Shares (the Tranche 1 Placement Shares) to the Subscriber on 4 July 2017, at an issue price of \$0.10 per Share.

The funds raised from the issue of the Tranche 1 Placement Shares will be employed towards completing the Company's Hadrian X™ Commercial Prototype and for general working capital purposes.

The Tranche 1 Placement Shares were issued within the Company's additional 10% annual limit approved by Shareholders under Listing Rule 7.1A at the Company's 2016 Annual General Meeting, without the need for Shareholder approval.

Listing Rule 7.1 provides that a company must not (subject to specified exceptions), without the approval of shareholders, issue or agree to issue during any 12 month period any equity securities, or other securities with rights to conversion to equity (such as an option), if the number of those securities exceeds 15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period.

Listing Rule 7.1A enables eligible entities to issue equity securities up to 10% of its issued share capital through placements over a 12 month period after the annual general meeting at which the Shareholders approve the 10% placement facility. The 10% placement facility is in addition to the Company's 15% placement capacity under Listing Rule 7.1.

Listing Rule 7.4 provides that where a company in general meeting ratifies a previous issue of securities made pursuant to Listing Rule 7.1 (including the additional 10% capacity under Listing Rule 7.1A), provided that the previous issue did not breach Listing Rule 7.1, the issue of those securities will be deemed to have been with shareholder approval for the purpose of Listing Rule 7.1.

Resolution 1 seeks Shareholder approval for the ratification of the issue of the Tranche 1 Placement Shares pursuant to Listing Rule 7.4.

By ratifying the issue of the Tranche 1 Placement Shares (and approving or ratifying the other issues of Shares and Options the subject of this Notice), the Company's ability to issue securities within:

- (a) the 15% placement capacity under Listing Rule 7.1 during the next 12 months; and
- (b) within the additional 10% placement capacity under Listing Rule 7.1A during the balance of the 12 months from the date of the Company's 2016 Annual General Meeting,

without obtaining prior Shareholder approval will be restored.

Resolution 1 is an ordinary resolution.

3.2 Information required by Listing Rule 7.5

The following information is provided for the purposes of Listing Rule 7.5:

- (a) The Tranche 1 Placement Shares (comprising 22,466,000 Shares) were issued by the Company on 4 July 2017.
- (b) Each Tranche 1 Placement Share was issued at an issue price of \$0.10.
- (c) The Tranche 1 Placement Shares are fully paid ordinary shares of the Company ranking equally with all other fully paid ordinary shares of the Company.
- (d) The Tranche 1 Placement Shares were issued to the Subscriber, who is not a related party of the Company.

- (e) The funds raised from the issue of the Tranche 1 Placement Shares will be employed towards completing the Company's Hadrian X™ Commercial Prototype and for general working capital purposes.
- (f) A voting exclusion statement is included in the Notice.

4. Resolution 2 – Approval to issue Subscriber Option

4.1 General

Further to the issue of the Tranche 1 Placement Shares, under the Amended Placement Agreement, the Company proposes to grant Caterpillar (through the Subscriber) the Subscriber Option. The Subscriber Option will be convertible into Shares and allows the Subscriber to invest a further US\$8,000,000 in the Company at an issue price of \$0.20 per Share (**Tranche 2 Placement**). The Subscriber Option may be exercised by the Subscriber at any time prior to 5pm (AWST) on 30 June 2018 by notice in writing to the Company.

The full terms and conditions of the Subscriber Option are set out in Schedule 1.

4.2 Dilution effects on the Company on exercise of the Subscriber Option

The number of Shares to be issued on exercise of the Subscriber Option (**Tranche 2 Shares**) will be the lesser of the following:

- (a) the number of Shares calculated as follows:

$$S = \frac{A \times B}{C}$$

Where:

A = 8,000,000

B = the USD / AUD exchange rate (price of US\$1 in AUD) on the website of the Reserve Bank of Australia (www.rba.gov.au/statistics/frequency/exchange-rates.html) on the date before the issue of the Tranche 2 Shares;

C = 0.20; and

S = the number of Tranche 2 Shares; and

- (b) 130,954,187 Shares.

The following table shows examples of the dilution effects on the Company on the exercise of the Subscriber Option, which will vary depending on the USD / AUD exchange rate at the time of exercise.

US Exchange Rate (Price of US\$1 in AUD)	Number of Tranche 2 Shares (per the above formula)	Percentage of issued Shares comprised by Tranche 2 Shares	Subscriber's total interest of Shares post Tranche 2 Placement	Subscriber's total percentage interest of Shares post Tranche 2 Placement
1.100	44,000,000	5.24%	70,466,000	8.39%
1.200	48,000,000	5.68%	74,466,000	8.82%
1.2429 (exchange rate 27 July 2017 as published by the Reserve Bank of Australia) <i>[Note: this is the lowest exchange rate in the past year]</i>	49,716,000	5.88%	76,182,000	9.00%
1.2665 (exchange rate 24 August 2017 as published by the Reserve Bank of Australia)	50,660,000	5.98%	77,126,000	9.11%
1.3885 (exchange rate 28 December 2016 as published by the Reserve Bank of Australia) <i>[Note: this is the highest exchange rate in the past year]</i>	55,540,000	6.52%	82,006,000	9.63%
1.500	60,000,000	7.01%	86,466,000	10.10%
2.000	80,000,000	9.13%	106,466,000	12.15%
3.000	120,000,000	13.10%	146,466,000	15.98%
3.300	130,954,187	14.12%	157,420,187	16.98%

The funds raised from the issue of the Tranche 2 Shares will be employed towards completing the Company's Hadrian XTM Commercial Prototype and for general working capital purposes.

Resolution 2 seeks Shareholder approval pursuant to Listing Rule 7.1 to issue the Subscriber Option. A summary of Listing Rule 7.1 is provided in Section 3.1. Given that none of the exceptions contained in Listing Rule 7.2 apply, Shareholder approval is required under Listing Rule 7.1.

Resolution 2 is an ordinary resolution.

The Board unanimously recommends that Shareholders vote in favour of Resolution 2 in the absence of a superior proposal.

Each member of the Board has confirmed to the Company that they intend to vote, or procure the voting of, the Shares that they have in their possession or control in favour of Resolution 2 in the absence of a superior proposal.

4.3 Information required by Listing Rule 7.3

The following information is provided for the purposes of Listing Rule 7.3:

- (a) One Subscriber Option will be issued. The maximum number of Shares that the Company may issue on exercise of the Subscriber Option is 130,954,187 Shares. The formula to calculate the number of Shares to be issued is set out in section 4.2 above.
- (b) The Subscriber Option will be issued as soon as practicable after the date of this Meeting (assuming requisite shareholder approval) and no later than the Business Day after the date of the Meeting.
- (c) The Subscriber Option will be issued at an issue price of nil. The Subscriber Option is exercisable at an issue price of \$0.20 per Tranche 2 Share.
- (d) The Subscriber Option will be issued to the Subscriber (or its nominee), each of whom will not be a related party of the Company.
- (e) The Subscriber Option is to be issued on the terms and conditions set out in Schedule 1.
- (f) No funds will be raised under the issue of the Subscriber Option. The funds raised on exercise of the Subscriber Option will be employed towards completing the Company's Hadrian XTM Commercial Prototype and for general working capital purposes.
- (g) As noted in paragraph (b) above, it is expected that the Subscriber Option will be issued on the date of, or the Business Day after, the Meeting.
- (h) A voting exclusion statement is included in the Notice.

5. Resolution 3 – Ratification of issue under Listing Rule 7.1 of Hunter Hall Placement Shares

5.1 General

As announced to ASX on 9 December 2016, the Company has completed an \$8 million capital raising through a Placement with Hunter Hall Investment Management Limited (**Hunter Hall**) at an issue price of \$0.081 per Share (being the Hunter Hall Placement).

The Company completed the Hunter Hall Placement on 13 December 2016, by issuing 98,765,432 Shares (being the Hunter Hall Placement Shares) to funds managed by Hunter Hall at an issue price of \$0.081 per Share. As noted in the Company's announcement of 9 December 2016, the issue price under the Hunter Hall Placement represented a 6.9% discount to the closing price for Shares on 6 December 2016 (being the last trading day prior to the Company going into trading halt pending the announcement of the Hunter Hall Placement).

The proceeds from the Hunter Hall Placement will be applied to completing the Hadrian XTM Commercial Prototype and for general working capital purposes.

The Hunter Hall Placement Shares were issued within the Company's 15% annual limit permitted by Listing Rule 7.1 without the need for Shareholder approval. A summary of Listing Rule 7.1 is provided in Section 3.1.

Resolution 3 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Hunter Hall Placement Shares. A summary of Listing Rule 7.1 is provided in Section 3.1.

By ratifying this issue (and the other issues of Shares and Options proposed to be approved and ratified by Shareholders at the Meeting the subject of this Notice), the Company will retain the flexibility to issue equity securities in the future up to the 15% annual placement capacity set out in Listing Rule 7.1 during the next 12 months, without the requirement to obtain prior Shareholder approval.

Resolution 3 is an ordinary resolution.

5.2 Specific Information Required by Listing Rule 7.5

The following information is provided for the purposes of Listing Rule 7.5:

- (a) The Hunter Hall Placement Shares (comprising 98,765,432 Shares) were issued by the Company on 13 December 2016.
- (b) The Hunter Hall Placement Shares were issued at an issue price of \$0.081 each.
- (c) The Hunter Hall Placement Shares are fully paid ordinary shares of the Company ranking equally with all other fully paid ordinary shares of the Company.
- (d) The Hunter Hall Placement Shares were issued to funds managed by Hunter Hall (or their nominee/s), each of whom is not a related party of the Company.
- (e) The funds raised from the issue of the Hunter Hall Placement Shares will be applied to complete the Hadrian XTM Commercial Prototype and for general working capital purposes.
- (f) A voting exclusion statement is included in the Notice.

6. Resolution 4 – Authority to grant Incentive Options

6.1 General

As announced to ASX on 21 April 2017, the Company has appointed Mr Marcus Gracey as Chief Operating Officer.

Under the terms of Mr Gracey's employment, the Company has agreed (subject to Shareholder approval) to grant a total of 10,000,000 Incentive Options to Mr Gracey (or his nominee/s) (**Optionholder**) comprising:

- (a) 1,000,000 Class A Incentive Options each exercisable at \$0.20, vesting upon grant;
- (b) 3,000,000 Class B Incentive Options each exercisable at \$0.20, vesting on the 10 Day VWAP for Shares being \$0.20;
- (c) 3,000,000 Class C Incentive Options each exercisable at \$0.20, vesting on the 10 Day VWAP for Shares being \$0.25; and
- (d) 3,000,000 Class D Incentive Options each exercisable at \$0.20, vesting on the 10 Day VWAP for Shares being \$0.30.

For these purposes, **10 Day VWAP** means the volume weighted average price of Shares trading on the ASX for a period of 10 consecutive trading days.

All of the Incentive Options will expire 4 years from the date of grant. The Incentive Options are subject to customary “good leaver/bad leaver” provisions, and will vest immediately on a Change of Control (as defined in Schedule 2).

The full terms and conditions of the Incentive Options are set out in Schedule 2.

The above Incentive Options will be granted as long term incentives in connection with Mr Gracey’s appointment as Chief Operating Officer of the Company.

Resolution 4 seeks Shareholder approval pursuant to Listing Rule 7.1 to grant the Incentive Options. A summary of Listing Rule 7.1 is provided in Section 3.1. Given that none of the exceptions contained in Listing Rule 7.2 apply, Shareholder approval is required under Listing Rule 7.1.

Resolution 4 is an ordinary resolution.

6.2 Specific information required by Listing Rule 7.3

The following information is provided for the purposes of Listing Rule 7.3:

- (a) The maximum number of Securities the Company may grant under Resolution 4 is 10,000,000 Incentive Options (comprising 1,000,000 Class A Incentive Options, 3,000,000 Class B Incentive Options, 3,000,000 Class C Incentive Options and 3,000,000 Class D Incentive Options).
- (b) The Incentive Options will be granted to Mr Marcus Gracey (or his nominee/s), each of whom is not a related party of the Company.
- (c) The Company intends to grant the Incentive Options promptly following the Meeting, and in any event no later than three 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). It is intended that all of the Incentive Options will be granted on the same date.
- (d) The vesting conditions, exercise price and expiry date of the Incentive Options are set out in Section 6.1. The full terms and conditions of the Management Options are set out in Schedule 2.
- (e) The Incentive Options will be granted for nil consideration as long term incentives in connection with Mr Gracey’s appointment as Chief Operating Officer of the Company. Accordingly, no funds will be raised from the grant of the Incentive Options.
- (f) Shares issued on exercise of the Incentive Options will be fully paid ordinary shares in the capital of the Company ranking equally in all respects with the Company's existing Shares on issue.
- (g) A voting exclusion statement is included in the Notice.

7. Definitions

\$, AUD or A\$ means Australian dollars, being the currency used in Australia.

Amended Placement Agreement has the meaning in Section 3.1.

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

ASX means ASX Limited (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX.

Board means the board of Directors of the Company.

Business Day means a day on which banks are open for business in Perth, WA, Australia excluding a Saturday, Sunday or public holiday.

Caterpillar means Caterpillar Inc (NYSE: CAT).

Chairman means the person appointed to chair the Meeting.

Company means Fastbrick Robotics Limited (ACN 090 000 276).

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

Director means a director of the Company.

Explanatory Memorandum means the explanatory memorandum attached to this Notice.

FBR Technology has the meaning in Section 3.1.

Hunter Hall has the meaning in Section 5.1.

Hunter Hall Placement has the meaning in Resolution 3.

Hunter Hall Placement Shares has the meaning in Resolution 3.

Incentive Option means an Option on the terms and conditions set out in Schedule 2, and includes a **Class A Incentive Option**, a **Class B Incentive Option**, a **Class C Incentive Option** and a **Class D Incentive Option** granted on those terms and conditions.

Listing Rules means the listing rules of ASX.

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

MOU has the meaning in Section 3.1.

Notice means this notice of Meeting.

Option means an option to acquire an unissued Share.

Optionholder has the meaning in Section 6.1.

Placement Agreement means the placement agreement between the Company and the Subscriber in relation to the Tranche 1 Placement and the Tranche 2 Placement.

Proxy Form means the proxy form attached to this Notice.

Resolution means a resolution contained in this Notice.

Section means a section contained in this Explanatory Memorandum.

Schedule means a Schedule to this Explanatory Memorandum.

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

Shareholder means a shareholder of the Company.

Subscriber means Wisconsin Holdings Pty Ltd (ACN 003 430 135), a wholly owned subsidiary of Caterpillar.

Subscriber Option has the meaning given in Section 3.1.

Tranche 1 Placement has the meaning in Resolution 1.

Tranche 1 Placement Shares has the meaning in Resolution 1.

Tranche 2 Placement has the meaning in Section 4.1.

Tranche 2 Shares has the meaning in Section 4.2.

USD or **US\$** means US dollars, being the currency used in the United States of America.

In this Notice, words importing the singular include the plural and vice versa.

Schedule 1 – Terms and Conditions of Subscriber Option

The terms and conditions of the Subscriber Option are as follows:

1. Entitlement

The Subscriber Option entitles the Subscriber to subscribe for the number of Tranche 2 Shares calculated in accordance with the formula below upon exercise of the Subscriber Option.

The number of Tranche 2 Shares will be the lesser of the following:

- (a) the number of Shares calculated as follows:

$$S = \frac{A \times B}{C}$$

Where:

A = 8,000,000

B = the USD / AUD exchange rate (price of US\$1 in AUD) on the website of the Reserve Bank of Australia (www.rba.gov.au/statistics/frequency/exchange-rates.html) on the date before the issue of the Tranche 2 Shares;

C = 0.20; and

S = the number of Tranche 2 Shares; and

- (b) 130,954,187 Shares.

2. Exercise Price and Expiry Date

The amount payable upon exercise of the Subscriber Option will be \$0.20 per Share (**Exercise Price**).

The Subscriber Option will expire at 5.00pm (AWST) on 30 June 2018 (**Expiry Date**). If the Subscriber Option is not exercised before the Expiry Date it will automatically lapse at 5.00pm (AWST) on the Expiry Date.

3. Exercise Period

The Subscriber Option is exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

4. Exercise of Subscriber Option

The Subscriber Option may be exercised by:

- (a) the Subscriber delivering to the Company a notice during the Exercise Period; and
- (b) payment to the Company by immediately available funds of an amount equal to the Exercise Price multiplied by the number of Tranche 2 Shares that are calculated in accordance with the formula in item 1 above (**Tranche 2 Subscription Price**).

5. Timing of issue of Tranche 2 Shares on exercise

The Company must within 20 Business Days of the receipt by it of the exercise notice and subject to receipt by the Company of the Tranche 2 Subscription Price:

- (a) issue and allot the Subscriber (or its nominee) the Tranche 2 Shares; and
- (b) issue, or cause to be issued, to the Subscriber a holding statement for the issue and allotment of the Tranche 2 Shares.

6. Quotation of Shares on exercise

Application will be made by the Company to ASX for quotation of the Tranche 2 Shares issued upon the exercise of the Subscriber Option.

7. Form and ranking of Tranche 2 Shares

The Tranche 2 Shares issued pursuant to the exercise of the Subscriber Option will be issued as fully paid and will rank equally in all respects with all other Shares then on issue.

8. Tradability

To ensure that the Tranche 2 Shares may be freely traded, the Company will within 5 Business Days after the day on which the Tranche 2 Shares were issued upon the exercise of the Subscriber Option, lodge a notice to the ASX under section 708A of the Corporations Act.

9. Participation in new issues

The Subscriber Option does not confer any right on the holder to participate in a new issue without exercising the Subscriber Option. However, the Subscriber will be entitled to participate in any rights issue on the same terms and conditions as applicable to the other offerees or shareholders of the Company provided that the Subscriber has exercised the Subscriber Option prior to the record date for the relevant offer. The Company will give the Subscriber notice of the proposed issue prior to the date for determining entitlements to participate in any such issue.

10. Adjustment for bonus issues of Shares

If the Company makes a bonus issue of Shares or other securities to existing Shareholders:

- (a) the number of Tranche 2 Shares which must be issued on the exercise of the Subscriber Option will be increased by the number of Tranche 2 Shares which the Subscriber would have received if the Subscriber had exercised the Subscriber Option before the record date for the bonus issue; and
- (b) no change will be made to the Exercise Price.

11. Adjustments for reorganisation

If, before exercise or expiry of the Subscriber Option, there is any reorganisation of the issued share capital of the Company, the rights of the Subscriber as holder of the Subscriber Option may be varied to comply with the Listing Rules which apply to a reorganisation of capital at the time of the reorganisation and otherwise on the basis that the Subscriber is neither disadvantaged or advantaged by the reorganisation.

12. Subscriber Option not quoted

The Company will not apply to ASX for quotation of the Subscriber Option.

13. Option not transferable

The Subscriber Option is not transferable.

Schedule 2 – Terms and Conditions of Incentive Options

The terms and conditions of the Incentive Options (**Options**) are as follows:

1. Entitlement

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

2. Exercise Price and Expiry Date

The Exercise Price, Vesting Date and Specified Expiry Date of each Option is defined in the below table.

Option Class	Exercise Price	Vesting Date	Specified Expiry Date
Class A	\$0.20	Upon grant	Four years from the date of grant
Class B	\$0.20	Upon the 10 Day VWAP being \$0.20	Four years from the date of grant
Class C	\$0.20	Upon the 10 Day VWAP being \$0.25	Four years from the date of grant
Class D	\$0.20	Upon the 10 Day VWAP being \$0.30	Four years from the date of grant

The Options will expire on that date (**Expiry Date**) which is the earlier of:

- (a) the Specified Expiry Date referred to in the above table; or
- (b) the making by the Board of a determination that the holder has acted fraudulently, dishonestly or in breach of the Optionholder's obligations to the Company or any of its subsidiaries; or
- (c) as determined in accordance with item 3 below; or
- (d) as determined in accordance with item 4 below,

and thereafter no party has any claim against any other party arising under or in respect of the Options.

For the purposes of these terms and conditions, "**10 Day VWAP**" means the volume weighted average price of Shares trading on the ASX for a period of 10 consecutive trading days.

3. Ceasing to be an Employee

If at any time prior to the Expiry Date of any Options, Mr Marcus Gracey ceases to be an Employee as a Good Leaver (as defined below), the Optionholder will be entitled to keep any Options for which the relevant Vesting Date has passed (**Vested Options**) and any Options for which the relevant Vesting Date has not passed (**Unvested Options**) will vest.

If at any time prior to the Expiry Date of any Options, Mr Marcus Gracey ceases to be an Employee as a Bad Leaver (as defined below):

- (a) in respect of any Vested Options held, such holder will have until the earlier of:
 - (i) three months from the date of ceasing to be an Employee; or
 - (ii) the Expiry Date of the Options,to exercise the Options, otherwise the Options will automatically lapse; and
- (b) any other Options will automatically lapse.

For the purposes of these terms and conditions:

"Bad Leaver" means an Employee who ceases to be an Employee by reason of the Employee resigning or the Company summarily terminating the Employee's employment.

"Employee" means a person who is a full-time or permanent part-time employee or officer or director or company secretary of the Company or a related body corporate or such other person as the Board determines.

"Good Leaver" means an Employee who ceases to be an Employee by any reason other than as a Bad Leaver.

4. Change in Control

Upon the occurrence of a Change in Control Event (as defined below) any Unvested Options will vest and may be exercised at any time from the date of vesting, and in any number until the date determined by the Board acting bona fide so as to permit the Optionholder to participate in any change of control arising from a Change in Control Event provided that the Board will forthwith advise in writing each Optionholder of such determination. Thereafter, the Options shall lapse to the extent they have not been exercised.

For the purposes of these terms and conditions:

"Change in Control Event" means the occurrence of:

- (a) a Court approval of a merger by way of scheme of arrangement (but shall not include a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, consolidation, sub-division, reduction or return) of the issued capital of the Company); or
- (b) a Takeover Bid:
 - (i) is announced;
 - (ii) has become unconditional; and
 - (iii) the person making the Takeover Bid has a Relevant Interest in 50% or more of the Shares; or
- (c) any person acquires a Relevant Interest in 50.1% or more of the Shares by any other means.

"Takeover Bid" and **"Relevant Interest"** have the meaning given to those terms in the Corporations Act.

5. Exercise Period

The Options are exercisable at any time after the Vesting Date specified above and on or prior to the Expiry Date.

6. Notice of Exercise

The Options may be exercised by notice in writing to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised. Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

7. Shares issued on exercise

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

8. Quotation of Shares on exercise

Application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.

9. Timing of issue of Shares

After an Option is validly exercised, the Company must, within 15 Business Days of the Notice of Exercise and receipt of cleared funds equal to the sum payable on the exercise of the Option:

- (a) issue the Share; and
- (b) do all such acts matters and things to obtain the grant of official quotation of the Share on ASX no later than 5 Business Days after issuing the Share.

10. Participation in new issues

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options. However, the Company will give Optionsholders notice of the proposed issue 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 Option will be increased by the number of Shares which the Optionholder would have received if the Optionholder had exercised the Option before the record date for the bonus issue; and
- (b) no change will be made to the Exercise Price.

12. Adjustment for entitlement issue

If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the following formula:

$$\text{New exercise price} = O - \frac{E[P-(S+D)]}{N+1}$$

Where:

- O = the old Exercise Price of the Option.
- E = the number of underlying Shares into which one Option is exercisable.
- P = average market price per Share weighted by reference to volume of the underlying Shares during the 5 trading days ending on the day before the ex rights date or ex entitlements date.
- S = the subscription price of a Share under the pro rata issue.
- D = the dividend due but not yet paid on the existing underlying Shares (except those to be issued under the pro rata issue).
- N = the number of Shares with rights or entitlements that must be held to receive a right to one Share.

13. Adjustments for reorganisation

If there is any reorganisation of the issued share capital of the Company, the rights of the Optionholder may be varied to comply with the Listing Rules which apply to a reorganisation of capital at the time of the reorganisation.

14. Options not quoted

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

15. Options not transferable

Options are not transferable unless they are Vested Options and only with the prior written approval of the Board of directors of the Company and subject to compliance with the Corporations Act.

16. 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 Options with the appropriate remittance should be lodged at the Company's Registry.

Lodge your vote:



Online:

www.investorvote.com.au



By Mail:

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

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

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

For all enquiries call:

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

Proxy Form

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Vote online

- Go to www.investorvote.com.au or scan the QR Code with your mobile device.
- Follow the instructions on the secure website to vote.

Your access information that you will need to vote:

Control Number: 189635

SRN/HIN:

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



 **For your vote to be effective it must be received by 10:00am (AWST) Saturday, 30 September 2017**

How to Vote on Items of Business

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

Appointment of Proxy

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

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

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

A proxy need not be a securityholder of the Company.

Signing Instructions for Postal Forms

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

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

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

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

Attending the Meeting

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

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

**GO ONLINE TO VOTE,
or turn over to complete the form →**

☐

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

Proxy Form

Please mark ☒ to indicate your directions

STEP 1 Appoint a Proxy to Vote on Your Behalf

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I/We being a member/s of Fastbrick Robotics Ltd hereby appoint

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the Chairman of the Meeting OR



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

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the General Meeting of Fastbrick Robotics Ltd to be held at the office of Australian Institute of Company Directors, Level 1, 77 St Georges Terrace, Perth Western Australia on Monday, 2 October 2017 at 10:00am (AWST) and at any adjournment or postponement of that meeting.

STEP 2 Items of Business



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

		For	Against	Abstain
Resolution 1	Ratification of issue under Listing Rule 7.1A of Tranche 1 Placement Shares	☐	☐	☐
Resolution 2	Approval to issue Subscriber Option	☐	☐	☐
Resolution 3	Ratification of issue under Listing Rule 7.1 of Hunter Hall Placement Shares	☐	☐	☐
Resolution 4	Authority to grant Incentive Options	☐	☐	☐

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

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

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

Contact
Name

Contact
Daytime
Telephone

Date / /