

# **URBANISE.COM LIMITED**

**ACN 095 768 086**

## **Pro-Rata Non-Renounceable Rights Issue Offer Document**

**1-for-3.5 PRO-RATA NON-RENOUNCEABLE RIGHTS ISSUE  
OFFER OF URBANISE.COM LIMITED ORDINARY SHARES  
AT AN ISSUE PRICE OF \$0.027 (2.7 CENTS) PER SHARE**

**THIS RIGHTS ISSUE OFFER CLOSSES AT  
5.00 pm (Sydney time) on 28 September 2018**

### **Important notice**

This is an important Offer Document which is accompanied by an Entitlement and Acceptance Form for you to subscribe for new ordinary shares in Urbanise.com Limited. Please read both documents carefully. If after reading the Offer Document you have any questions about the Offer or the New Shares then you should consult your stockbroker, accountant or other professional advisor.

The Offer made pursuant to this Offer Document is for a rights issue of continuously quoted securities (as defined in the Corporations Act) of the Company. This Offer Document is not a disclosure document for the purposes of Chapter 6D of the Corporations Act and has not been lodged with ASIC. The Company is offering the securities under this Offer Document without disclosure to investors under Chapter 6D of the Corporations Act pursuant to section 708AA of the Corporations Act. Accordingly, the level of disclosure contained in this Offer Document is less than that required under a prospectus and Eligible Shareholders should consider all relevant facts and circumstances, including their knowledge of the Company and disclosures made to ASX, before deciding whether to accept the Offer. The New Shares offered by this Offer Document should be considered speculative.

## **Pro-Rata Non-Renounceable Rights Issue Offer Document**

As announced to the market on 29 August 2018, Urbanise.com Limited (**Urbanise** or the **Company**) is undertaking a pro-rata non-renounceable rights issue on a 1-for-3.5 basis to raise \$4,094,986 (the **Offer**). The Offer is unconditional and is underwritten.

This Offer Document sets out:

1. **Contact details for the Offer**
2. **Important Information**
3. **Key dates for the Offer**
4. **General information in relation to the Offer**
5. **How to apply for New Shares**
6. **The purpose and effect of the Offer**
7. **Investment and business risks**
8. **Additional information relevant to the Offer**
9. **Rights Attaching to New Shares**
10. **Definitions**

## 1. Contact Details for the Offer

### 1.1. Queries regarding your Entitlement, the Offer or the Company

If you:

- (a) have not received a personalised Entitlement and Acceptance Form;
- (b) have any queries on how to complete the Entitlement and Acceptance Form; or
- (c) have any queries or questions in relation to the details of the Offer or the Company in general,

please contact the Company Secretary as follows:

**Kim Clark**

**Email:** [kim.clark@urbanise.com](mailto:kim.clark@urbanise.com)

**Phone:** +61 (0)7 30109393

## 2. Important Information

### 2.1. This Offer Document is not a prospectus

This Offer Document has been prepared by Urbanise, and is not a prospectus or a disclosure document for the purposes of Chapter 6D of the Corporations Act, and has not been lodged with ASIC.

The Company is offering the securities under this Offer Document without disclosure to investors under Chapter 6D of the Corporations Act, pursuant to section 708AA of the Corporations Act, which allows Urbanise to offer shares to existing shareholders after providing certain confirmations to the market.

The Offer Document does not purport to contain all the information that Eligible Shareholders may require to make an informed investment decision regarding, or about the rights attaching to, the New Shares. Eligible Shareholders should consider all relevant facts and circumstances, including their knowledge of the Company and disclosures made to ASX, before deciding whether to accept the Offer. In particular, it is important that you read and understand the information on Urbanise which is publicly available, prior to accepting the Offer. Please refer to:

- (a) Urbanise's annual report and other announcements made available at [www.asx.com.au](http://www.asx.com.au); and
- (b) the 'cleansing notice' lodged by the Company with ASX on 30 August 2018. A copy of the 'cleansing notice' is available at [www.asx.com.au](http://www.asx.com.au) (ASX: UBN).

Neither ASX nor ASIC takes any responsibility for the content of this document.

### 2.2. Investment risks

The New Shares offered under this Offer Document should be considered speculative. There are a number of risk factors that could potentially impact Urbanise and its operations. For information about these risks, please refer to section 7 of this Offer Document.

### 2.3. Eligibility to participate in Offer

To qualify for the Entitlement Offer under this Offer Document, a Shareholder must:

- (a) be registered as a Shareholder at 5.00pm (Sydney time) on the Record Date;
- (b) have an address in Australia or New Zealand (other than certain institutional or sophisticated shareholders and investors in foreign jurisdictions determined by the Directors) as recorded on the Company's share register as at the Record Date;
- (c) not be in the United States and not be acting for the account or benefit of a person in the United States; and

- (d) be eligible under all applicable securities laws to receive an offer under the Entitlement Offer without any requirement for a prospectus, disclosure document, or any lodgement, filing, registration or qualification,

**(Eligible Shareholder).** See section 4.11 for more details. Urbanise reserves the right to determine whether a Shareholder is an Eligible Shareholder or an Ineligible Shareholder. This Offer Document and Entitlement and Acceptance Form will only be sent to Eligible Shareholders.

## 2.4. Ineligible Shareholders

Urbanise has decided that it is unreasonable to make the Offer to any Shareholder with a registered address outside Australia or New Zealand as at the Record Date (**Ineligible Shareholder**), having regard to:

- (a) the number of Shareholders with addresses in such other countries;
- (b) the number and value of the Shares they hold; and
- (c) the cost to Urbanise of complying with applicable legal and regulatory requirements in such other countries.

Accordingly, the Offer is not being extended to, and does not qualify for distribution or sale by or to, and no New Shares will be issued to Shareholders having registered addresses outside Australia or New Zealand.

Notwithstanding this the Offer will be made to certain institutional or sophisticated shareholders and investors in foreign jurisdictions determined by the Directors, as recorded on the Company's share register as at the Record Date. See section 4.11 for more details.

## 2.5. Foreign jurisdictions and restrictions on distribution of this Offer Document

The distribution of this Offer Document in jurisdictions other than Australia and New Zealand may be restricted by law and any failure to comply with such restrictions might constitute a violation of applicable securities laws.

The Shares being offered under this Offer Document are being offered to Shareholders with registered addresses in Australia and New Zealand as at the Record Date. The Offer will not be made to Shareholders with registered addresses outside Australia or New Zealand, other than certain institutional shareholders and investors in foreign jurisdictions determined by the Directors.

This Offer Document and accompanying Entitlement and Acceptance Form, and any document that is related to any of them do not, and are not intended to, constitute an offer of Shares in any jurisdiction in which or to any person to whom it would not be lawful to make such an offer. No action has been taken to register Urbanise Shares or otherwise permit a public offering of those shares in those jurisdictions. Lodgement of the Entitlement and Acceptance Form or payment by BPAY will be taken by Urbanise to constitute a representation by you that there has been no breach of any such law. To the extent that you hold Shares on behalf of another person resident outside Australia or New Zealand, it is your responsibility to ensure that any acceptance complies with all applicable foreign laws. Eligible Shareholders who are nominees, trustees or custodians should seek independent advice as to how to proceed.

The distribution of this document, any document that accompanies it, or any document that is related to any of them outside Australia and New Zealand may be restricted by law. In particular, this document and any document that accompanies it or any copy of any of them must not be taken into or distributed or released in the United States of America (U.S.) or distributed or released by any U.S. person or to any person acting for the account or benefit of a U.S. person. Any person who comes into possession of this document, any document that accompanied it, or any document that is related to any of them should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws, and Urbanise disclaims any liability in relation to any such violation.

The New Shares being offered to residents of New Zealand under this Offer Document are offered in reliance on the Securities Act (Overseas Companies) Exemption Notice 2002 (New Zealand). This Offer Document and the accompanying Entitlement and Acceptance Form have not been registered, filed or approved by any New Zealand regulatory authority under the Securities Act 1978 (New Zealand). This Offer Document is not an investment statement or prospectus under New Zealand law.

Urbanise has appointed KTM Capital Limited (ACN 086 281 950) as nominee (**Nominee**) to take up the Entitlements which would otherwise have been offered to Foreign Shareholders. The Nominee will sell the Shares issued to it on taking up those Entitlements. All sales will be at prices and otherwise in the manner determined by the Nominee in its sole discretion. UBN and the Nominee will not be liable for any failure to sell the Shares at any particular price. The proceeds of the sale, net of expenses, (if any) will be distributed to each of the Foreign Shareholders in proportion to their Entitlement.

## 2.6. Custodians and nominees

The Rights Issue is being made to all Eligible Shareholders. Urbanise is not required to determine whether or not any Eligible Shareholder is acting as a nominee or the identity or residence of any beneficial owners of Shares.

Where any registered holder that qualifies as an Eligible Shareholder is acting as a nominee for a foreign person, that registered holder, in dealing with its beneficiary, will need to assess whether indirect participation by the beneficiary in the Rights Issue is compatible with applicable foreign laws.

Any person in the United States or any person that is, or is acting for the account or benefit of a U.S. person with a holding through a nominee may not participate in the Rights Issue and the nominee must not take up any Entitlement or send any materials into the United States or to any person that is, or is acting for the account or benefit of, a U.S. person.

Urbanise is not able to advise on foreign securities laws.

## 2.7. Fractional entitlements

Any fractional entitlements to a New Share will be rounded up to the nearest whole New Share.

## 2.8. Definitions

A number of terms and abbreviations used in this Offer Document have defined meanings, which are explained in the “Definitions” at section 10.

# 3. Key dates for the Offer

EVENT	DATE
Announcement of the Offer	29 August 2018
Lodgement of the following documents with ASX: <ul style="list-style-type: none"> <li>an Appendix 3B;</li> <li>this Offer Document; and</li> <li>a cleansing notice under section 708AA(2)(f) of the Corporations Act.</li> </ul>	Before 8.30am on 30 August 2018
Notice sent to Shareholders containing ASX Appendix 3B details and indicative timetable	03 September 2018
“Ex” date where the Company’s existing shares will commence trading without the entitlement to participate in the Offer	11 September 2018
Record date to determine Entitlements under the Offer	5.00pm (Sydney time) 12 September 2018

EVENT	DATE
Offer documents and personalized entitlement and acceptance forms dispatched to persons entitled	17 September 2018
Lodgement of announcement confirming dispatch has occurred	
Opening Date for the Rights Issue	19 September 2018
Last day to extend Rights Issue Closing Date	25 September 2018
Closing Date for the Rights Issue	28 September 2018
Shares quoted on a deferred settlement basis	01 October 2018
ASX notified of under subscriptions	01 October 2018
New Shares for which valid applications have been received and accepted by the Company will be issued	03 October 2018
Deferred settlement trading ends	03 October 2018
Normal trading of New Shares on ASX expected to commence	04 October 2018
Mail out of holding statements for the New Shares	04 October 2018

Urbanise reserves the right, subject to the listing rules of the ASX (**Listing Rules**), the *Corporations Act 2001* (Cth) (**Corporations Act**) and other applicable laws to, without notice, vary any or all of the dates of the Offer (whether or not they are key dates), including extending the Offer, closing the Offer early, accepting late Applications either generally or in particular cases, or withdrawing the Offer.

## 4. General information in relation to the Offer

### 4.1. What is the structure of the Offer?

The Offer is a 1-for-3.5 pro-rata non-renounceable rights issue at \$0.027 per new share, to raise A\$4,094,986 (less the costs of the Offer). It is open to Eligible Shareholders on the Record Date of 5:00pm (Sydney time) on 12 September 2018.

Urbanise currently has 530,831,549 fully paid ordinary shares on issue. It will issue up to 151,666,157 new shares (**New Shares**) under the Offer. If all New Shares are issued, Urbanise will have 682,497,706 shares on issue.

A table summarising the capital structure of the Company before and after the Offer, assuming all 151,666,157 New Shares are issued, is below:

EVENT	NO. OF SHARES
Shares on issue at date of Offer Document	530,831,549
Maximum New Shares issued pursuant to the Offer	151,666,157
MAXIMUM TOTAL SHARES ON ISSUE AFTER COMPLETION OF THE OFFER*	682,497,706

The Offer opens on 19 September 2018 and closes at 5:00pm (Sydney time) on 28 September 2018. The Offer is fully underwritten.

#### 4.2. Offer Price

The Offer Price payable for each New Share is \$0.027.

Eligible Shareholders will not be required to pay brokerage or other fees in respect of New Shares acquired under the Offer. Eligible Shareholders should note that the market price of Urbanise Shares may rise and fall between the date of this Offer Document and the date on which the New Shares are allotted. Accordingly, the price you pay per New Share pursuant to the Offer may be higher or lower than the market price of Shares at the time of this Offer or at the time the New Shares are issued under this Offer.

Urbanise recommends that you monitor the price of Urbanise Shares, which can be done via the ASX website at [www.asx.com.au](http://www.asx.com.au) (ASX: UBN).

#### 4.3. No trading of Entitlements

The Offer is made on a 'non-renounceable' basis, which means that you cannot sell, trade or transfer all or any part of your Entitlement to New Shares under the Offer. Any part of your Entitlement that is not accepted reverts to the Underwriter or lapses.

#### 4.4. Minimum subscription

There is no minimum subscription for the Offer.

#### 4.5. Underwriting

The Offer is underwritten. Further details on the Underwriter and the terms of the underwriting agreement (including a summary of termination rights available to the Underwriter) are included in section 8.4.

#### 4.6. Directors' Entitlements

Directors Russell Bate, Gary Bugden and Johan Almero Strauss have indicated they will participate in the Rights issue for their full Entitlement.

The Company's other Director, Pierre Goosen, does not have any personal (direct) holding.

#### 4.7. Shortfall Facility

The Company proposes to adopt a dispersion strategy for dealing with any Shortfall by way of a facility for shareholders to apply for additional New Shares in excess of their Entitlements not taken up under the Rights Issue (**Shortfall Facility**).

Under the Shortfall Facility, subject to the Corporations Act and the requirements of the Listing Rules, Eligible Shareholders who subscribe for their full Entitlement may apply for more New Shares than the number shown on their Entitlement and Acceptance Form (**Additional Shares**). The issue price of each Additional Share will be the Offer Price.

The Company will only issue up to the aggregate number of New Shares that are offered under the Offer, being 151,666,157 Shares, therefore it may be necessary to scale-back Applications for Additional Shares if all Applications exceed this number.

The Company's allocation policy under the Shortfall Facility will be such that if Urbanise receives Applications for Additional Shares under the Shortfall Facility which in aggregate are more than the total number of Shortfall shares, then the Applications under the Shortfall Facility will be scaled back in the Board's discretion. The Board intends to allocate Shortfall Shares to applicants under the Shortfall Facility in preference to Argosy.

#### 4.8. Effect on Control

Argosy's maximum holding may rise from 33.74% to 33.79% as a result of the Sub-Underwriter agreement as detailed in section 8.4. See section 6.2 for more details. Argosy may increase its holding to this extent by relying on the exception contained in item 10 of Section 611 and Section 615 of the Corporations Act.

Any Shareholders (other than the Underwriter, the Sub-Underwriter or any other sub-underwriter) will not be permitted to acquire a relevant interest in the Company's share capital that, in conjunction with its other relevant interests in the Issuer, exceeds 20%. Therefore, any Shareholders who may, as a result of applying for any Additional Shares under the Shortfall Facility, be at a risk of exceeding the takeovers threshold set out in section 606 of the Corporations Act, should seek professional advice before completing and returning the enclosed Entitlement and Acceptance Form.

#### **4.9. Allocation Policy**

In the event of any disputes in relation to the implementation of the allocation policy outlined above, the Board reserves the right to resolve such disputes in a manner it deems appropriate, and at its sole discretion. The decision of the Board as to allocation of Additional Shares is final.

There is no guarantee that you will receive Additional Shares and the Directors do not represent that any Applications for Additional Shares will be successful. By applying under the Shortfall Facility, you agree to accept a lesser number of Additional Shares than that applied for in your Entitlement and Acceptance Form. If the number of Additional Shares allotted to an Eligible Shareholder is less than the number applied for by that Eligible Shareholder, surplus Application Monies will be refunded in full. Interest will not be paid on monies refunded.

Any Additional Shares will be allotted at the same time as the New Shares on or around 3 October 2018, in accordance with the Offer timetable.

#### **4.10. New Shares issued under the Offer**

New Shares issued under the Offer will be fully paid ordinary shares ranking equally with Urbanise ordinary shares currently on issue. For further information on the rights attaching to New Shares, refer to section 9.

Urbanise will apply to ASX for Quotation of the New Shares to be issued under the Offer. If ASX does not grant permission for the Quotation of the New Shares within 3 months of the date the Offer opens, Urbanise will refund all Application Monies, without interest, as soon as practicable.

If you sell New Shares issued under the Offer before you receive a holding statement, you do so at your own risk.

#### **4.11. Foreign Jurisdictions**

The information in this Offer Document does not constitute an offer in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer, and no action has been taken to register the Shares or otherwise permit a public offering of the New Shares in any jurisdiction outside of Australia or New Zealand. Return of the personalised Entitlement and Acceptance Form or your payment will be taken by the Company to constitute a representation by you that there has been no breach of any such laws. Due to legal restrictions, nominees and custodians may not send copies of this Offer Document or any material relating to the Entitlement Offer or accept the Entitlement Offer in relation to any person in the United States, or any other person acting for the account or benefit of persons in the United States, or to any person in any other jurisdiction outside Australia or New Zealand except to beneficial Shareholders who are institutional or professional investors in Singapore, Hong Kong, United Kingdom, United Arab Emirates, Ireland and Monaco to the extent contemplated below or as the Company may otherwise permit in compliance with applicable laws.

##### **(a) Singapore**

This document and any other materials relating to the New Shares have not been, and will not be, lodged or registered as a prospectus in Singapore with the Monetary Authority of Singapore. Accordingly, this document and any other document or materials in connection with the offer or sale, or invitation for subscription or purchase, of New Shares, may not be issued, circulated or distributed, nor may the New Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore except pursuant to and in accordance with exemptions in Subdivision (4) Division 1, Part XIII of the Securities and Futures Act, Chapter 289 of Singapore (**SFA**), or as otherwise pursuant to, and in accordance with the conditions of any other applicable provisions of the SFA.

This document has been given to you on the basis that you are (i) an existing holder of the Company's shares, (ii) an "institutional investor" (as defined in the SFA) or (iii) a "relevant person" (as defined in section 275(2) of the SFA). In the event that you are not an investor falling within any of the categories set out above, please return this document immediately. You may not forward or circulate this document to any other person in Singapore.

Any offer is not made to you with a view to the New Shares being subsequently offered for sale to any other party. There are on-sale restrictions in Singapore that may be applicable to investors who acquire New Shares. As such, investors are advised to acquaint themselves with the SFA provisions relating to resale restrictions in Singapore and comply accordingly.

## **(b) Hong Kong**

**WARNING:** This document has not been, and will not be, registered as a prospectus under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong, nor has it been authorised by the Securities and Futures Commission in Hong Kong pursuant to the Securities and Futures Ordinance (Cap. 571) of the Laws of Hong Kong (**SFO**). No action has been taken in Hong Kong to authorise or register this document or to permit the distribution of this document or any documents issued in connection with it. Accordingly, the New Shares have not been and will not be offered or sold in Hong Kong other than to "professional investors" (as defined in the SFO).

No advertisement, invitation or document relating to the New Shares has been or will be issued, or has been or will be in the possession of any person for the purpose of issue, in Hong Kong or elsewhere that is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to New Shares that are or are intended to be disposed of only to persons outside Hong Kong or only to professional investors (as defined in the SFO and any rules made under that ordinance). No person allotted New Shares may sell, or offer to sell, such securities in circumstances that amount to an offer to the public in Hong Kong within six months following the date of issue of such securities.

The contents of this document have not been reviewed by any Hong Kong regulatory authority. You are advised to exercise caution in relation to the offer. If you are in doubt about any contents of this document, you should obtain independent professional advice.

## **(c) United Kingdom**

Neither the information in this document nor any other document relating to the offer has been delivered for approval to the Financial Conduct Authority in the United Kingdom and no prospectus (within the meaning of section 85 of the Financial Services and Markets Act 2000, as amended (**FSMA**)) has been published or is intended to be published in respect of the New Shares.

This document is issued on a confidential basis to "qualified investors" (within the meaning of section 86(7) of the FSMA) in the United Kingdom, and the New Shares may not be offered or sold in the United Kingdom by means of this document, any accompanying letter or any other document, except in circumstances which do not require the publication of a prospectus pursuant to section 86(1) of the FSMA. This document should not be distributed, published or reproduced, in whole or in part, nor may its contents be disclosed by recipients to any other person in the United Kingdom.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received in connection with the issue or sale of the New Shares has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) of the FSMA does not apply to the Company.

In the United Kingdom, this document is being distributed only to, and is directed at, persons (i) who have professional experience in matters relating to investments falling within Article 19(5) (investment professionals) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 ("FPO"), (ii) who fall within the categories of persons referred to in Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the FPO or (iii) to whom it may otherwise be lawfully communicated (together "relevant persons"). The investments to which this document relates are available only to, and any invitation, offer or agreement to purchase will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

#### **(d) United Arab Emirates**

Neither this document nor the Entitlements and the New Shares have been approved, disapproved or passed on in any way by the Central Bank of the United Arab Emirates, the Emirates Securities and Commodities Authority or any other governmental authority in the United Arab Emirates, nor has the Company received authorization or licensing from the Central Bank of the United Arab Emirates, the Emirates Securities and Commodities Authority or any other governmental authority in the United Arab Emirates to market or sell the Entitlements or the New Shares within the United Arab Emirates. No marketing of any financial products or services may be made from within the United Arab Emirates and no subscription to any financial products or services may be consummated within the United Arab Emirates. This document does not constitute and may not be used for the purpose of an offer or invitation. No services relating to the Entitlements or the New Shares, including the receipt of applications and/or the allotment or redemption of such securities, may be rendered within the United Arab Emirates by the Company. No offer or invitation to subscribe for Entitlements or New Shares is valid in, or permitted from any person in, the Dubai International Financial Centre.

#### **(e) Ireland**

The information in this document does not constitute a prospectus under any Irish laws or regulations and this document has not been filed with or approved by any Irish regulatory authority as the information has not been prepared in the context of a public offering of securities in Ireland within the meaning of the Irish Prospectus (Directive 2003/71/EC) Regulations 2005, as amended (**Prospectus Regulations**). The New Shares have not been offered or sold, and will not be offered, sold or delivered directly or indirectly in Ireland by way of a public offering, except to "qualified investors" as defined in Regulation 2(l) of the Prospectus Regulations.

## **5. How to apply for New Shares**

### **5.1. Entitlement under the Offer**

An Eligible Shareholder's Entitlement will be set out in the Entitlement and Acceptance Form accompanying this Offer Document which will be sent to Eligible Shareholders on 17 September 2018. Eligible Shareholders will be entitled to one (1) New Share for every three and a half (3.5) Urbanise Shares held as at the Record Date.

If you have more than one holding of Urbanise Shares you will receive more than one set of Offer Documents and you will have a separate Entitlement for each holding.

### **5.2. Options available to Eligible Shareholders**

If you are an Eligible Shareholder, you may:

- (a) take up all of your Entitlement (see section 5.3 for instructions on how to do this);
- (b) in addition to applying for all of your Entitlement, apply for Additional Shares under the Shortfall Facility described in section 4.7 (see section 5.4 for instructions on how to do this);
- (c) take up part of your Entitlement and allow the balance of your entitlement to lapse (see section 5.3 for instructions on how to do this); or
- (d) allow all of your Entitlement to lapse (see section 5.7).

### **5.3. Applying for New Shares**

The Entitlement and Acceptance Form will allow you to apply for less New Shares than your Entitlement. An Eligible Shareholder may take up all or part of their Entitlement by completing their personalised Entitlement and Acceptance Form which should accompany this Offer Document, and returning it together with the correct Application Monies in accordance with the instructions contained in section 5.5 by no later than the Closing Date of 5.00pm (Sydney) on 28 September 2018.

Urbanise may, but is not obliged to, accept an Application received after the Closing Date. If the Company does not accept an Application for any reason, Urbanise will refund any excess Application Monies to the Eligible Shareholder without interest.

#### **5.4. Applying for Additional Shares**

Eligible Shareholders who subscribe for their full Entitlement may apply for Additional Shares under the Shortfall Facility detailed in section 4.7. To do this, Eligible Shareholders should enter the number of Additional Shares they wish to apply for in the relevant section of their personalised Entitlement and Acceptance Form entitled "Application for Additional Shares if available".

The amount of Application Monies that Eligible Shareholders submit with their Applications must be equal to the Offer Price multiplied by the total number of New Shares applied for (including Additional Shares).

#### **5.5. Form of payment**

Payment of Application Monies (Application Monies must be equal to the Offer Price multiplied by the total number of New Shares applied for, including Additional Shares) will only be accepted in Australian currency. You must apply by returning your cheque, bank draft or money order payment with your completed Entitlement and Acceptance Form to the Share Registry by post.

##### **Paying by cheque, bank draft or money order**

- (a) complete your personalised Entitlement and Acceptance Form;
- (b) attach your payment of Application Monies, which must be drawn on an Australian bank or an Australian branch of a financial institution and be made payable in Australian currency;
- (c) address the cheque, bank draft or money order to '**Urbanise.com Limited**' and cross '**Not Negotiable**'; and
- (d) return the completed Entitlement and Acceptance Form and payment by no later than the Closing Date of **5.00pm (Sydney time) on 28 September 2018** to:

By post

**Boardroom Pty Ltd, GPO  
Box 3993, Sydney, 2000,  
NSW**

By hand delivery:

**Boardroom Pty Ltd, Level  
12, 225 George Street,  
Sydney, 2000, NSW**

##### **Payment by BPAY®**

For payment by BPAY®, please follow the instructions on the Entitlement and Acceptance Form. You can only make a payment via BPAY® if you are the holder of an account with an Australian financial institution that supports BPAY® transactions. Please note that should you choose to pay by BPAY®:

- (a) you do not need to submit the Entitlement and Acceptance Form but are taken to have made the declarations on that Entitlement and Acceptance Form; and

(b) you are deemed to have applied for such whole number of Shares which is covered in full by your Application Monies, whether that number is less than, equal to, or more than your Entitlement (in the latter case, you will be deemed to have applied for Shortfall Shares under the Shortfall Offer).

It is your responsibility to ensure that your BPAY® payment is received by the Share Registry by no later than 5.00pm (EST) on the Closing Date. You should be aware that your financial institution may implement earlier cut-off times with regards to electronic payment and you should therefore take this into consideration when making payment.

Eligible Shareholders are requested not to forward cash as cash payment will not be accepted. Receipts for payment will not be provided. Neither the Share Registry nor the Company accepts any responsibility if you lodge your Entitlement and Acceptance Form and payment at any other address or by any means other than those detailed above.

If the amount of Application Monies provided is insufficient to pay in full for the number of New Shares including any Additional Shares you applied for, or is more than the number of New Shares including any Additional Shares you applied for, then you will be taken to have applied for such whole number of New Shares including any Additional Shares which is covered in full by your Application Monies. Alternatively, the Company may in its discretion reject your Application, in which case any Application Monies will be refunded to you, without interest.

If you do not receive any or all of the Additional Shares you applied for, any surplus Application Monies will be refunded to you, without interest.

## **5.6. Effect of Application**

By applying for New Shares and Additional Shares under the Offer, an Eligible Shareholder is taken to:

- (a) agree to be bound by the terms and conditions set out in this Offer Document and the accompanying Entitlement and Acceptance Form;
- (b) acknowledge the statement of risks in section 7 of this Offer Document and that investments in Urbanise are subject to risk;
- (c) represent and warrant that they satisfy the criteria of being an “Eligible Shareholder” set out in section 2.3;
- (d) authorise the Company to place the Eligible Shareholder’s name on the Company’s shareholder register in respect of those New Shares (and if applicable, Additional Shares); and
- (e) agree to be bound by the Company’s Constitution.

Any application for New Shares under the Offer, once lodged, cannot be withdrawn.

## **5.7. Allowing your Entitlement to lapse**

If you do not wish to accept the Offer, take no action, and all of your Entitlement will lapse. Your shareholding in Urbanise, however, will be diluted.

# **6. The purpose and effect of the Offer**

## **6.1. Purpose of the Offer and use of funds**

Urbanise is making the Offer to raise funds to provide operating capital.

Based on its current budget the funds raised, together with current cash reserves, are to be used :

- To continue the development of Urbanise’s core products;
- To increase and improve Urbanise’s support team to support its growing client base;
- To expand of Urbanise’s footprint in existing markets;
- For focused sales and marketing; and

- To fund general administration costs.

The Board of Urbanise currently expects that its current cash reserves, together with the funds raised from the Offer, should be sufficient fund its operations for at least the further 12 months. This expectation is based on the realisation of expected sales revenue and continued focus on expenditure minimisation.

## 6.2. Effect of the Offer on Shareholder dilution and the control of Urbanise

If you exercise your full Entitlement under the Offer your shareholding will not be diluted. If you do not exercise your full Entitlement under the Offer your shareholding will be diluted. Ineligible shareholders will have their holdings diluted by the Offer.

The effect of the Offer on the control of Urbanise will depend upon a number of factors including:

- the level of shareholder participation (including both the taking up of Entitlements and applications for Shortfall shares);
- which shareholders participate;
- the extent to which the underwriting is called upon; and
- the level of dispersion of shortfall shares (if any) to the Underwriter and any sub-underwriters to the Offer.

If every Eligible Shareholder was to take up their full entitlement, there would be no effect on the control of Urbanise, as the Offer is made pro-rata and in that case there would not be any scope for any shareholder to apply for additional New Shares under the Offer and there would be no shortfall for the Underwriter (see section 8.4).

The Underwriter will be bound to subscribe for all New Shares which are not taken up under the Offer, which are not issued to the Nominee or are not issued under the Shortfall Facility. In addition the Sub-Underwriter has agreed to sub underwrite 34% of the underwritten shares (see section 8.4).

If no shareholder was to take up any of their Entitlement and the only sub-underwriter is Argosy, the Underwriter and Sub Underwriter, would therefore be bound to subscribe for up to 151,666,167 Shares at a total price of \$4,094,986.

In those circumstances the maximum final shareholding interests of the Underwriter and the Sub-Underwriter upon completion of the Offer will be as follows:

Party	Current Relevant Interest	Current Percentage Of Urbanise's Issued Capital (%)	Maximum Shares issued under underwriting arrangement	Total Maximum Relevant Interest	Maximum Percentage Of Urbanise's Issued Capital (%)**
Argosy Capital Limited (as Sub Underwriter)	179,077,032	33.74	51,566,493	230,643,525	33.79*
KTM Capital Pty Ltd as Underwriter	19,128,758	3.60	100,099,664	119,228,422	17.47

\*Assumes all Shareholders are Eligible Shareholders (which is not expected to be the case) and also assumes the only sub-underwriter is Argosy.

\*\* all details in the table above recognise that completion of the underwriting and sub underwriting arrangements contained in the agreement described in section 8.4 will occur simultaneously.

The Underwriter is permitted to enter into sub-underwriting agreements (in addition to the agreement with the Sub-Underwriter) which will reduce the potential maximum number of shares acquired under the Offer.

As the Sub Underwriter, Argosy's maximum holding may rise from 33.74% to 33.79%.

The following can be said about the effect of the Offer on the control of Urbanise:

- (a) currently Argosy has a sufficient holding to prevent passage of special resolutions of Shareholders. Argosy has insufficient voting power, itself, to carry or defeat ordinary shareholder resolutions. This will not change following the Offer;
- (b) as noted above, if every shareholder was to take up their full Entitlement, there would be no effect on the control of Urbanise following the Offer, however, Urbanise considers this unlikely;
- (c) the Offer, as a result of a lack of Shareholder participation could result in Argosy increasing its holding in Urbanise from 33.74% to 39.57 %, giving it significantly increased voting power;
- (d) the Underwriter and the Sub-Underwriter have advised Urbanise that they do not currently intend to change their existing relationship with Urbanise (other than the number of shares they control); and
- (e) the Underwriter will receive an underwriting fee as detailed in section 8.4;
- (f) the Sub-Underwriter will receive a sub underwriting fee as detailed in section 8.5

The Offer may result in one or more substantial shareholders increasing their voting power in Urbanise. As noted above, KTM Capital Pty Ltd may increase its shareholding to exceed 11.69% and become a substantial shareholder. The current substantial shareholders of Urbanise as at the date of this Offer Document, according to substantial holding notices lodged with the Company, are as follows:

Substantial Shareholder	Percentage of Shares
Argosy Capital Limited	33.74%
Pierce Group Asia Pte Limited (and related entities)	12.90%

## 7. Investment and business risks

An investment in Urbanise Shares is subject to investment and other known and unknown risks, including possible loss of income and principal invested. Urbanise has implemented strategies, actions, systems and safeguards for known risks, however, some risks are beyond its control. Consequently, the prevailing price or value of New Shares issued under the Offer may be more or less than the Offer price.

There are a number of risks, some specific to Urbanise and some of a general nature, which may either individually or in combination materially and adversely affect the future operating and financial performance of Urbanise, its investment returns and the value of the Shares. Many of these risks are outside the control of Urbanise.

Urbanise is a relatively new and emerging business and its business models have not matured. Urbanise's financial results, and resulting cashflow have been volatile, and disappointing. The business has, from time to time, underestimated the capital (funding) that it would require to achieve its business goals. There can be no guarantee that Urbanise will achieve its objectives or that any forward looking statements or forecasts will eventuate. This section describes the areas which Urbanise believes are the major risks associated with an investment in Urbanise. This is not an exhaustive list and should be considered in conjunction with other information disclosed by Urbanise. You should have regard to your own investment objectives and financial circumstances, and seek professional guidance from your stockbroker, solicitor, accountant or other independent professional adviser before deciding whether to invest.

In any event, Urbanise does not guarantee any particular rate of return, the performance of Urbanise, the payment of any dividends, the repayment of capital from Urbanise, any price for Urbanise Shares or any particular tax treatment.

## **7.1. Business specific risks**

### **Operator's rate of Platform adoption**

A large part of Urbanise's revenue is generated from fees for Platform usage. Historically building operators using the Platform have successfully used the technology to increase revenues or reduce costs. This expanded use (adoption) of the Platform within their business has contributed to the continued growth in Urbanise's revenues.

If there was a decline in the rate that current or new building operators adopted the Platform, this is likely to adversely affect Urbanise's revenue, profitability and ability to execute its growth strategies.

### **Risks associated with user-generated content**

Users of the Platform may generate content and accordingly the Platform has significant quantities of such content displayed throughout each building operators' portal websites. Urbanise cannot monitor all the user generated content, and does not attempt to do so. Through its licence agreements operators must indemnify Urbanise from all actions as a result of Building Occupants using the Platform. Building Occupants must also agree to an Acceptable Usage policy that explicitly bans the publishing of objectionable material. Urbanise retains the right to suspend or terminate the access rights of any Building Occupants that does not adhere to this policy.

Urbanise, by virtue of its association with user generated content, may be implicated in an objectionable or illegal activity that subsequently exposes it to a law enforcement activity, or a civil dispute, with consequent liabilities and possible disruption to Urbanise's operations. This could adversely affect Urbanise's revenues and assets.

Additionally, reputational risk associated with offensive, objectionable or illegal activity arising from user generated content may lead to a decline in Urbanise's ability to attract and retain users. Such a decline could negatively impact upon Urbanise's revenues.

### **Fee risks**

Urbanise charges fees to building operators for their usage of the Platform. For example, Urbanise charge fees each time the building operator registers a new residential account for purchasing services from the building operator.

Urbanise may need to reduce the level of its fees, for example as a result of competitive pressure or as a strategy to grow market share. A reduction in fees could lead to lower revenues overall or to slowing in the rate at which Urbanise's revenues grow.

### **Data loss, theft or corruption**

Urbanise provides its services exclusively online through the Platform. Hacking or exploitation of some unidentified vulnerability in the Platform could lead to loss, theft or corruption of data.

This could render the Platform unavailable for a period of time while data is restored. It could also lead to unauthorised disclosure of users' data, with associated reputational damage, claims by Building Occupants and regulatory scrutiny and fines.

Although Urbanise has strategies and protections in place to try to minimise security breaches and to protect data, these strategies might not be successful. In that event, disruption to the Platform and unauthorised disclosure of Building Occupants data could negatively impact upon Urbanise's revenues and profitability.

## **Hacker attacks**

Urbanise relies upon the availability of the Platform to provide services to its Customers and to attract new customers. Hackers could render the Platform unavailable through a distributed denial of service attack or other disruptive attacks.

Although Urbanise has strategies in place to minimise such attacks, these strategies may not be successful. Unavailability of the Platform could lead to a loss of revenue while Urbanise is unable to provide its services. Further, it could hinder Urbanise's ability to retain existing users, increase their activity on the Platform and to attract new users, potentially having a material adverse impact on Urbanise's growth.

## **Disruption to Internet services**

Urbanise's user community is situated in specific countries around the world. It also has staff located in a number of countries, being Australia, the United Kingdom, Malaysia and the United Arab Emirates. Disruption to Internet services in countries where Urbanise's users or staff are based, for example as a result of technical outages or catastrophic destruction of infrastructure following natural disasters, could significantly impact upon use of Urbanise's Platform and business continuity.

This could have a material adverse effect on Urbanise's ability to generate revenue while the disruptions remain in place. Further, if the disruptions affected key regions where building operators had significant populations of Building Occupants, and if the disruptions were prolonged, they could have a material adverse effect on Urbanise's ability to continue to grow its business.

## **Hosting provider disruption risks**

Urbanise relies upon its primary hosting provider, Amazon Web Services (**AWS**), to maintain continuous operation of its Platform.

Should AWS suffer outages, for example due to catastrophic destruction of infrastructure following a natural disaster, service to the Urbanise Platform may also be disrupted. If AWS ceased to offer its services to Urbanise and Urbanise was unable to obtain a replacement hosting provider quickly, this would also lead to disruption of service to the Urbanise Platform.

Unavailability of the Platform would lead to a loss of revenue while Urbanise is unable to provide its services. Further, particularly in the case of prolonged outages, such disruptions would likely have a material adverse impact upon Urbanise's reputation. This would likely hinder Urbanise's ability to retain existing Customers and Building Occupants, increase their activity on the Platform and to attract new Customers and Building Occupants, having a material adverse impact upon Urbanise's growth.

## **Supply chain disruption risk**

Urbanise bundles devices such as smart meters and smart sensors within its remote building monitoring services. These devices are manufactured by third parties which also manufacture devices for other companies (including on-sellers and distributors), and may also sell those products through their own direct channels. These devices contain electronic components that are used in other devices manufactured for other businesses that have more purchasing power than Urbanise.

The global supply of these components has limitations and demand for these components is growing.

If these other companies were to order more of these components than can be manufactured in a timely fashion, then this may disrupt or delay device orders made by Urbanise to satisfy requests by building operators for more devices.

This would likely have a material adverse effect on Urbanise's ability to generate revenue while the disruption or delays remain in place. If the disruptions were prolonged, they could have a material adverse effect on Urbanise's ability to continue to grow its business.

### **Need to attract and retain skilled staff**

Urbanise's future success will in part depend on its ability to hire and train suitable staff. Competition for such personnel is intense and there can be no assurance that Urbanise will be successful in attracting and retaining such personnel.

A failure to do so may have an adverse effect on the operations and profitability of Urbanise's business.

### **Exchange rates**

Urbanise operates internationally and in four currencies. Accordingly, fluctuations in prevailing exchange rates affect Urbanise's profitability and financial position. For example, Urbanise pays its website hosting costs in US dollars. If the Australian dollar falls relative to the US dollar, those costs increase in Australian Dollar terms, potentially reducing Urbanise's profitability.

Currently, most of Urbanise's revenues are in US dollars and most of its costs are in US dollars and Australian dollars. However, the mix of currencies in which Urbanise pays its costs and earns its revenues is changing over time. As that mix changes, there may be a greater impact on profitability in Australian dollar terms.

Urbanise's financial statements are prepared and presented in Australian dollars, and any appreciation in the Australian dollar against other currencies in which Urbanise transacts may adversely impact its financial performance and position.

### **Competition**

There are other companies that sell point-solutions for specific aspects of building maintenance and management to organisations that operate buildings.

There are other large organisations that operate buildings that have developed in-house solutions to manage maintenance and management processes.

The e-commerce, service management and the 'Internet of Everything' space has, and will continue to rapidly evolve, with new entrants and large players releasing new offerings in specific areas (for example, intelligent thermostats and smoke detectors), that are adjacent to, or may influence the Facility Management Industry's adoption of technology solutions.

Urbanise expects to face competition from such organisations, some of which will have greater financial, technical and marketing resources. Increased competition could result in margin reductions, underutilisation of employees, reduced operating margins and loss of market share. Any of these occurrences could adversely affect Urbanise's business, operating results and financial condition.

### **Global nature**

Urbanise has users in and provides services to people in multiple jurisdictions across the world. Urbanise therefore facilitates service provision, while also providing its own services into each of these jurisdictions. This broadens the scope of most general risks to Urbanise, as changes in regulation and legislation can affect Urbanise in ways that are hard to predict.

In some jurisdictions, government policies and procedures regulating online commerce may still be in their infancy, potentially resulting in local laws and practices that are time consuming and resource-intensive to comply with, or which are unclear. Required approvals may be difficult to obtain. Some of the jurisdictions in which Urbanise operates in the future may experience sudden civil unrest or major political change.

Urbanise's operations may be adversely affected by the risks associated with operating in such jurisdictions, which may impact on its ability to grow the business in overseas markets.

More generally, Urbanise will have to adapt to local business and contract customs in jurisdictions where it currently operates and where it plans to operate. This may result in Urbanise operating on less profitable terms than it has operated on historically, or ceasing to operate in such jurisdictions, which may adversely affect Urbanise's results of operations.

## **Management of future growth**

Urbanise has experienced a period of growth whilst at the same time focusing on reducing operating costs and improving the scope of its supporting infrastructure. This has resulted in new and increased responsibilities for management and has placed, and will continue to place, a significant strain on Urbanise's management..

Urbanise will be required to continue to implement and improve its systems in a timely manner in order to accommodate the increased number of transactions and customers and the increased size of its operation. A failure to do so may adversely affect Urbanise's revenue and profitability.

## **Business contracts risk**

There are a number of existing contracts which are material to Urbanise's business. Further contracts will likely be entered into by Urbanise which will also be material to Urbanise's business.

Many of these contracts are, or will be, governed by laws other than laws of Australia. There may be difficulties in enforcing contracts in jurisdictions other than Australia. Apart from the usual vicissitudes of litigation, there may be regulatory or practical considerations which frustrate the enforceability, or enforcement, of such contracts against foreign or foreign-owned counterparties. These matters may have a significant adverse effect on Urbanise's ability to enforce its contracts and may have a significant adverse effect more generally on Urbanise's business and profitability.

Apart from that, the business dealings of Urbanise are necessarily exposed to the potential of third-party insolvency. If a third-party with whom Urbanise has dealings becomes insolvent, this may also have a significant adverse effect on Urbanise and on its business and profitability. It should be noted that foreign insolvency laws are not necessarily similar to Australian insolvency laws.

## **7.2. General Risks**

### **Force majeure risks**

Force majeure is a term generally used to refer to an event beyond the control of a party claiming that the event has occurred, including acts of God, fire, flood, earthquakes, war and strikes. Urbanise does not have insurance for all force majeure risks, some of which are, in any event, uninsurable. To the extent that any such risks occur, there may be an adverse effect on the operations and profitability of Urbanise's business.

### **Potential acquisitions**

As part of its business strategy, Urbanise may make acquisitions of or significant investments in, complementary companies, services, technologies and/or products. Any such future transactions are accompanied by the risks commonly encountered in making acquisitions of companies, products and technologies, such as integrating cultures and systems of operation, relocation of operations, short-term strain on working capital requirements, achieving the sales and margins anticipated and retaining key staff and customer and supplier relationships.

### **Further funding requirements**

Although the Directors believe that, on completion of the Offer, Urbanise will have sufficient working capital to carry out its stated business objectives, there can be no assurance that such objectives can be met without further financing or, if further financing is necessary, that it can be obtained on favourable terms or at all. If additional funds are raised by issuing equity securities, this may result in dilution of some or all of the Existing Shareholders of Urbanise.

**Long-term investments**

Investors are strongly advised to regard an investment in Urbanise as a long-term proposition and to be aware that, as with any equity investment, substantial fluctuations in the value of their investment may occur. Urbanise cannot guarantee its future earnings and cannot provide a guaranteed level of return to investors.

**7.3. Risks associated with holding Shares****Investment risk**

There are several types of investment risk that may affect an investment in Urbanise, including a decline in the market price of the Shares (the initial capital value may decrease, especially if investing for the short term), the amount received as income may vary over time or the value of an investment may not keep pace with inflation. This includes the possibility that Urbanise may not be able to achieve the medium to long-term capital growth objectives.

**Economic conditions**

The operating and financial performance of Urbanise is influenced by a variety of general economic and business conditions including the level of inflation, international share markets, interest rates and exchange rates, government fiscal, monetary and regulatory policies. A prolonged deterioration in general economic conditions, including an increase in interest rates or a decrease in consumer and business demand, could be expected to have a material adverse impact on Urbanise's business or financial situation.

**Government**

Changes in government, monetary policies, taxation and other laws can have a significant influence on the outlook for companies and investor returns.

## 8. Additional information relevant to the Offer

### 8.1. No financial product advice

This document and any document which accompanies it, are not, and may not be taken to be, financial product advice or a recommendation to acquire Urbanise Shares. They have been prepared without taking into account the objectives, financial situation or needs of individuals. Before making an investment decision you should consider all relevant information having regard to your own objectives, financial situation and needs, and consult your stockbroker, accountant or other independent financial adviser.

### 8.2. Authorised and unauthorised information and representations

No person is authorised to give any information or to make any representation in relation to the Offer which is not contained in this document or in any document that accompanies it, or in any release by Urbanise to ASX. Any information or representation in relation to the Offer which is not contained in this document or in any document that accompanies it may not be relied upon as having been authorised by Urbanise or any of its officers.

To the maximum extent permitted by law, Urbanise and its respective advisers and respective affiliates or related bodies corporate and any of their respective directors, officers, partners, employees, representatives or agents exclude and disclaim all liability for any expenses, losses, damages or costs incurred by you as a result of your participation in the Offer or this Offer Document being inaccurate or incomplete in any way or any reason, whether by negligence or otherwise.

### 8.3. Taxation

There may be tax consequences associated with being issued New Shares under the Offer. None of Urbanise, its officers, employees or advisers is giving or is able to give you advice about the specific tax consequences for you. All investors should satisfy themselves of any possible tax consequences by consulting their own professional tax advisers.

### 8.4. Underwriting Arrangements

Urbanise has entered into an agreement with both the Underwriter and the Sub Underwriter under which the Underwriter and Sub Underwriter have agreed to underwrite and sub-underwrite certain parts of the Offer (**Underwriting Agreement**).

Under the Underwriting Agreement, the Underwriter is committed to subscribe or procure subscriptions (including by appointing the Sub Underwriter) for any shortfall between the numbers of shares actually subscribed for under the Offer.

The maximum number of shares that the Underwriter and Sub Underwriter would collectively subscribe for \$4,094,986 (**Underwritten Amount**) as follows:

Underwriter / Sub-Underwriter	Shares	Underwritten Amount	Fees payable (excluding GST)
KTM Capital Pty Limited (Underwriter)	100,099,664	\$2,702,690.93	\$162,161 (after sub underwriting fee is paid)
Argosy (Sub-Underwriter)	51,566,493	\$1,392,295.31	\$83,538
<b>Total</b>	<b>151,666,157</b>	<b>\$4,094,986.24</b>	<b>\$245,699</b>

Note: the above table assumes that the Sub Underwriter is issued 34% and that the Underwriter is issued 66% of the Offer Shares.

Urbanise has agreed to indemnify the Underwriter and the Sub Underwriter and their related bodies corporate, and their directors, officers and employees against certain losses in connection with the Offer, with limitations on that liability in conventional terms.

Urbanise has given a range of traditional warranties and both positive and negative undertakings in favour of the Underwriter and Sub Underwriter. There are limited termination rights contained in the Underwriting Agreement.

The Underwriter and Sub Underwriter are required to meet its obligations under the underwriting agreement within 3 business days (or such other date as determined by the Underwriter and Sub Underwriter) of receiving notification from the Company of the underwriting shortfall amount.

The obligation on the Underwriter to underwrite the Rights Issue is subject to a limited number of termination rights. The Underwriter may terminate the underwriting agreement if:

- (a) the Issuer has defaulted in the performance of any of its material obligations under the underwriting agreement;
- (b) there has been a material adverse change to the consolidated asset position of the Issuer before close of the Rights Issue; or
- (c) ASIC takes certain actions adverse the Rights Issue.

KTM Capital Limited will be paid an underwriting fee of \$245,669 (plus GST).

Under the Underwriting Agreement, the Board has the discretion under the Shortfall Facility to issue shares to Eligible Shareholders who subscribe for additional New Shares in excess of their Entitlement and not taken up under the Offer in advance of determining the Shortfall that the Underwriter will be required to take up.

The potential impact of the underwriting arrangements on shareholder dilution and the control of Urbanise is explained in section 6.2.

Oversubscriptions under the Offer from Eligible Shareholders will reduce the amount of any Shortfall which would otherwise be taken by the Underwriter.

### **8.5. Sub Underwriter**

The Sub-Underwriter has agreed to sub-underwrite up to 34% of the Offer Shares. The sub-underwriting arrangement is contained in the Underwriting Agreement. The sub underwriting arrangement automatically terminates on the Underwriting Agreement termination. Under the Underwriting Agreement, the Sub Underwriter is awarded substantially similar rights as if it were an underwriter of the Offer.

The Underwriter will pay the Sub Underwriter a sub-underwriting fee of \$83,538 (plus GST) from the underwriting fee

### **8.6. Discretion of the Board**

Without limiting the other powers and discretions set out in this document, the Directors of Urbanise may:

- (a) implement the Offer in the manner they think fit (subject always to the Listing Rules and the Corporations Act); and
- (b) settle any difficulty, anomaly or dispute which may arise either generally or in a particular case in connection with, or by reason of, the operation of the Offer or a matter in this Offer Document as they think fit, whether generally or in relation to any Shareholder or any Shares, and the determination of the Directors is conclusive and binding on all relevant Shareholders and other persons to whom the determination relates.

## **8.7. Governing law of the Offer**

This Offer Document and the documents that accompanied it, the Offer and the contracts formed on acceptance of Applications made under the Offer are governed by the laws of New South Wales, Australia. Each person who applies for New Shares under the Offer submits to the jurisdiction of the courts of New South Wales, Australia.

## **9. Rights Attaching to New Shares**

### **9.1. Terms and Conditions of New Shares**

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

- (a) At the date of the Offer, all Shares are of the same class and rank equally in all respects. Specifically, the New Shares issued pursuant to the Offer will rank equally with existing shares on issue.
- (b) Subject to any special rights or restrictions (at present there are none), at any meeting each member present in person or by proxy has one vote on a show of hands, and on a poll has one vote for each Share held.
- (c) Subject to any special rights (at present there are none), any dividends that may be declared by the Company are payable on all Shares in proportion to the amount paid up.
- (d) Subject to the Company's Constitution, the Corporations Act or any other applicable laws of Australia and the Listing Rules, the Shares are freely transferable. The Directors may refuse to register a transfer of Shares only in limited circumstances, such as where the Company has a lien on those Shares.
- (e) Each Shareholder is entitled to receive notice of, and to attend and vote at, general meetings of the Company and to receive all notices, accounts and other documents required to be furnished to Shareholders under the Company's Constitution, the Corporations Act and the Listing Rules.
- (f) The Company's Constitution provides for the sale of unmarketable parcels subject to any applicable law, provided a notice is given to the minority shareholders stating that the Company intends to sell their relevant Shares unless an exemption notice is received by a specified date.
- (g) If the Company is wound up, the liquidator may, with the sanction of a special resolution:
  - (i) divide among the Shareholders the whole or any part of the Company's property; and
  - (ii) decide how the division is to be carried out between the Shareholders.
- (h) Subject to any special rights (at present there are none), any surplus assets on a winding up are to be distributed to Shareholders in proportion to the number of Shares held by them irrespective of the amounts paid or credited as paid.

## 10. Definitions

<b>Additional Shares</b>	New Shares applied for by Eligible Shareholders in excess of their Entitlement under the Shortfall Facility.
<b>Application</b>	The submission of an Entitlement and Acceptance Form accompanied by the relevant Application Monies or arranging for payment of the relevant Application Monies through BPAY in accordance with the instructions on the Entitlement and Acceptance Form.
<b>Application Monies</b>	The aggregate amount payable for the New Shares (including Additional Shares) applied for in a duly completed Entitlement and Acceptance Form or through BPAY, calculated as the Offer Price multiplied by the number of New Shares (including Additional Shares) applied for.
<b>AWS</b>	Amazon Web Services.
<b>ASIC</b>	Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited (ACN 008 624 691 or the securities exchange operated by ASX Limited (as the context requires)).
<b>Urbanise or the Company</b>	Urbanise.com Limited (ACN 095 768 086).
<b>Board</b>	The board of Directors of the Company.
<b>Closing Date</b>	The closing date of the Offer being 5.00pm (Sydney time) on 28 September 2018 (unless extended).
<b>Constitution</b>	The Company's constitution as at the date of this Offer Document.
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Director</b>	A director of the Company.
<b>Eligible Shareholder</b>	A person who meets the requirements set out in section 2.3.
<b>Entitlement</b>	The pro-rata entitlement of an Eligible Shareholders to subscribe for New Shares under the Offer
<b>Entitlement and Acceptance Form</b>	The entitlement and acceptance form accompanying this Offer Document in respect of the Rights Issue.
<b>Ineligible Shareholder</b>	A Shareholder with a registered address outside Australia or New Zealand as at the Record Date, but excluding certain institutional or sophisticated shareholders and investors in foreign jurisdictions as determined by the Directors.
<b>Listing Rules</b>	The Listing Rules of the ASX.
<b>New Shares</b>	The ordinary shares in the Company to be issued under the Offer.
<b>Offer or Rights Issue</b>	The non-renounceable rights issue of 151,666,157 New Shares on the basis of one (1) New Shares for every three and a half (3.5) Shares held at an issue price of \$0.027 per New Share issued in order to raise up to \$4,094,986 before costs, pursuant to this Offer Document.

<b>Offer Document</b>	This document to which the Rights Issue relates.
<b>Offer Price</b>	The price payable for each New Share, being \$0.027.
<b>Opening Date</b>	The opening date of the Offer, being 19 September 2018
<b>Quotation</b>	Official quotation on ASX.
<b>Record Date</b>	The time and date for determining Entitlements under the Offer, being 5.00pm (Sydney time) on 12 September 2018.
<b>Underwriter</b>	KTM Capital Limited (ACN 086 281 950)
<b>Share</b>	A fully paid ordinary share in the capital of the Company.
<b>Shareholder</b>	A holder of a Share as recorded in the register of the Company.
<b>Share Registry</b>	Boardroom Pty Limited.
<b>Shortfall or Shortfall Shares</b>	Those New Shares not validly applied for by Shareholders under the Entitlement component of the Offer by the Closing Date, and which will revert to the Shortfall Facility.
<b>Shortfall Facility</b>	Has the meaning given to it in section 4.7 of this Offer Document.
<b>Sub Underwriter</b>	Argosy Capital Limited (Company No. 1488818)
<b>Timetable</b>	The timetable (as varied from time to time) of the Offer under as outlined in section 3 of this Offer Document.

**-ENDS**

## RIGHTS ISSUE ENTITLEMENT AND ACCEPTANCE FORM

Entitlement No.

SRN/HIN.

Number of Shares held at 7pm  
(Sydney time) on 11 September  
2018

**Offer Closes: 5pm (Sydney time) 28 September 2018**

NON-RENOUNCEABLE ISSUE OF UP TO 151,666,157 NEW SHARES AT AN ISSUE PRICE OF \$0.027 EACH ON THE BASIS OF 1 NEW SHARE FOR EVERY 3.5 ORDINARY SHARES HELD, PAYABLE IN FULL UPON ACCEPTANCE OF THIS OFFER.

### A Rights Acceptance

If you wish to accept your **FULL ENTITLEMENT** please complete and return this form **WITH YOUR PAYMENT FOR THE AMOUNT SHOWN BELOW**. The return of this form by the close date with payment will constitute acceptance of the Offer. Your signature is only required when an alteration to your address is indicated by you over the page.

Entitlement to New Shares on the basis of 1 New Share for every 3.5 Ordinary Shares held	Price Per Share	Amount Payable for Full Acceptance, at \$0.027 per New Share
	<b>\$0.027 per Share =</b>	

If you wish to accept **PART OF YOUR ENTITLEMENT ONLY** please complete this form showing in the box below the **NUMBER OF NEW SHARES BEING ACCEPTED** and the appropriate amount payable.

Number of New Shares accepted	Price Per Share	Amount Enclosed
	<b>\$0.027 per Share =</b>	\$

### B Apply for Shortfall Shares (if available)

If you wish to apply for Shortfall Shares in addition to your Entitlement above please insert the number of Shortfall Shares in the box below and the appropriate amount payable. These additional Shortfall Shares will only be allotted if available.

Number of Shortfall Shares Applied for	Price Per Shortfall Share	Amount
	<b>\$0.027</b>	\$

### C Payment

Payment may only be made by BPAY or cheque. Cash will not be accepted via the mail or at the Urbanise.com Limited Share Registry. Payments cannot be made at any bank.

#### Payment Option 1 - BPAY



**Biller Code: 237693**

Ref:

#### Telephone & Internet Banking - BPAY®

Contact your bank, credit union or building society to make this payment from your cheque or savings account.

More info: [www.bpay.com.au](http://www.bpay.com.au)

® Registered to BPAY Ltd ABN 69 079 137 518

- To pay via BPAY please contact your participating financial institution
- If paying by BPAY you do not need to return the Application Form
- If paying by BPAY the amount of your payment received in the account divided by the issue price will be deemed to be the total number of shares you are applying for.

#### Payment Option 2 – Cheque (Record cheque details below)

DRAWER	CHEQUE NO.	BSB NO.	ACCOUNT NO.	AMOUNT \$AUD
				\$

- Only cheques or bank drafts in Australian dollars and drawn on a bank or financial institution in Australia will be accepted.
- Your cheque or bank draft must be made payable to "Urbanise.com Limited" and crossed "Not Negotiable".
- Please ensure that you submit the correct amount. Incorrect payments may result in your application being rejected.

**THIS FORM CONTINUES OVERLEAF**

**D Contact Details**

CONTACT NAME	TELEPHONE WORK	TELEPHONE HOME	EMAIL ADDRESS
	( )	( )	

By submitting this Application Form or by using the BPAY facility to accept the Offer, I/We represent and warrant that I/we have read and understood the Offer Document to which this Application Form relates and declare that this Application is completed and lodged according to the Offer Document and the instructions on the reverse of the Application form and declare that all details and statements made by me/us are complete and accurate. I/We agree to be bound by the constitution of Urbanise.com Limited and agree to the terms and conditions of the Offer under this Offer Document. I/We represent and warrant that I/we have not relied on any other information provided by the Company other than as set out in this Offer Document when making my/our decision to invest.

**LODGEMENT INSTRUCTIONS TO APPLICANTS**

Please read these instructions carefully

**ACCEPTANCE OF YOUR ENTITLEMENT IN FULL OR PART**

Multiply the number of New shares for which you are accepting by \$0.027 then fill in the acceptance details, where necessary, in the space provided on the front of this form.

If you do not deal with your entitlement it will lapse at 5.00 pm (Sydney time) on 28 September 2018.

**PAYMENT****Cheque or Draft**

Complete your cheque details on the front of this form and send your cheque/draft and completed form to:

Boardroom Pty Limited  
GPO Box 3993  
SYDNEY NSW 2001

Telephone No. 1300 737 760 (within Australia) + 61 2 9290 9600 (International)  
Facsimile No. 02 9279 0664

All cheques or drafts (expressed in Australian currency) are to be made payable to "Urbanise.com Limited" and crossed "Not Negotiable".

**BPAY**

If you make payment using BPAY you must contact your Australian bank, credit union or building society to make this payment from your cheque or savings account. For more information: [www.bpay.com.au](http://www.bpay.com.au). Refer to the front of this form for the Biller Code and Customer Reference Number. Payments must be received by BPAY before 5.00 pm (Sydney time) on 28 September 2018.

**PAYMENT - OVERSEAS RESIDENTS**

Overseas shareholders who are eligible to apply for shares must obtain a draft in Australian currency payable on a bank in Australia, or where the shareholder has an account with a bank in Australia, by a cheque drawn on that bank within Australia.

The Australian currency draft should be attached to your completed form and the document mailed to Boardroom Pty Limited at the above address.

OVERSEAS SHAREHOLDERS ARE ADVISED TO ENSURE THEIR DOCUMENTS ARE POSTED TO AUSTRALIA BY AIRMAIL.

Personal cheques drawn on overseas banks in Australian or any foreign currency will not be accepted. These will be returned and the acceptance deemed to be invalid.

**INTERPRETATION**

Terms used in this Entitlement and Acceptance Form have the same meaning as defined in the Offer Document.

**CHANGES OF ADDRESS SUPPORTED BY YOUR SIGNATURE(S)**

If your address is not exactly as shown, please provide details below. This is only relevant for Issuer Sponsored registered holdings. CHESS holders must notify your sponsoring broker for amendments to holdings on the CHESS Subregister.

CHANGE OF ADDRESS DETAILS – ISSUER SPONSORED ONLY		
SIGN HERE FOR ADDRESS AMENDMENTS:		

Shareholder 1 (Individual) /  
Sole Director & Sole Company Secretary

Joint Shareholder 2 (Individual) /  
Director

Joint Shareholder 3 (Individual) /  
Director/Company Secretary  
(Delete one)

**Privacy Statement:**

Boardroom Pty Limited advises that Chapter 2C of the Corporations Act 2001 (Cth) requires information about you as a shareholder (including your name, address and details of the shares you hold) to be included in the public register of the entity in which you hold shares. Information is collected to administer your share holding and if some or all of the information is not collected then it might not be possible to administer your share holding. Your personal information may be disclosed to the entity in which you hold shares. You can obtain access to your personal information by contacting us at the address or telephone number shown on the Application Form.

Our privacy policy is available on our website (<http://www.boardroomlimited.com.au/privacy.html>).