



TUBI LIMITED

ACN 139 142 493

NOTICE OF ANNUAL GENERAL MEETING AND EXPLANATORY MEMORANDUM

Notice is given that **Tubi's 2021 Annual General Meeting** will be held **virtually and in person at 2.00pm (Sydney time) on Wednesday, 14th December 2022** at the offices of **PKF, Level 8, 1 O'Connell Street, Sydney** and via webcast at <https://tubi.verovoting.com.au/>

IMPORTANT INFORMATION

This is an important document that should be read in its entirety.

This Notice of Meeting includes an Explanatory Memorandum as an appendix. The Explanatory Memorandum has been prepared to assist Shareholders in determining whether or not to vote in favour of the Resolutions set out in this Notice of Meeting.

The ASX takes no responsibility for this Notice of Meeting or the Explanatory Memorandum.

The Explanatory Memorandum should be read in conjunction with this Notice of Meeting.

2021 Annual Report

A copy of Tubi Limited's 2021 Annual Report, including the financial report, directors' report and auditor's report for the year ended 30 June 2021 is available on the Company's website at <https://tubigroup.com/investors/annual-reports/>

You are encouraged to attend the meeting, but if you cannot, you are requested to complete and return the enclosed Proxy Form without delay:

By post to the Share Registry:

Boardroom Pty Limited
GPO Box 3993,
Sydney NSW 2001 Australia

By hand delivery to the Share Registry at:

Boardroom Pty Limited
Level 12, 225 George Street,
Sydney NSW 2000 Australia

By fax: +61 2 9290 9655

Online via: <https://www.votingonline.com.au/2beagm2021>

TUBI LIMITED

ACN 139 142 493

NOTICE OF ANNUAL GENERAL MEETING

Wednesday, 14th December 2022

Notice is hereby given that the Annual General Meeting of Shareholders (**AGM**) of Tubi Limited (**Company** or **Tubi**) will be held at 2.00pm Sydney time on Wednesday, 14th December 2022 at the offices of **PKF, Level 8, 1 O'Connell Street, Sydney** and via webcast at <https://tubi.verovoting.com.au/>.

The Explanatory Memorandum that accompanies and forms part of this Notice of Meeting describes in more detail the matters to be considered at the AGM. Please ensure you read the Explanatory Memorandum in full.

AGENDA

1. ANNUAL REPORT

To receive and consider the Annual Financial Report of the Company and its controlled entities for the year ended 30 June 2021 which includes the Annual Financial Report, the Directors' and Auditor's Reports.

2. RESOLUTION 1 – REMUNERATION REPORT

To consider and, if thought fit, to pass, with or without amendment, the following Resolution as a non-binding **ordinary resolution**:

“That, for the purpose of Section 250R(2) of the Corporations Act and for all other purposes, the Remuneration Report as contained in the Company’s Annual Financial Report for the financial year ended 30 June 2021 be adopted.”

Note: the vote on this Resolution is advisory only and does not bind the Directors or the Company.

Voting Exclusion Statement: In accordance with Section 250R of the Corporations Act, the Company will disregard any votes cast (in any capacity) on Resolution 1 by or on behalf of either of the following persons:

- (a) A member of the Key Management Personnel details of whose remuneration are included in the remuneration report; and
- (b) A closely related party of such a member. A closely related party includes close family members and companies the Key Management Personnel controls.

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 the 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, either in accordance with a direction on the Proxy Form to vote as the proxy decides or pursuant to the express authorisation detailed on the Proxy Voting Form.

3. RESOLUTIONS 2- 4 - ELECTION OF DIRECTORS

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

"That Mr. John Mouawad, who retires in accordance with Clause 15.10 of the Company's Constitution, and being eligible, be re-elected as a director of the Company."

"That Mr. Ryan Shaw, who retires in accordance with Clause 15.10 of the Company's Constitution, and being eligible, be re-elected as a director of the Company."

"That Mr. John Zeckendorf, who retires in accordance with Clause 15.10 of the Company's Constitution, and being eligible, be re-elected as a director of the Company."

4. RESOLUTION 5: ASSET PURCHASE AGREEMENT AND DEED OF IP LICENCE – MOSAIC FERTILIZER, LLC

To consider and, if thought fit, to pass, the following resolution as an **ordinary resolution**:

"That, pursuant to Listing Rule 11.2 and for all other purposes, the asset purchase agreement and deed of IP licence contemplated between Mosaic Fertilizer, LLC and the Company be approved on the terms and conditions set out in the Explanatory Memorandum."

Voting Exclusion Statement: The Company will disregard any votes cast (in any capacity) on Resolution 5 by or on behalf of either of the following persons:

- (c) Mosaic Fertilizer, LLC; and
- (d) An associate of Mosaic Fertilizer, LLC.

However, the Company will not disregard a vote if:

- (c) it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form; or
- (d) it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, either in accordance with a direction on the Proxy Form to vote as the proxy decides or pursuant to the express authorisation detailed on the Proxy Voting Form.

5. RESOLUTION 6: ASSET PURCHASE AGREEMENT – PIPELINE PLASTICS, LLC

To consider and, if thought fit, to pass, the following resolution as an **ordinary resolution**:

"That, pursuant to Listing Rule 11.2 and for all other purposes,, the asset purchase agreement contemplated between Pipeline Plastics, LLC and the Company be approved on the terms and conditions set out in the Explanatory Memorandum."

Voting Exclusion Statement: The Company will disregard any votes cast (in any capacity) on Resolution 6 by or on behalf of either of the following persons:

- (a) Pipeline Plastics, LLC; and
- (b) An associate of Pipeline Plastics, LLC.

However, the Company will not disregard a vote if:

- (e) it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form; or
- (f) it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, either in accordance with a direction on the Proxy Form to vote as the proxy decides or pursuant to the express authorisation detailed on the Proxy Voting Form.

Other Information

Entitlement to Vote

In accordance with Section 1074E(2)(g)(i) of the Corporations Act and Regulation 7.11.37 of the Corporations Regulations, the Company has determined that Shares registered in the Share Registry at **2.00pm** (Sydney time) on **Wednesday, 14th December 2022**, will be taken, for the purposes of the Meeting to be held by the persons who held them at that time.

Accordingly, those persons are entitled to attend and vote at the Meeting and Share transfers registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting.

Subject to certain voting exclusions as set out in this Notice of Meeting and the Explanatory Memorandum, the Chairman proposes to vote undirected proxies in favour of each Resolution.

Voting restrictions and exclusions in respect of the Resolution are set out above for each Resolution.

How to vote

Shareholders entitled to vote at the Meeting may vote by:

- **in person**, by either attending the virtual or physical Meeting and voting in person; or
- **by an attorney**, by appointing an attorney to attend the Meeting and vote on their behalf or, in the case of corporate Shareholders or proxies, a corporate representative to attend the Meeting and vote on its behalf;
- **by proxy**, by appointing a proxy to attend and vote on their behalf, using the Proxy Form accompanying this Notice of Meeting. A proxy may be an individual or a body corporate; or
- **online**, by visiting <https://www.votingonline.com.au/2beagm2021> and following the instructions on your Proxy Form to submit your voting intentions by 2.00pm (Sydney time) on Monday, 12th December 2022.

Voting in person (or by attorney)

Shareholders or their proxies, attorneys or representatives (including representatives of corporate proxies) wishing to vote in person should attend the Meeting and bring a form of personal identification (such as their driver's licence).

To vote by attorney at the Meeting, the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed must be received by the Share Registry before **2.00pm** (Sydney time) on **12 December 2022** any of the following ways:

Online: By visiting <https://www.votingonline.com.au/2beagm2021> and following the instructions

By Mail to: Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001 Australia

In Person at: Boardroom Pty Limited
Level 12, 225 George Street
Sydney NSW 2000 Australia

To vote in person, you or your proxy, attorney, representative or corporate proxy representative must attend the Meeting to be held via the link <https://tubi.vervoting.com.au/> or in-person at the offices of PKF, Level 8, 1 O'Connell Street, Sydney on **Wednesday, 14th December 2022** commencing at **2.00pm** (Sydney time).

A vote cast in accordance with the appointment of a proxy or power of attorney is valid even if before the vote was cast the appointor:

- died;
- became mentally incapacitated;
- revoked the proxy or power; or
- transferred the Shares in respect of which the vote was cast,

unless the Company received written notification of the death, mental incapacity, revocation or transfer before the meeting or adjourned meeting.

Voting by proxy

Shareholders wishing to vote by proxy at the Meeting must:

- appoint a proxy to vote by marking the box on page 2 of the Proxy Form;
- complete and sign or validly authenticate the Proxy Form, which is enclosed with this Explanatory Memorandum; and

deliver the signed and completed Proxy Form to the Company before the commencement of the meeting, therefore by 2.00pm (Sydney Time) on Monday, 12th December 2022 in accordance with the instructions below. A Proxy Form received after such time will not be valid for the meeting.

Submitting proxy votes

Shareholders wishing to submit proxy votes for the Meeting must return the enclosed Proxy Form to the Company in any of the following ways:

By post to the Share Registry:

Boardroom Pty Limited
GPO Box 3993,
Sydney NSW 2001 Australia

By hand delivery to the Share Registry at:

Boardroom Pty Limited
Level 12, 225 George Street,
Sydney NSW 2000 Australia

By fax: +61 2 9290 9655

Online via: <https://www.votingonline.com.au/2beagm2021>

A Shareholder entitled to attend and vote at the Meeting is entitled to appoint not more than two proxies to attend and vote at the Meeting on that Shareholder's behalf.

Notes for proxies

- A proxy need not be a Shareholder.
- A proxy may be an individual or a body corporate. A proxy that is a body corporate may appoint a representative to exercise the powers that the body corporate may exercise as the Shareholder's proxy.
- If a Shareholder appoints two proxies and the appointment does not specify the proportion or number of the Shareholder's votes each proxy may exercise, each proxy may exercise half the votes.

- A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If an appointment directs the way the proxy is to vote on a particular resolution:
 - if the proxy is the chair - the proxy must vote on a poll and must vote in the way directed; and
 - if the proxy is not the chair - the proxy need not vote on a poll, but if the proxy does so, the proxy must vote in the way directed.
- If a proxy appointment is signed or validly authenticated by the Shareholder but does not name the proxy or proxies in whose favour it is given, the Chairman may either act as proxy or complete the proxy appointment by inserting the name or names of one of more Directors or the Company Secretary.
- If:
 - a Shareholder nominates the Chairman of the meeting as the Shareholder's proxy; or
 - the Chairman is to act as proxy if a proxy appointment is signed by a Shareholder but does not name the proxies in whose favour it is given or otherwise under a default appointment according to the terms of the Proxy Form,
 then the person acting as Chairman in respect of an item of business at the meeting must act as proxy under the appointment in respect of that item of business.
- Proxy appointments in favour of the Chairman of the meeting, the Company Secretary or any Director which do not contain a direction will be voted in support of the Resolutions (in the absence of a superior proposal prior to the date of the meeting).

Notes for corporate representatives

- To vote in person at the Meeting, a Shareholder or proxy which is a body corporate may appoint an individual to act as its representative.
- To vote by corporate representative at the Meeting, a corporate Shareholder or proxy should obtain an Appointment of Corporate Representative Form from the Share Registry, complete and sign the form in accordance with the instructions on it. The appointment should be lodged at the registration desk on the day of the Meeting.
- The appointment of a representative may set out restrictions on the representative's powers.
- The original form of appointment of a representative, a certified copy of the appointment, or a certificate of the body corporate evidencing the appointment of a representative is prima facie evidence of a representative having been appointed.
- The Chairman of the Meeting may permit a person claiming to be a representative to exercise the body's powers even if he or she has not produced a certificate or other satisfactory evidence of his or her appointment.

Questions and Comments from Shareholders

In accordance with the Corporations Act, reasonable opportunity will be given to Shareholders to ask about or make comments on the financial statements for the year ended 30 June 2021 and the management of the Company at the AGM.

Similarly, Shareholders will be given a reasonable opportunity to ask the Company's external auditors, PKF, questions relevant to the accounting policies adopted by the Company in relation to the financial report, the conduct of the audit, the independence of the auditor in relation to the conduct of the audit and the preparation and content of the Auditor's Report.

Shareholders may also submit written questions to the Company or the auditor in advance of the AGM by email to the Company Secretary at elissa.hansen@cosecservices.com.au.

Questions must be received by the Company no later than five (5) days before the AGM.

Dated: 10th November 2022

By order of the Board

ANNUAL GENERAL MEETING EXPLANATORY MEMORANDUM

This Annual General Meeting (**AGM**) Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the AGM.

The purpose of this Explanatory Memorandum is to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the General Meeting Resolutions.

1. INTRODUCTION

1.1. Actions required by Shareholders

Step 1 – Read this Explanatory Memorandum

Shareholders should read this Explanatory Memorandum in full before voting on the Resolutions. If Shareholders have any questions regarding the Resolutions they should contact the Share Registry, on **1300 737 760** within Australia and **+61 2 9290 9600** outside Australia.

Step 2 – Consider and consult

Shareholders should consider all advantages, disadvantages, risks and other information provided in this Explanatory Memorandum in light of their own investment objectives and circumstances. Shareholders should seek independent advice if required.

Step 3 – Vote on the Resolution

It is very important that Shareholders vote on the Resolutions at the Meeting.

The Meeting is to be held virtually via the link **<https://tubi.vervoting.com.au/>** and in-person at the offices of **PKF, Level 8, 1 O’Connell Street, Sydney** at **2.00pm** on **Wednesday, 14th December 2022**.

If Shareholders are unable to vote in person, they may vote by attorney, or by corporate representative, or by completing and returning the enclosed Proxy Form. Proxy Forms must be received by the Share Registry no later than **2.00pm** on **Monday, 12th December 2022**.

2. ANNUAL REPORT

2.1. General

The first agenda item is to receive the Annual Report of the Company for the year ended 30 June 2021.

2.2. Corporations Act

Section 317 of the *Corporations Act 2001 (Cth)* requires the directors to lay before the Annual General Meeting the Financial Report, the Directors' Report (including the Remuneration Report) and the Auditor's Report for the last financial year that ended 30 June 2021.

The Annual Report is available on the Company's website and a printed copy has been sent to those Shareholders who requested it.

In accordance with sections 250S and 250SA of the Corporations Act, Shareholders present at the Annual General Meeting will be provided with a reasonable opportunity to:

- (a) ask questions or make comment to the Directors present on the management of the Company and Remuneration Report; and
- (b) ask questions or make comment to the Auditor about the conduct of the audit and the preparation and content of the Auditor's Report.

No formal resolution to adopt the Annual Report will be put to the Shareholders at the Annual General Meeting.

Shareholders who are unable to attend the Annual General Meeting are able to submit written questions to the Chairman or the auditor about:

- (a) The preparation and the content of the 2021 Auditor's Report;
- (b) The conduct of the 2021 audit;
- (c) Accounting policies adopted by the Company in relation to the preparation of the 2021 financial statements; and
- (d) The independence of the Auditor in relation to the conduct of the 2021 audit.

The questions will need to be submitted no later than five (5) business days before the Annual General Meeting to the Company Secretary at the Company's Registered Office or vial email to elissa.hansen@cosecservices.com.au.

3. RESOLUTION 1 – REMUNERATION REPORT

3.1. General

In accordance with Section 250R(2) of the Corporations Act, at a listed company's Annual General Meeting, a resolution that the Company's Remuneration Report be adopted must be put to the vote. Section 250R(3) of the Corporations Act provides that the vote on the resolution is advisory only and does not bind the Directors or the Company.

In accordance with Section 300A, the Remuneration Report sets out the Company's remuneration arrangements for Key Management Personnel. The Remuneration Report is part of the Directors' Report contained in the Annual Financial Report for the financial year ending 30 June 2021. A reasonable opportunity will be provided for discussion of the Remuneration Report at the Annual General Meeting.

3.2. Voting Consequences

Under the Corporations Act, companies are required to put to shareholders a resolution proposing the calling of another meeting of shareholders to consider the appointment of directors of the company ("Spill Resolution") if, at consecutive Annual General Meetings, at least 25% of the votes cast on the

Remuneration Report are voted against the adoption of the Remuneration Report and at the first of those Annual General Meetings a Spill Resolution was not put to vote. If required, the Spill Resolution must be put to vote at the second of those Annual General Meetings.

If more than 50% of votes are cast in favour of a Spill Resolution, the Company must convene a shareholder meeting (“Spill Meeting”) within 90 days of the second Annual General Meeting. At that meeting, all directors who were in office at the time of the Directors’ Report, other than the managing director, will cease to hold office immediately before the Spill Meeting. Those persons who are elected or re-elected at the Spill Meeting will be the directors of the company. Note those directors who ceased to hold office immediately prior to the Spill Meeting may stand for re-election.

Shareholders approved the 2020 Remuneration Report with a 99% “yes” vote. Accordingly, a Spill Resolution is not relevant to this Annual General Meeting.

Shareholders of the Company will be provided with the opportunity to ask questions about or make comments on the Remuneration Report.

4. RESOLUTIONS 2–4 - ELECTION OF DIRECTORS

4.1. General

In accordance with Listing Rule 14.5, a public listed company must hold an election of directors at each annual general meeting. Further, in accordance with Listing Rule 14.4 and the Company’s Constitution, a director must not hold office (without re-election) past the third annual general meeting following the director’s appointment and a director appointed to fill a casual vacancy or as an addition to the board must not hold office (without re-election) past the next annual general meeting. This rule does not apply to the managing director.

Accordingly, as Messrs. Mouawad, Shaw and Zeckendorf were all appointed to fill casual vacancies under Clause 15.10 of the Company’s Constitution, they only hold office until the end of this meeting and, being eligible, stand for re-election at this meeting.

Background information on each of the directors is provided below:

Mr. John Mouawad; Independent, Non-Executive Chairman

Appointed 6 May 2021, age 43

John Mouawad has over 15 years corporate restructuring experience and is currently a Partner in KordaMentha’s Restructuring Practice. John has significant restructuring experience and often accepts appointments as a non executive director on behalf of stakeholders seeking corporate restructures to drive commercial and financial outcomes that are in the entities’ best interests.

This experience includes serving as a director of the Flinders Power Partnership Group, the Masters Home Improvement Group and Crabtree and Evelyn. John is a registered liquidator, a member of the Australian Restructuring Insolvency Turnaround Association, the Turnaround Management Association and a Member of the Institute of Chartered Accountants.

Mr. Ryan Shaw; Independent Non-Executive Director

Appointed 6 May 2021, age 52

Ryan Shaw is highly experienced in the recovery and management of assets, particularly in situations of financial distress. He is currently Principal and Mandala Asset Solutions. Prior to joining Mandala Asset Solutions, Ryan was a Director at PricewaterhouseCoopers corporate recovery and also worked in Brunei for the Royal Family to help resolve the major litigation and asset recovery that resulted from the Prince Jefri dispute.

Ryan has recently been appointed as director in a number of major run-off situations in Australia working with major restructuring firms and asset owners to effect the restructuring and resolution of these assets.

Mr. John Zeckendorf; Independent Non-Executive Director

Appointed 9 June 2021, age 51

John Zeckendorf is highly experienced in the recovery and management of assets, particularly in situations of financial distress. John previously was a Director at PricewaterhouseCoopers

corporate recovery and then worked in Brunei for the Royal Family to help resolve the major litigation and asset recovery that resulted from the Prince Jefri dispute.

John is a Principal of Mandala Asset Solutions, who have worked extensively in Asia in asset recovery situations and John has advised creditors, Governments and Regulators in respect of insolvency and restructuring.

John has recently been appointed as director in a number of distressed and restructuring situations in Australia including iFlix, Redmap and has acted as a trustee director for overseas beneficiaries of Paladin Group.

5. RESOLUTIONS 5-6 – SALE OF ASSETS

5.1. Introduction

The purpose of this Section is to give Shareholders an understanding of Resolutions 5 to 6 and the transactions as well as to identify reasons why Shareholders may vote for or against these Resolutions.

Before deciding how to vote on these Resolutions, Shareholders should carefully consider the factors discussed below, as well as the other information contained in this Explanatory Memorandum.

As the Resolutions are not interdependent, Shareholders may choose to approve or vote against any Transaction whilst still deciding to approve one or all of the other Transactions.

5.2. Background Information and Shareholder approval

PKF Corporate Finance (NSW) Pty Ltd (**PKF**), the Company's corporate adviser has been engaged to assist with the potential divestment of assets. It has run a comprehensive process contacting over 90 individual parties domestically and internationally and advertising the Company's assets for sale.

Pursuant to this potential divestment of assets, the Company has previously completed a sale process with Mosaic Fertilizer, LLC (**Mosaic**) which signed and completed on 24 March 2022 (**Previous Asset Sale**). Details of the Previous Asset Sale were announced on 25 March 2022 to the market via an ASX announcement.

Shareholder approval was not previously obtained by the Company with regards to the Previous Asset Sale due to it being, at the time, a one-off transaction. Shareholder approval is now being sought as the Board has formed the view that the current two Transactions, in conjunction with the Previous Asset Sale, involves a significant change of the Company's business as it involves the disposal of its main undertaking.

Therefore, the Company is proposing to obtain shareholder approval of the two Transactions.

Listing Rule 11.2 requires a listed company to obtain the approval of its Shareholders to a disposal of its main undertaking. The Transactions, if completed, will for all relevant purposes, constitute the disposal of the Company's main undertaking as summarised below in sections 5.3, 5.5, 5.13, 5.14 and 5.15.

Resolutions 5 and 6 seek shareholder approval to the Transactions under and for the purposes of Listing Rule 11.2.

If Resolutions 5 and 6 are passed, the Company will be able to proceed with the Transactions. The Company's future plans in those circumstances are outlined in section 5.15.

If Resolutions 5 and 6 are not passed, the Company will not be able to proceed with the Transactions and section 5.10 outlines the consequences if this occurs.

5.3. Summary of the Mosaic Transaction

On 19 July 2022 the Company has entered into an asset purchase agreement (**Mosaic APA**) with Mosaic and an amending deed of intellectual property licence agreement (**Amended IP Licence**) (together, the **Mosaic Transaction**). The principal features of the Mosaic Transaction are set out below. The Mosaic Transaction will only proceed if Shareholders approve it as detailed in this Explanatory Memorandum. If Shareholders do not approve the Mosaic Transaction, the Mosaic APA

will be terminated, and the Company will be obligated to reimburse Mosaic for its expenses up to US\$25,000.

- (a) **Sale of assets:** the Company will sell to Mosaic the assets mainly related to the Mobile Plant 5004 , including those located in Odessa, Texas, as well as assets related to the Mobile Plant 5004 located overseas (**5004 Downstream Assets**);
- (b) **Sale of intellectual property:** the Company will sell to Mosaic the rights to, and transfer ownership of, all of the Company's intellectual property which is registered in North America (being the United States of America, Canada and Mexico) (**Owned Intellectual Property**);
- (c) **Consideration:** Mosaic will pay the Company US\$1,000,000 (less any holdback amount) as consideration for the sale of the 5004 Downstream Assets and Owned Intellectual Property;
- (d) **Holdback Amount:** A holdback amount of US\$100,000 is applicable to the Mosaic APA. Unless any warranty claims are made by Mosaic after completion, this holdback amount will be paid to the Company at the end of 12 months after completion of the Mosaic APA;
- (e) **Amended IP Licence:** the Company will enter into an Amended IP Licence where Mosaic is granted:
 - (i) a non-exclusive, irrevocable, royalty-free, fully paid-up and transferable licence to the Owned Intellectual Property anywhere in the world, except for Australia and New Zealand; and
 - (ii) an exclusive, irrevocable, royalty-free, fully paid-up non-transferable licence to all the intellectual property owned by the Company, except for the Owned Intellectual Property, for use anywhere in the United States, Canada and Mexico
- (f) **Board recommendation:** the Board has determined that the Mosaic Transaction is in the best interests of Tubi and its Shareholders and recommends that the Shareholders approve the Mosaic Transaction at the Annual General Meeting. This recommendation may change if there is a superior proposal.

The remainder of the Mosaic APA is on standard commercial terms and includes warranties and representations from the Company about the 5004 Downstream Assets in favour of Mosaic and a fiduciary exception which allows the Board to act on a competing third party proposal if the Board determines that that competing third party proposal is superior to the Mosaic Transaction and Mosaic has not provided a more commercially favourable counter proposal (see section 5.9 for further information).

5.4. Conditions Precedent to Mosaic Transaction

The implementation of the Mosaic Transaction is subject to the following conditions precedent:

- (a) majority Shareholder approval as detailed in this Explanatory Memorandum;
- (b) no material adverse event has occurred in respect of the 5004 Downstream Assets;
- (c) Tubi and Mosaic's representation and warranties under the Mosaic APA remain true and correct as at signing of the Mosaic APA and closing of the Mosaic APA
- (d) Tubi and Mosaic have each performed or complied, in all material respects, with all agreements and covenants in the Mosaic APA
- (e) certain closing deliveries are delivered by the parties; and
- (f) Tubi or Mosaic are not restrained or subject to any injunction which might prevent the Mosaic Transaction from reaching completion.

5.5. Summary of the Pipeline Plastics Transaction

On 22 July 2022 the Company has entered into an asset purchase agreement (**Pipeline APA**) with Pipeline Plastics, LLC (**Pipeline**) and an equipment lease and services agreement (**Lease**

Agreement) (together, the **Pipeline Transaction**). The principal features of the Pipeline Transaction are as follows:

- (a) **Initial lease of assets:** Between signing and completion of the Pipeline Transaction the Company and Pipeline have entered into a Lease Agreement for the lease of the assets related to the Mobile Plant 5000, located in Odessa, Texas (**5000 Assets**). Pipeline will pay US\$100,000 per month to lease the 5000 Assets and the Lease Agreement will terminate upon completion of the Pipeline Transaction. The purpose of this is to provide Pipeline with early access and use of the 5000 Assets;
- (b) **Sale of assets:** the Company will sell to Pipeline the 5000 Assets;
- (c) **Consideration:** Pipeline will pay the Company US\$1,200,000, less any rental payments paid pursuant to the Lease Agreement prior to completion of the Pipeline Transaction;
- (d) **No intellectual property:** No intellectual property is being transferred, licensed or sold to Pipeline under the Pipeline APA and is specifically excluded from the Pipeline Transaction; and
- (e) **No holdback:** The Company is not subject to a holdback amount under the Pipeline APA.

The remainder of the Pipeline APA is on standard commercial terms and includes warranties and representations from the Company about the 5000 Assets in favour of Pipeline and a fiduciary exception (see section 5.9 for further information).

5.6. Conditions Precedent to Pipeline Transaction

The implementation of the Pipeline Transaction is subject to the following conditions precedent under the Pipeline APA:

- (a) this Shareholder approval and
- (b) neither Tubi nor Pipeline are under default of the Lease Agreement.

5.7. Fiduciary exception

The Mosaic APA and Pipeline APA each have a fiduciary exception which allows the Board to:

- (a) receive (but not solicit) third party proposals, which includes any related party of the Company, (a **Competing Proposal**) in relation to each of the 5000 Assets and 5004 Downstream Assets;
- (b) assess the Competing Proposal and make a determination as to whether the Competing Proposal is superior to the relevant Transaction;
- (c) if the Competing Proposal is superior, allow Mosaic or Pipeline to provide a counter-proposal to the Company (**Counter Proposal**); and
- (d) if a Counter Proposal is received by the Company, determine whether that Counter Proposal would provide a superior outcome for Shareholders and if so, procure that a majority of the Board recommends the Counter Proposal.

5.8. Completion and timetable

Assuming all the conditions to each Transaction are satisfied, if you vote in favour of the Resolutions:

- the Company will transfer the 5004 Downstream Assets and the Owned Intellectual Property to Mosaic;
- the Company will execute the Amended IP Licence with Mosaic;
- Mosaic will pay the US\$1,000,000 to the Company (subject to any holdback provisions under the Mosaic Transaction).

- the Company will transfer the 5000 Assets to Pipeline; and
- Pipeline will pay the US\$1,200,000 to the Company (subject to any rental payments which have already occurred).

5.9. Rationale and Risks associated with Transactions

The rationale for the Transactions, and the reasons why Shareholders may vote in favour of the Resolutions, can be summarised as follows:

- The Transactions allow the Company to sell certain assets which are currently not in operation;
- The Transactions will provide the Company with valuable liquid capital;
- The transactions and the values achieved reflect the extensive global sale process conducted by PKFCF;
- The Transactions enable the Company to focus on other potentially more profitable business opportunities outside of North America;
- The Transactions enable the Company to focus on other potentially more profitable business opportunities should they arise.

The reasons why Shareholders may not vote in favour of the Resolutions include:

- **Do not want the Transactions to proceed:** If Shareholders do not want the Transaction to proceed for any reason, they will not vote in favour of the Resolution;
- **Do not want assets to be sold:** You do not want the Company to sell assets that are not currently operating; or
- **Assets more profitable being retained:** You believe the Company can earn greater returns from returning the Assets to operational status.

5.10. Key implications if the Resolutions are not passed and the Transactions do not proceed

If Shareholders do not pass the Resolutions, none of the Transactions will proceed on the terms and conditions proposed.

It is likely that the Company would either:

- retain the Assets until an appropriate buyer, which is approved by shareholders, is found; or
- lease the Assets to a third party (see section 5.15 for more detail).

5.11. Approval of some but not all Transactions

As the Transactions are not interdependent on each other, it is possible that either:

- all Transactions are approved by Shareholders;
- some Transactions are approved by Shareholders, but not all; or
- none of the Transactions are approved by Shareholders.

In the event that some of the Transactions are approved, but not all of the Transactions are approved, the Company will continue with those Transactions which are approved by Shareholders.

For example, if Shareholders approve the Mosaic Transaction but do not approve the Pipeline Transaction, the Company will continue to pursue the Mosaic Transaction but the Company will not be able to complete the Pipeline Transaction. Doing so will have implications on the Company's financial position (as set out in section 5.13) as well as the Company's future plans (as set out in section 5.15)

5.12. Impact on the Company's capital structure and control

As this is a sale of assets of the Company, its capital structure and control will not be affected.

5.13. Impact on the Company's financial position

Accordingly, if the Transactions are approved, at completion of the Transactions the Company's:

- assets will be reduced in accordance with the 5004 Downstream Assets, 5000 Assets, and Owned Intellectual Property that are being sold; and
- cash balance will increase by approximately \$3,186,905 , less transaction costs, less any holdback amounts applicable to the Mosaic Transaction, and less any rental payments already paid applicable to the Pipeline Transaction. See Appendix 1 to this Notice of Meeting which contains a proforma balance sheet of the Company comparing the financial position of the Company prior to, and after, the completion of the Transactions.

At this time the Company has not determined what it intends to do with the proceeds of the Transactions.

5.14. Impact on the Company's business

As the Assets are not currently operating, the Directors do not expect for any of the Company's business in North America to be interrupted. If the Transactions proceed the Company will no longer have potential operations or a business in North America.

5.15. Future Plans

If the Transactions proceed, the Directors intend to undertake a review of the options available to the Company including:

- Reviewing the feasibility of continuing to exploit the remaining intellectual property available to the Company and review opportunities in Australia and New Zealand
- Reviewing the ability to further monetise the upstream assets relating to Unit 5004 in conjunction with any remaining intellectual property rights in Australia and New Zealand and non exclusive global rights other than the USA;
- Determine the merits or otherwise of undertaking a return of capital to Shareholders either via share buy back or capital return; and
- Consider opportunities that may present themselves for raising further capital to explore alternative plans and operations for the Company.

During this period, it is the current intention that the Company remain suspended from quotation on the ASX, pending the outcome of the review process. To the extent the findings of the review require implementation, the Directors will seek advice as to whether further shareholder approval will be required.

Please refer to Section 6.7 which explores the possible future plans of the Company should the Transactions not proceed.

5.16. Taxation impact on Shareholders

The Directors do not consider there to be any taxation impacts on Shareholders given that the Transactions are a sale of assets of the Company. Shareholders should obtain their own independent advice from a taxation professional.

6. Additional Information

6.1. Introduction

This Section includes additional information that the Company considers is material to the decision on how to vote on the Resolutions to be considered at the Meeting.

6.2. Shareholder approvals

Shareholder approval is required for each Transaction to proceed.

Shareholders are not being asked to authorise the terms of the implementation of each Transaction itself. However Shareholders should be aware that if the Resolutions are not approved at the Meeting, each Transaction will not proceed.

Shareholders should also be aware that the passage of the Resolutions does not guarantee that each Transaction will proceed. The Mosaic Transaction and Pipeline Transaction are subject to additional conditions precedent, where the satisfaction of some are out of the Company's control. If any of these conditions are not satisfied, those Transactions will not proceed.

6.3. Voting

The Resolutions require approval by a simple majority of votes (50% or more) cast by eligible Shareholders at the Meeting.

For the full explanation of the nature, purpose and effect of the Resolutions and the voting restrictions applying to them, is set out in Section 2.

6.4. The Resolutions – Approval of Transactions

Resolution 5: Asset Purchase Agreement and Deed of IP Licence – Mosaic Fertilizer, LLC

To consider and, if thought fit, to pass, the following resolution as an ordinary resolution:

“That, pursuant to Listing Rule 11.2 and for all other purposes,, the asset purchase agreement and deed of IP licence contemplated between Mosaic Fertilizer, LLC and the Company be approved on the terms and conditions set out in the Explanatory Memorandum.”

Resolution 6: Asset Purchase Agreement – Pipeline Plastics, LLC

“That, pursuant to Listing Rule 11.2 and for all other purposes,, the asset purchase agreement contemplated between Pipeline Plastics, LLC and the Company be approved on the terms and conditions set out in the Explanatory Memorandum.”

6.5. Director Recommendation

A majority of the Directors are of the view that the Mosaic Transaction and Pipeline Transaction are fair and reasonable to, and in the best interests of, the Shareholders as a whole, and that these Transactions will not materially prejudice the Company's ability to pay its creditors. The majority of the Board recommends that the Shareholders approve all of the Transactions (in the absence of a superior proposal).

6.6. Director Holdings

As at the date of this Notice of Meeting, Mr Marcello Russo has a relevant interest in approximately 12.2% of Shares on issue.

6.7. Dissenting Director Recommendation – Mr Marcello Russo

Mr Russo recommends that you vote AGAINST Resolutions 2 to 6. He holds a relevant interest in approximately 12.2% of the Shares on issue, and intends to vote all of his Shares AGAINST Resolutions 2 to 4 for the election of directors, John Mouawad, Ryan Shaw and John Zeckendorf, and resolutions 5 and 6 concerning the Transactions.

Mr Russo is voting AGAINST Resolutions 5 and 6 because he believes greater value for shareholders can be achieved by returning the assets to an operating state through a planned return to trading and operation of mobile plant assets.

The Company understands that Mr Russo will be writing to all shareholders with a detailed explanation of his rationale for voting against the sale of the Company's remaining assets, together with an outline of his plan to return the Company to operating status.

6.8. Agreement or arrangement

There is no agreement or arrangement made between any Director and any other person in connection with or conditional upon the outcome of the Transactions other than as set out in this Explanatory Memorandum.

6.9. Independent advice

Shareholders should consult their legal, financial, taxation or other professional adviser if they have any queries regarding the Transactions or any other aspects of this Explanatory Memorandum.

6.10. Other Material Information

The Company will issue a supplementary document to this Explanatory Memorandum if it becomes aware of any of the following between the date of despatch of this Explanatory Memorandum and the date of the Meeting:

- a material statement in this Explanatory Memorandum is false or misleading in a material respect;
- a material omission from this Explanatory Memorandum;
- a significant change affecting a matter included in this Explanatory Memorandum;
- a significant new matter has arisen and it would; or
- have been required to be included in this Explanatory Memorandum if it had arisen before the date of lodgement of this Explanatory Memorandum for registration by ASIC.

Depending on the nature and timing of the changed circumstances and subject to obtaining any relevant approvals, the Company may circulate and publish any supplementary document by:

- placing an advertisement in a prominently published newspaper which is circulated generally throughout Australia; and/or
- posting the supplementary document to Shareholders at their registered address as shown in the Company Register; and/or
- posting a statement on the Company's corporate website, as the Company in its absolute discretion considers appropriate.

7. Glossary

The following terms used in this Explanatory Memorandum have the meanings given to them below, unless the context otherwise requires.

5000 Assets	means the assets related to the 5000 mobile plant located in Odessa, Texas.
5004 Downstream Assets	means the assets related to the 5004 downstream mobile plant located in Odessa, Texas.
Amended IP Licence	means the amending deed of intellectual property licence agreement to be entered into between the Company and Mosaic, as contemplated by the Transaction.
Annual General Meeting	means the meeting convened by the Notice of Annual General Meeting.
ASIC	means the Australian Securities & Investment Commission.
Assets	means the 5000 Assets and the 5004 Downstream Assets..
ASX	means ASX Limited (ACN 008 624 691) or, as the context requires, the financial market conduct by it.
Board	means the board of Directors of the Company.
Company	means Tubi Limited (ACN 139 142 493)
Competing Proposal	has the meaning given to it in section 5.7.
Counter Proposal	has the meaning given to it in section 5.7.
Corporations Act	means Corporations Act 2001 (Cth)
Director	means a director of the Company, being at the date of the Explanatory Memorandum, each of John Mouawad, Marcello Russo, Ryan Shaw, and John Zeckendorf.
Explanatory Memorandum	means the explanatory memorandum for the Annual General Meeting.
Key Management Personnel	has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.
Lease Agreement	means the lease agreement entered into between the Company and Pipeline for the temporary lease of the 5000 Assets on 21 July 2022.
Listing Rules	listing rules of the ASX.
Meeting	meeting of the Shareholders to be convened to consider the Resolutions on Wednesday, 14 th December 2022.
Mosaic	means Mosaic Fertilizer, LLC.

Mosaic APA	means the asset purchase agreement entered into between the Company and Mosaic on 19 July 2022.
Mosaic Transaction	means the transaction between the Company and Mosaic, which includes the Mosaic APA and Amended IP Licence.
Notice of Meeting	notice meeting issued by the Company for the Meeting.
Owned Intellectual Property	means all of the intellectual property owned by the Company which is registered in United States, Canada, and Mexico.
Pipeline	means Pipeline Plastics, LLC.
Pipeline APA	means the asset purchase agreement entered into between the company and Pipeline on 22 July 2022.
Pipeline Transaction	means the transaction between the Company and Pipeline, which includes the Pipeline APA and Lease Agreement.
Previous Asset Sale	means the previous asset sale between the Company, Mosaic, Tubi USA, INC., and Hopetoun Corporation Pty Ltd for the sale of assets related to mobile plants 5002 and 5003 located in Bartow, Florida.
Proxy Form	the Proxy Form attached to the Notice of Meeting.
Resolutions	the resolutions set out in the Notice of Meeting.
Shares	ordinary shares in the capital of the Company.
Shareholder	a registered holder of a Share.
Share Registry	Boardroom Pty Limited (ACN 033 209 836).
Transaction or Transactions	summarised in Section 5, being each of the Mosaic Transaction and Pipeline Transaction that will be implemented, subject to satisfaction of conditions precedent.

Appendix 1 – Proforma Balance Sheet

\$'000s	Actual per Tubi Limited Management (as at October 31, 2022)	Impact of Pipeline Plastics Transaction	Impact of Mosaic Transaction	Other potential transaction costs	Pro-Forma	Comments on carrying balances
Current Assets						
Cash and Cash Equivalents	2,718	1,467	1,202	(250)	5,137	Impact of transactions includes total consideration of US\$1.2m and US\$1.0m received for 5000 and 5004 downstream respectively less payments received to date from Pipeline. Provision for \$250k of other transaction / costs have been included.
Trade and Other Receivables	2,025	-	156	-	2,181	Impact of transactions includes 12 month deferred component of 10% of Mosaic consideration for 5004 downstream
Inventories	13	-	-	-	13	Immaterial
Non-current assets held for sale	1,252	-	(1,252)	-	-	This represents the written down balance of Plant 5004. Given the Board's decision to sell this Asset was made pre-30 June 2022, the balance was re-classified to Non-Current Assets Held for Sale in accordance with AASB 5 <i>Non-current Assets Held for Sale and Discontinued Operations</i> .
Other Assets	134	-	-	-	134	Primarily consists of prepayments.
Total Current Assets	6,142	1,467	106	(250)	7,465	
Non-Current Assets						
Property, Plant & Equipment	1,891	(1,642)	-	-	248	Balance of PPE following impact of transactions includes residual balance of value in use not included in the proposed transactions.
Intangible Assets	128	-	-	-	128	Balance of intangible assets following impact of transactions includes residual balance of value in use not included in the proposed transactions
Right of Use Assets	-	-	-	-	-	Nil balance
Deferred Tax Assets	(0)	-	-	-	(0)	Nil balance
Total Non-Current Assets	2,018	(1,642)	-	-	376	
Total Assets	8,161	(176)	106	(250)	7,841	
Current Liabilities						
Trade and Other Payables	1,098	(302)	-	-	796	Primarily consists of payable to Hopetoun pursuant to the hold back arrangements of the sale of 5002 and 5003.
Borrowings	95	-	-	-	95	Insurance premium funding outstanding.
Current Tax Liabilities	8	-	-	-	8	Immaterial
Lease Liabilities	-	-	-	-	-	Nil balance
Employee Benefits	198	-	-	-	198	Annual leave and long service leave provisions
Total Current Liabilities	1,399	(302)	-	-	1,096	
Non-Current Liabilities						
Deferred Tax Liabilities	(0)	-	-	-	(0)	Nil balance
Lease Liabilities	-	-	-	-	-	Nil balance
Total Non-Current Liabilities	(0)	-	-	-	(0)	
Total Liabilities	1,399	(302)	-	-	1,096	
Net Assets	6,762	127	106	(250)	6,745	
Equity						
Issued Capital	23,813	-	-	-	23,813	
Reserves	40	-	-	-	40	
Net Income (Loss) for the Period	(495)	127	106	(250)	(513)	
Retained Earnings	(16,596)	-	-	-	(16,596)	
Total Equity	6,762	127	106	(250)	6,745	

Number of shares 311,306,779
NTA/share (cents) 2.17

Assumptions:

Transaction costs of \$100k and \$200k for above respective transactions has been incorporated in the above transactions and an additional \$250k have been recorded separately

No wind down

Tubi will recover 100% of hold back amount from previous Mosaic and proposed Mosaic Transaction

Plant 5004 allocated 2 ways on an assumed 50% split basis for Upstream and Downstream parts (Plant 5004 Upstream was impaired in full, Downstream was impaired to fair value less costs to sell)

A high level tax computation has been prepared to reflect the proposed transactions - no tax liability is expected

The pro-forma adjustments result in a profit for the Mosaic and Pipeline transactions - the profit represents a write back of the impairment due to the transaction being denominated in USD and a weakening of the AUD since 30 Jun 2022