
MEMBERS SPECIAL RESOLUTION OF

GREEN CAFFEEN PTY LTD

ACN 625 550 638

As permitted under section 136(2) of the Corporations Act 2001 (Cth)

The undersigned are, at the time of signing this document, all of the members of the company Green Caffeem Pty Ltd ACN 625 550 638 (the **Company**) entitled to vote on the special resolution set out below.

By signing the document below the undersigned acknowledge that they are in favour of the special resolution set out below and that the special resolution is passed when the last member signs this document..

Resolved that approval is given:

1. The members agree to waive the notice period requirements under of the Constitution regarding calling of a meeting whereby a special resolution will be put before the members.
 2. The members agree to rescind the Shareholders Agreement dated 10 December 2019 effective immediately.
 3. The members agree to:
 - (a) implement an Employee Share Option Plan;
 - (b) ratify the Employee Share Option Plan attached to these minutes in **Annexure A**.
 4. In accordance with clause 125.1 of the Constitution, the members agree to alter the share capital of the Company by:
 - (a) issuing 5% of the share capital of the Company to Beachhead Venture Capital Fund ACN 614 657 340; and
 - (b) issuing and reserving 20% of the then share capital of the Company for the Employee Share Option Plan.
 5. The members agree to do all things required to issue up to a maximum 10% of the share capital of the Company for the operations of the Company by way of:
 - (a) engaging Birchall Financial Services Pty Ltd ACN 621 812 646 for advice regarding crowd-sourced funding;
 - (b) securing additional funding in accordance with the crowd-sourced funding provisions of Part 6D.3A of the Corporations Act 2001 (Cth).
 6. In accordance with clause 82.1 of the Constitution, the members agree to waive the issuing procedure for pre-emptive rights in relation to any crowd-sourced funding under Part 6D.3A of the Corporations Act 2001 (Cth).
-

-
7. In accordance with section 136(2) of the Corporations Act 2001 (Cth), the Company may be special resolution modify its Constitution. The members of the Company agree to modify the Constitution as follows:

(a) Inserting in Overview (d) on page 7 the words 'Subject to clause 1.2' at the beginning of the section;

(b) Inserting a new clause 1.2 as follows:

1.2 Proprietary company

The Company is a proprietary company limited by shares and accordingly:

(a) the number of Shareholders of the Company is limited to no more than 50 (counting joint holders of a share in the Company as one person), but not counting any person who is:

(i) an employee of the Company or of a Subsidiary of the Company who is a Shareholder;

(ii) any person who was an employee of the Company or of a Subsidiary of the Company when that person became a Shareholder;

(iii) a CSF Shareholder by reason of:

(A) being issued eligible Equity Securities under a CSF Offer; or

(B) acquiring eligible Equity Securities that were originally issued under a CSF Offer; or

(iv) otherwise not required to be counted towards the 50 shareholder limit by reason of the Act; or

(b) the Company must not engage in anything that would require disclosure to investors under Chapter 6D of the Act other than as authorised by the Act.

(c) Deleting in clause 45.1 the words '2 members' and inserting the words '50% by voting right';

(d) Deleting in clause 56.1(b) the words 'at least 5 members present who are entitled to vote on the resolution' and insert the words 'by a 50% majority based on voting rights';

(e) Deleting in clause 56.1(c) the words '10%' and insert the words 'a 50% majority based on voting rights';

(f) Deleting in clause 64.1 the words 'all members' and insert the words 'a 50% majority based on voting rights of members';

(g) Inserting in clause 76 the following:

76.6 Pre-emption for certain existing Shareholders on issue of Shares

- (a) *With the exception of any Shares issued under clause 76.6(b), before issuing Shares of a particular class, the Board must offer them to each Shareholder who holds 5% or more of the total issued Shares of that class. For the avoidance of doubt, Shareholders who hold less than 5% of the total issued Shares in that class are not entitled to be issued Shares under this clause 76.6(a).*
- (b) *The Board may issue such Equity Securities (meaning Ordinary Shares, Preference Shares, any securities or instruments convertible into Ordinary Shares (including convertible notes and preference shares), any options to subscribe for any such Ordinary Shares or convertible securities or instruments and any other class of securities the Board designates as Equity Securities) without first offering them to Shareholders holding Shares of a particular class under clause 76.6(a), in the following circumstances:*
- (i) *(conversion of Equity Securities) an issue of Equity Securities on conversion or exercise of any Equity Securities;*
- (ii) *(buy-back funding) an issue of Equity Securities where the proceeds of the issue are used to fund a buy-back, cancellation, purchase or redemption of any Equity Securities by the Company envisaged under this Constitution, any Approved Employee Share Option Plan or terms of issue or other applicable constitutional document for a class of Equity Securities; or*
- (iii) *(Approved Employee Share Option Plan) an issue of Equity Securities under any Approved Employee share Option Plan.*
- (c) *As far as practicable, the number of Shares offered to each Shareholder under clause 76.6(a) must be in proportion to the number of Shares of that class already held by that Shareholder.*
- (d) *To make the offer, the Board must give each Shareholder a statement setting out the terms of the offer, including:*
- (i) *the number of Shares offered to that Shareholder;*
- (ii) *the total number of Shares offered; and*
- (iii) *the period for which the offer will remain open.*
- (e) *The Board may issue any Shares not taken up under the offer under clause 76.6(a) as it sees fit.*
- (f) *The Shareholders, by resolution in general meeting, may authorise the Board to make a particular issue of shares without complying with clauses 76.6(a) to 76.6(e).*
-

76.7 Changes to Shares

- (a) *Subject to the Act and this constitution, the Company may:*
 - (i) *convert an Ordinary Share to a Preference Share, other than to a redeemable Preference Share;*
 - (ii) *convert a Preference Share to an Ordinary Share;*
 - (iii) *reclassify any Shares into classes of Shares;*
 - (iv) *cancel any Shares; and*
 - (v) *buy back its own Shares.*
- (b) *Subject to the Act, the Company may convert all or any of its Shares into a larger or smaller number of Shares by Ordinary Resolution passed at general meeting.*

(h) Inserting in clause 107 the following:

107.2 Offer to Company

- (a) *Except where the proposed transfer is a Permitted Transfer under clause 107.2(c), and subject to the requirements under this clause 107, before transferring Shares of a particular class, a Shareholder must offer the Shares to the Company.*
 - (b) *If the Company does not exercise its right to acquire the Shares referred to in clause 107.2(a) within 14 Business Days following the date of service upon the Company of an offer pursuant to that clause, the Shareholder must then offer the in accordance with this Constitution.*
 - (c) *The following transfers are permitted transfers (**Permitted Transfers**):*
 - (i) *any person entitled to a Share because of the death or bankruptcy of a Shareholder; or*
 - (ii) *subject to the Shareholder holding at least 5% of the total issued Shares of a particular class (unless otherwise approved by the Board):*
 - (A) *from that Shareholder being the trustee of any trust on any change of trustee to the new trustee or trustees for the time being of the trust;*
 - (B) *from that Shareholder being a nominee or trustee to the person beneficially entitled;*
-

-
- (C) from that Shareholder being an individual to any relative of that Shareholder being the wife, husband, child or other direct issue of that Shareholder (Specified Relatives);
- (D) from that Shareholder to the trustee or trustees of any deed of trust or settlement made principally for the benefit of that Shareholder and/or one or more of the Specified Relatives and controlled by that Shareholder or any one or more of the Specified Relatives (in which case the Directors must register the transfer unless the Directors are reasonably satisfied that persons other than the Shareholder and/or the Specified Relatives are likely to become entitled to more than 50% of the income and/or capital of the trust estate, whether directly or indirectly, after the transfer); or
- (E) in the case of a Shareholder being a body corporate, from that Shareholder to a related body corporate (in which case the Directors must register the transfer unless there has been a change in control of the Shareholder since the date the Shareholder acquired the shares).
- (d) Despite any other provision of this constitution, a Shareholder may not dispose of Shares if that sale or disposal would result in:
- (i) the Company having to issue a disclosure document or a product disclosure statement under Chapter 6D or Chapter 7 respectively of the Act; or
- (ii) a Competitor holding Shares,
- other than with the 75% majority of the Board.
- (i) Deleting in clause 119.1 the words 'All the members' and inserting the words 'The members (by 50% majority based on voting rights)';
- (j) Inserting a new clause 165 as follows:

165 Drag rights

165.1 Right to give Drag Notice

*If one or more Shareholders intend to sell Equity Securities equal to or greater than 70% of the Ordinary Shares on a Fully Diluted Basis ("**Drag Seller**") to an Unrelated Buyer or to a Shareholder (or Affiliate of it) that is not an Affiliate of the Drag Seller ("**Drag Buyer**") then the Drag Seller may give a notice ("**Drag Notice**") to each Shareholder ("**Dragged Shareholder**") with a copy to the Company.*

165.2 Contents of Drag Notice

A Drag Notice must state:

- (g) (**Drag Seller**) the identity of the Drag Seller;
-

-
- (b) (**Drag Buyer**) the identity of the Drag Buyer;
 - (c) (**Equity Securities being sold**) the number and class of Equity Securities proposed to be sold by the Drag Seller;
 - (d) (**Drag Proportion**) the percentage of the total number of Equity Securities held by the Drag Seller proposed to be sold ("**Drag Proportion**");
 - (e) (**sale price**) the cash sale price for each Equity Security which must be the same price for the Equity Securities sold by the Drag Seller ("**Drag Sale Price**") and any other terms of the proposed sale by the Drag Seller to the Drag Buyer;
 - (f) (**sale required**) that the Drag Seller requires each Dragged Shareholder to sell the Drag Proportion of the Dragged Shareholder's Equity Securities ("**Dragged Securities**") to the Drag Buyer at the Drag Sale Price and on the other terms set out in the Drag Notice, which terms must be no less favourable to the Dragged Shareholder than the terms on which the Drag Seller is proposing to sell its Equity Securities to the Drag Buyer; and
 - (g) (**completion date**) the Drag Seller's reasonable best estimate of the date for completion of the sale to the Drag Buyer, which unless otherwise agreed between the Drag Seller, the Drag Buyer and the Company, must be not less than 10 Business Days after the date of the Drag Notice.

165.3 Effect of Drag Notice

If a Drag Notice is given then:

- (a) each Dragged Shareholder must sell its Dragged Securities to the Drag Buyer on the terms stated in the Drag Notice; and
- (b) the Drag Seller must not complete the proposed sale to the Drag Buyer unless, at the same time, the Drag Buyer buys all the Dragged Securities of each Dragged Shareholder at the Drag Sale Price and on the other terms stated in the Drag Notice.

165.4 Withdrawal of Drag Notice

A Drag Notice may be revoked by the Drag Seller at any time by written notice to the Company. The Company must notify each Shareholder promptly if any Drag Notice is validly withdrawn.

165.5 Dragged Shareholders liability

Dragged Shareholders can be required to give to the Drag Buyer representations, warranties and/or indemnities relating to the Company and its Business substantially equivalent to those

given by the Drag Seller, provided that any liability for any such representations, warranties or indemnities given to the Drag Buyer in any documentation to effect the sale is allocated between the Drag Seller and the Dragged Shareholders in proportion to the amount of consideration payable for the relevant Equity Securities sold to the Drag Buyer.

(k) Inserting a new clause 166 as follows:

166 Tag rights

166.1 When tag rights apply

*If one or more holders of Equity Securities intends to sell Equity Securities which represent 30% or more of the Equity Securities on a Fully Diluted Basis ("**Tag Sellers**") to a person ("**Tag Buyer**") then, subject to clause 166.2 ("**Exceptions**"), the Tag Seller must give a notice ("**Invitation to Tag**") to each Ordinary Shareholder ("**Tag Shareholder**") with a copy to the Company.*

166.2 Exceptions

An Invitation to Tag is not required where the proposed sale by the Tag Seller is a Permitted Transfer.

166.3 Contents of Invitation to Tag

An Invitation to Tag must state:

- (a) (**Tag Seller**) the identity of the Tag Seller;*
 - (b) (**Tag Buyer**) the identity of the Tag Buyer;*
 - (c) (**Equity Securities being sold**) the number and class of Equity Securities proposed to be sold by the Tag Seller;*
 - (d) (**Tag Proportion**) the percentage of the total number of Equity Securities held by the Tag Seller proposed to be sold ("**Tag Proportion**");*
 - (e) (**sale price**) for each class of Equity Securities proposed to be sold, the cash sale price for each Equity Security ("**Tag Sale Price**") and any other terms of the proposed sale by the Tag Seller to the Tag Buyer;*
 - (f) (**Tag Option**) that each Tag Shareholder has an option ("**Tag Option**") to direct the Tag Seller to include in the sale to the Tag Buyer, the Tag Proportion of each class of the Tag Shareholder's Equity Securities ("**Tag Securities**"), at the Tag Sale Price and on the other terms set out in the Invitation to Tag, which terms must be no less favourable to the Tag Shareholder than the terms on which the Tag*
-

Seller is proposing to sell its Equity Securities to the Tag Buyer;

- (g) (exercise period) the period during which the Tag Option may be exercised which, unless otherwise agreed in writing between the Tag Seller and the Company (with Investor Director Approval), must not be less than 10 Business Days from the date of the Invitation to Tag; and*
- (h) (completion date) the Tag Seller's reasonable best estimate of the date for completion of the sale to the Tag Buyer if the Tag Option exercised, which unless otherwise agreed in writing between the Tag Seller, the Tag Buyer and the Company (with Investor Director Approval), must not be less than 10 Business Days after the last date for exercise of the Tag Option.*

166.4 Exercise of a Tag Option

A Tag Option may be exercised by notice in writing to the Tag Seller with a copy to the Company within the exercise period stated in the Invitation to Tag. Any exercise of a Tag Option must be for all Tag Securities of the relevant Tag Shareholder and is irrevocable, unless otherwise agreed in writing between the Tag Seller and the relevant Tag Shareholder.

166.5 Effect of exercise of Tag Option

If a Tag Shareholder exercises its Tag Option:

- (a) the Tag Shareholder must sell its Tag Securities to the Tag Buyer on the terms stated in the Invitation to Tag; and*
- (b) the Tag Seller must not complete the proposed sale to the Tag Buyer unless at the same time the Tag Buyer buys the Tag Securities of each Tag Shareholder for which a valid notice of exercise has been given by the Tag Shareholder under clause 166.4 ("Exercise of a Tag Option") at the Tag Sale Price and on the other terms specified in the Invitation to Tag.*

166.6 Tag Shareholders liability

Tag Shareholders can be required to give to the Tag Buyer representations, warranties and/or indemnities (limited to title and capacity regarding the Tag Securities) relating to the Company and its Business substantially equivalent to those given by the Tag Seller, provided that any liability for any such representations, warranties or indemnities given to the Tag Buyer in any documentation to effect the sale is allocated between the Tag Seller and the Tag Shareholders which accept the Tag Option severally and in proportion to the amount of consideration payable for the relevant Equity Securities sold to the Tag Buyer.

(l) Inserting new definitions in Definitions section on page 32 as follows:

***CSF** means crowd-sourced funding within the meaning of the Act.*

***CSF Offer** means an offer of eligible Equity Securities that is made under the CSF Regime in Part 6D.3A of the Act.*

***CSF Regime** means the statutory regime for crowd-sourced funding in Pt 6D.3A of the Act regulating CSF Offers.*

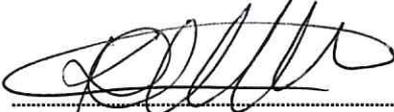
***CSF Shareholder** means a Shareholder that holds one or more eligible Equity Securities in the Company as a result of:*

(a) being issued eligible Equity Securities under a CSF Offer; or

(b) acquiring eligible Equity Securities that were originally issued under a CSF Offer.

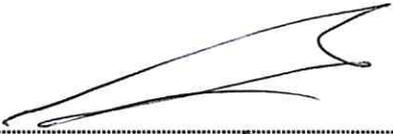
8. The members of the Company agree to record the amendments to the Company Constitution by way of Deed of Variation as attached in **Annexure B**.

Signed by the members:

EXECUTED BY KELLIE LOUISE CLARKE in the presence of:	 Kellie Louise Clarke 16.11.2020
 Witness	
Danier A. Clarke Witness name	

EXECUTED BY MARTIN JAMES BROOKS in the presence of:	 Martin James Brooks
 Witness	
Danier A. Clarke Witness name	

Acknowledged by the Company:

EXECUTED BY GREEN CAFFEEN PTY LTD ACN 625 550 638 in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth):)))	
 Director 16.11.2020		 Director
Name: Kellie Louise Clarke		Name: Martin James Brooks