

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder**

To Company Name/Scheme Highfield Resources Limited

ACN/ARSN 153 918 257

**1. Details of substantial holder (1)**

Name BCI Minerals Limited (BCI)

ACN/ARSN (if applicable) 120 646 924

The holder became a substantial holder on 18 / 11 / 21

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

| Class of securities (4)             | Number of securities | Person's votes (5) | Voting power (6) |
|-------------------------------------|----------------------|--------------------|------------------|
| Fully paid ordinary shares (Shares) | 26,349,498           | 26,349,498         | 7.23%            |
|                                     |                      |                    |                  |

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

| Holder of relevant interest | Nature of relevant interest (7)                           | Class and number of securities |
|-----------------------------|---|--------------------------------|
| BCI                         | Pursuant to section 608(2)(b)(ii) of the Corporations Act | 26,349,498 Shares              |
|                             |   |                                |

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

| Holder of relevant interest | Registered holder of securities                        | Person entitled to be registered as holder (8)         | Class and number of securities |
|-----------------------------|--|--|--------------------------------|
| BCI                         | AustralianSuper Pty Ltd as trustee for AustralianSuper | AustralianSuper Pty Ltd as trustee for AustralianSuper | 26,349,498 Shares              |
|                             |  |  |                                |

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

| Holder of relevant interest | Date of acquisition | Consideration (9) |   | Class and number of securities |
|-----------------------------|---------------------|-------------------|---|--------------------------------|
|                             |                     | Cash              | Non-cash  |                                |
| BCI                         | 18 November 2021    |                   | See Annexure A of 1 page and Annexure B of 45 pages | 26,349,498 Shares              |
|                             |                     |                   |   |                                |

**6. Associates**

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

| Name and ACN/ARSN (if applicable) | Nature of association |
|-----------------------------------|-----------------------|
| N/A                               | N/A                   |
|                                   |                       |

**7. Addresses**

The addresses of persons named in this form are as follows:

| Name                 | Address                                      |
|----------------------|--|
| BCI Minerals Limited | Level 1, 1 Altona Street, West Perth WA 6005 |
|                      |  |

**Signature**

print name

Stephanie Majteles  
General Counsel

capacity

*Company Secretary*

sign here

*Stephanie Majteles*

date

*22/11/2021*

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

This is **Annexure A** of 1 page referred to in  
ASIC Form 603.

Shajkew 22/11/21  
Signed Date

The conditional agreement to issue 23,115,977 series 1 convertible notes to AustralianSuper Pty Ltd as trustee for AustralianSuper under the Convertible Note Subscription Deed entered into between BCI and AustralianSuper Pty Ltd as trustee for AustralianSuper on 18 November 2021 (see Annexure B of 45 pages for a summary).

This is **Annexure B** of 45 pages referred to in ASIC Form 603.



Signed Shayles Date 22/11/21

# BCI Minerals Limited

ABN 21 120 646 924

## NOTICE OF GENERAL MEETING AND EXPLANATORY MEMORANDUM TO SHAREHOLDERS

**Date of Meeting**

20 December 2021

**Time of Meeting**

10:00am (AWST)

**Place of Meeting**

Virtually via Lumi (details in the Notice)

**A Proxy Form has been provided**

Please read this Notice and Explanatory Memorandum carefully.

If you are unable to attend the General Meeting please complete and return the Proxy Form in accordance with the specified directions.



# BCI Minerals Limited

## ABN 21 120 646 924

### NOTICE OF GENERAL MEETING

Notice is given that the General Meeting of Shareholders of BCI Minerals Limited ABN 21 120 646 924 will be held virtually via <https://web.lumiagm.com/367385908> on Monday, 20 December 2021 at 10:00am (AWST) for the purpose of transacting the following business referred to in this Notice of General Meeting.

### AGENDA

Details of the definitions and abbreviations used in this Notice are set out in the Glossary to the Explanatory Memorandum.

#### 1 Resolution 1 – Proposed issue of Shares to Wroxby (substantial Shareholder)

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

*"That, for the purposes of Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of up to 255,813,953 Shares at an issue price of \$0.43 per Share to Wroxby, a substantial Shareholder of the Company, on the terms and conditions set out in the Explanatory Memorandum."*

**Voting exclusion statement:** The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) the person who is to receive the securities in question and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of that person.

However, this does not apply to a vote cast in favour of the Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way ; or
- (b) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on the Resolution; and
  - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

## 2 Resolution 2 – Proposed issue of Shares to Placees

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

*“That, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of up to 162,790,698 Shares at an issue price of \$0.43 per Share to the Placees on the terms and conditions set out in the Explanatory Memorandum.”*

**Voting exclusion statement:** The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of that person.

However, this does not apply to a vote cast in favour of the Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on the Resolution; and
  - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

## 3 Resolution 3 – Proposed issue of Shares to AustralianSuper

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

*“That, subject to Resolution 4 being passed, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of up to 174,418,605 Shares at an issue price of \$0.43 per Share to AustralianSuper on the terms and conditions set out in the Explanatory Memorandum.”*

**Voting exclusion statement:** The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of that person.

However, this does not apply to a vote cast in favour of the Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on the Resolution; and
  - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

#### 4 Resolution 4 – Proposed issue of the Series 1 Convertible Notes to AustralianSuper

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

*“That, subject to Resolution 3 being passed, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of up to 46,662,048 Series 1 Convertible Notes by the Company to AustralianSuper on the terms and conditions set out in the Explanatory Memorandum.”*

**Voting exclusion statement:** The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of that person.

However, this does not apply to a vote cast in favour of the Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on the Resolution; and
  - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

#### 5 Resolution 5 – Proposed issue of the Series 2 Convertible Notes and Series 3 Convertible Notes to AustralianSuper

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

*“That, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue (and subsequent conversion of) up to 80,192,462 Series 2 Convertible Notes and up to 80,192,462 Series 3 Convertible Notes by the Company to AustralianSuper on the terms and conditions set out in the Explanatory Memorandum.”*

**Voting exclusion statement:** The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of that person.

However, this does not apply to a vote cast in favour of the Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on the Resolution; and
  - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

## 6 Resolution 6 – Proposed issue of SPP Shares to the Underwriter or AustralianSuper

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

*“That, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of up to 46,511,628 Shares at an issue price of \$0.43 per Share to the Underwriter or AustralianSuper on the terms and conditions set out in the Explanatory Memorandum.”*

**Voting exclusion statement:** *The Company will disregard any votes cast in favour of the Resolution by or on behalf of:*

- (a) *a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or*
- (b) *an Associate of that person.*

*However, this does not apply to a vote cast in favour of the Resolution by:*

- (a) *a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or*
- (b) *the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or*
- (c) *a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:*
  - (i) *the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on the Resolution; and*
  - (ii) *the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.*

**By order of the Board**



**Susan Park**  
Company Secretary

Dated: 18 November 2021



### How to vote

Each of the Resolutions will be conducted by poll.

Shareholders can vote by either:

- attending the Meeting and voting in person or by attorney or, in the case of corporate Shareholders, by appointing a corporate representative to attend and vote; or
- appointing a proxy to attend and vote on their behalf using the Proxy Form accompanying this Notice of Meeting and by submitting their proxy appointment and voting instructions in person, by post, electronically via the internet or by facsimile.

### Participating in the virtual meeting

- Shareholders can attend, vote, ask questions and make comments at the Meeting from their computer or mobile device, by entering the following URL address in their web browser:  
<https://web.lumiagm.com/367385908>
- To participate and vote online you will need your shareholder number (HIN or SRN, as applicable) and postcode. To participate online, shareholders should register at least 15 minutes before the meeting.
- Proxy holders will need their log in details which can be obtained from Computershare on +61 3 9415 4024 prior to the meeting.

### Voting by proxy

- A Shareholder entitled to attend and vote is entitled to appoint not more than two proxies. Each proxy will have the right to vote on a poll and also to speak at the Meeting.
- The appointment of the proxy may specify the proportion or the number of votes that the proxy may exercise. Where more than one proxy is appointed and the appointment does not specify the proportion or number of the Shareholder's votes each proxy may exercise, the votes will be divided equally among the proxies (i.e. where there are two proxies, each proxy may exercise half of the votes).
- A proxy need not be a Shareholder.
- The proxy can be either an individual or a body corporate.
- If a proxy is not directed how to vote on an item of business, the proxy may generally vote, or abstain from voting, as they think fit.
- Should any resolution, other than those specified in this Notice, be proposed at the Meeting, a proxy may vote on that resolution as they think fit.
- If a proxy is instructed to abstain from voting on an item of business, they are directed not to vote on the Shareholder's behalf on the poll and the Shares that are the subject of the proxy

appointment will not be counted in calculating the required majority.

- Shareholders who return their Proxy Forms with a direction how to vote, but who do not nominate the identity of their proxy, will be taken to have appointed the Chair of the Meeting as their proxy to vote on their behalf. If a Proxy Form is returned but the nominated proxy does not attend the Meeting, the Chair of the Meeting will act in place of the nominated proxy and vote in accordance with any instructions. Proxy appointments in favour of the Chair of the Meeting, the secretary or any Director that do not contain a direction how to vote will be used, where possible, to support each of the Resolutions proposed in this Notice, provided they are entitled to cast votes as a proxy under the voting exclusion rules which apply to some of the proposed Resolutions. These rules are explained in this Notice.

- To be effective, proxies must be received by 10:00am (AWST) on 18 December 2021. Proxies received after this time will be invalid.

- Proxies may be lodged using any of the following methods:

- Online: Shareholders can submit their proxy voting instructions online at [www.investorvote.com.au](http://www.investorvote.com.au). Please refer to the enclosed proxy form for more information about submitting proxy voting instructions online.
- By mail: Computershare Investor Services Pty Limited, GPO Box 242, Melbourne, Victoria 3001, Australia.
- By fax: 1800 783 447 (within Australia) or +61 3 9473 2555 (outside Australia).
- In person: Computershare Investor Services Pty Limited, Level 11, 172 St George's Terrace, Perth Western Australia 6000.
- Custodians and nominees: Please visit [www.intermediaryonline.com](http://www.intermediaryonline.com) to submit your voting instructions.

- The Proxy Form must be signed by the Shareholder or the Shareholder's attorney. Proxies given by corporations must be executed in accordance with the Corporations Act. Where the appointment of a proxy is signed by the appointer's attorney, a certified copy of the Power of Attorney, or the power itself, must be received by the Company at the above address, or by facsimile, and by 10:00am (AWST) on 18 December 2021.

If facsimile transmission is used, the Power of Attorney must be certified.

**Shareholders who are entitled to vote**

In accordance with paragraphs 7.11.37 and 7.11.38 of the Corporations Regulations, the Board has determined that a person's entitlement to vote at the General Meeting will be the entitlement of that person set out in the Register of Shareholders as at 10:00am (AWST) on 18 December 2021.



# BCI Minerals Limited

## ABN 21 120 646 924

### EXPLANATORY MEMORANDUM

This Explanatory Memorandum is intended to provide Shareholders with sufficient information to assess the merits of the Resolutions contained in the accompanying Notice of General Meeting of the Company.

Certain abbreviations and other defined terms are used throughout this Explanatory Memorandum. Defined terms are generally identifiable by the use of an upper case first letter. Details of the definitions and abbreviations are set out in the Glossary to the Explanatory Memorandum.

#### Background

The Company has launched, subject to certain Shareholder approvals, a \$260 million (before expenses) funding package, comprising:

- a conditional placement, to issue up to 558,139,535 Shares at an issue price of \$0.43 per Share to raise up to \$240 million (**Conditional Placement**), conditionally underwritten to \$55 million (increasing to up to \$70 million to the extent the Company and Underwriter agree to scale back Wroxby and/or AustralianSuper) under an underwriting agreement entered into between the Underwriter and the Company on 18 November 2021 (**Underwriting Agreement**); and
- a \$20 million SPP with the ability to accept oversubscriptions conditionally underwritten to \$20 million.

The participants in the Conditional Placement other than AustralianSuper, which has been in negotiations with the Company for some time, and Wroxby, whose participation was negotiated separately, will be determined through a bookbuild open to existing institutional and sophisticated Shareholders and potential institutional and sophisticated investors, the allocations for which will be determined by the Company in consultation with the Underwriter. Subject to the passing of Resolution 2, the Company will allocate \$55 million (increasing to up to \$70 million to the extent the Company and Underwriter agree to scale back Wroxby and/or AustralianSuper) under the Conditional Placement to new and existing Shareholder professional and sophisticated investors from a bookbuild process which the Company will undertake, and this portion of the Conditional Placement is conditionally underwritten by the Underwriter on the terms set out in this Explanatory Memorandum. The allocations to the participants under the bookbuild will be determined by the Company in consultation with the Underwriter.

The Company has also received commitments from the following persons to participate in the Conditional Placement:

- 1) AustralianSuper Pty Ltd as trustee for AustralianSuper (**AustralianSuper**) for \$75 million which it has committed (which can be scaled back to \$70 million to the extent the Company and Underwriter agree), subject to Shareholder approval of Resolutions 3 and 4;
- 2) Wroxby for \$110 million (which can be scaled back to \$100 million to the extent the Company and Underwriter agree), which it has committed as an existing substantial Shareholder, subject to Shareholder approval of Resolution 1;
- 3) Ryder for \$28.5 million, subject to Shareholder approval of Resolution 2 and the Underwriting Agreement not being terminated prior to the issue of Shares under the Conditional Placement; and

- 4) Sandon for \$3.5 million, subject to Shareholder approval of Resolution 2 and the Underwriting Agreement not being terminated prior to the issue of Shares under the Conditional Placement.

Under the Underwriting Agreement, the Underwriter also agrees to conditionally underwrite the SPP to \$20 million, subject to Shareholder approval of Resolution 6.

AustralianSuper has agreed with the Underwriter to subunderwrite the SPP to \$20 million, subject to Shareholder approval of Resolution 6.

### **Conditional Underwriting**

The key terms of the Underwriting Agreement are:

#### **(a) Conditions Precedent**

The Underwriter's obligation to underwrite the Conditional Placement and the SPP are subject to satisfaction of a number of conditions precedent which are customary, other than the passing by Shareholders of Resolutions 2 and 6.

Shareholders should be aware, therefore, that the effect of Resolutions 2 and 6 not being passed is that the Underwriter would be entitled to terminate the underwriting of the Conditional Placement to the Placees and the SPP, the subject of Resolutions 2 and 6 respectively.

#### **(b) Termination Events**

The Underwriter may terminate its underwriting obligations for the Conditional Placement the subject of Resolution 2 and the SPP the subject of Resolution 6 if any specified termination events occur including:

- 1) **(Indices fall)**: any of the All Ordinaries Index as published by ASX is (at any time after the date of the Underwriting Agreement) 10% or more below its respective level as at the close of business on the trading day prior to the date of the Underwriting Agreement and remains at that level for two consecutive trading days;
- 2) **(Official Quotation)**: ASX states that it will not grant Official Quotation of the Shares issued under the Offer on an unconditional basis before the date of allotment and issue of the relevant Shares;
- 3) **(Cleansing Statements)** any cleansing statement is defective;
- 4) **(Restriction on allotment)**: the Company is prevented from allotting the Shares under the Offer within the time required by the Underwriting Agreement, the Corporations Act, the Listing Rules, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi-governmental agency or authority;
- 5) **(ASIC application)**: an application is made by ASIC for an order under section 1324B or any other provision of the Corporations Act in relation to the Offer, the shortfall notice deadline date has arrived, and that application has not been dismissed or withdrawn;
- 6) **(Notifications)**: an application is made by ASIC for an order under Part 9.5 of the Corporations Act in relation to the offer materials or the Offer or ASIC commences, or gives notice of an intention to hold, any investigation or hearing in relation to the Offer or any of the offer materials or prosecutes or commences proceedings against or gives notice of an intention to prosecute or commence proceedings against the Company;
- 7) **(Takeovers Panel)**: the Takeovers Panel makes a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under Pt 6.10 of the Corporations Act;



- 8) **(Indictable offence)**: a director or senior manager of a member of the Group is charged with an indictable offence relating to financial or corporate matters, in their capacity as a director or senior management of a member of the Group; or
- 9) **(Material Termination Events)**: in the actual and reasonable opinion of the Underwriter reached in good faith, the occurrence of an event below has or is likely to, or two or more events below together have or are likely to:

- (i) have a Material Adverse Effect (as defined below); or
- (ii) give rise to a contravention of the Underwriter under the Corporations Act or Listing Rules,

any of the following events occurs:

- (i) **(Default)**: default or breach by the Company under the Underwriting Agreement of any terms, condition, covenant or undertaking;
- (ii) **(Misleading disclosure)**: a statement contained in the relevant offer materials is or becomes misleading or deceptive or likely to mislead or deceive or a matter required to be included is omitted from the relevant offer materials;
- (iii) **(Incorrect or untrue representation)**: any representation, warranty or undertaking given by the Company in the Underwriting Agreement is or becomes untrue or incorrect;
- (iv) **(Hostilities)**: there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of the Underwriting Agreement involving one or more of Australia, New Zealand, Japan, the United Kingdom, the United States of America, the European Union, Russia or the Peoples Republic of China, or a terrorist act is perpetrated on any of those countries or any diplomatic, military, commercial or political establishment of any of those countries anywhere in the world;
- (v) **(Contravention of constitution or Act)**: a contravention by a member of the Group of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;
- (vi) **(Adverse change)**: an event occurs which gives rise to a Material Adverse Effect on the Company or the Group as a whole;
- (vii) **(New circumstance)**: an obligation arises on the Company to give ASX a Corrective Statement (as defined below) in connection with the SPP or a new circumstance arises or becomes known which, if known at the time of issue of the investor presentation materials and the relevant cleansing statements would have been required to be included in the investor presentation materials or those cleansing statements;
- (viii) **(Misleading information)**: any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offer or the affairs of any relevant company is or becomes misleading or deceptive or likely to mislead or deceive;
- (ix) **(Change in Act or policy)**: there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any new Act or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new policy (other than a law or policy which has been announced prior to the date of the Underwriting Agreement) any of which prohibits or regulates the Offer, capital markets or stock markets;

- (x) (**Prescribed Occurrence**): a Prescribed Occurrence (as defined below) occurs;
- (xi) (**Suspension of debt payments**): the Company suspends payment of its debt generally;
- (xii) (**Event of Insolvency**): an Event of Insolvency (as defined below) occurs in respect of a member of the Group;
- (xiii) (**Judgment against a member of a Group**): a judgment is obtained against a member of the Group and is not set aside or satisfied within 7 days;
- (xiv) (**Litigation**): litigation, arbitration, administrative or industrial proceedings are after the date of the Underwriting Agreement commenced against a member of the Group, other than any claims foreshadowed in the offer materials or as otherwise made known to the Underwriter in writing;
- (xv) (**Board and senior management composition**): there is a change in the composition of the Board or a change in the senior management of the Company before allotment date without the prior written consent of the Underwriter, not to be unreasonably withheld;
- (xvi) (**Timetable**): there is a delay in any specified date in the timetable which is greater than 5 business days;
- (xvii) (**Force Majeure**): a force majeure affecting the Company's business or any obligation under the Underwriting Agreement lasting in excess of 7 days occurs;
- (xviii) (**Capital Structure**): any member of the Group alters its capital structure in any manner not contemplated by the offer materials or the Underwriting Agreement;
- (xix) (**Investigation**): any government agency commences an investigation into the affairs of a member of the Group;
- (xx) (**Market Conditions**): a suspension in trading of all securities quoted on the ASX occurs or any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, Japan, the United Kingdom, the United States of America or the international financial markets; or
- (xxi) (**Suspension**): the Company is removed from the Official List of the ASX or the Shares become suspended from Official Quotation by ASX and that suspension is not lifted within 5 business days following such suspension (excluding any suspension in connection with the Offer).

**Corrective Statement** means in respect of a notice in respect of the SPP for the purposes of paragraph 7(f) of ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 (**SPP Class Order**), or a notice in respect of SPP shortfall Shares for the purposes of subsections 708A(5)(e) and 708A(6) of the Corporations Act, which is defective, a notice given to the ASX in accordance with section 8(6) of the SPP Class Order to correct that notice.

**Event of Insolvency** means:

- a receiver, manager, receiver and manager, administrator, controller or similar officer is appointed in respect of any material member of the Group;
- a liquidator or provisional liquidator is appointed in respect of any material member of the Group;

- the Company or any material member of the Group being wound up, dissolved or entering into a scheme, moratorium, composition or similar arrangement with, or to obtain protection from its creditors; or
- circumstances existing which would permit a presumption of insolvency in relation to the Company or any material member of the Group under sub-section 459C(2) of the Corporations Act.

**Material Adverse Effect means:**

- a material adverse effect on the success of the Offer or on the subsequent market for the Offer Shares (including, without limitation, matters likely to have a material adverse effect on a decision of an investor to invest in Offer Shares), which may include one or more Resolutions set out the Notice not being passed; or
- a material adverse effect on the assets, financial position, performance, profits and losses, results, prospects, business or operations of the Group; or
- a material adverse effect on the tax position of any material member of the Group either individually or taken as a whole.

**Prescribed Occurrence means**, other than disclosed in the offer materials or this Notice, or otherwise consented to by the Underwriter:

- a member of the Group converting all or any of its shares into a larger or smaller number of shares;
- a member of the Group resolving to reduce its share capital in any way;
- a member of the Group:
  - entering into a buy back agreement or;
  - resolving to approve the terms of a buy back agreement under section 257C or 257D of the Corporations Act;
- a member of the Group making an issue of, or granting an option to subscribe for, any of its shares, or agreeing to make such an issue or grant such an option, other than an issue or agreement to issue in accordance with the Offer or the terms of the Underwriting Agreement or to any employees or officers of the Group;
- a member of the Group issuing, or agreeing to issue, convertible notes (excluding the Convertible Notes proposed to be issued to AustralianSuper pursuant to Resolutions 4 and 5);
- a member of the Group disposing, or agreeing to dispose, of the whole, or a substantial part, of the Group's business or property;
- a member of the Group charging, agreeing to charge, the whole, or a substantial part, of its business or property;
- a member of the Group resolving that it be wound up;
- the appointment of a liquidator or provisional liquidator to a member of the Group;
- the making of an order by a court for the winding up of a member of the Group;
- an administrator of a member of the Group, being appointed under section 436A, 436B or 436C of the Corporations Act;



- a member of the Group executing a deed of company arrangement; or
- the appointment of a receiver, or a receiver and manager, in relation to the whole, or a substantial part, of the property of a member of the Group.

### **(c) Representations and Indemnities and Moratorium**

Under the Underwriting Agreement the Company gives certain customary representations and warranties for an offer of the kind the subject of the Offer, as well as an indemnity to the Underwriter in respect of losses incurred in connection with the Offer (subject to certain limitations and exclusions).

The Company has agreed a moratorium up until allotment and issue of the Shares under the Offer, to not (i) propose or activate any share buy back scheme or arrangement, (ii) issue or enter into an agreement to issue any shares, options or other securities or (iii) grant to any person any right to subscribe for or to receive or be issued any shares, options or other securities of any member of the Group except:

- as disclosed in the offer materials or on ASX;
- pursuant to the exercise of convertible securities existing, or agreed to be issued or negotiated as at the opening date of the placement;
- to employees or officers; or
- with the prior written consent of the Underwriter.

In addition, up until allotment and issue of the Shares under the Offer, the Company must not (and must procure that its related bodies corporate do not):

- reduce its capital or otherwise alter its capital structure other than as disclosed in the Offer;
- amend its constitution or any other constituent document except as required by ASX to comply with the Listing Rules, or as required by the Corporations Act;
- pass or takes any steps to pass a resolution under section 260A of the Corporations Act;
- dispose or agree to dispose of the whole or a substantial part of its business or property; or
- charge or agree to charge the whole or a substantial part of its business or property other than as contemplated by the Offer or within the ordinary course of business.

### **(d) Fees**

The Underwriter is entitled to receive, in respect of the Offer:

- (i) an underwriting fee of 2.5% of the gross proceeds raised under the Conditional Placement to the Placees the subject of Resolution 2 (Underwritten Placement Proceeds) excluding any proceeds raised from Ryder and Sandon, and for the avoidance of doubt, excluding any proceeds of the Conditional Placement raised from Wroxby or AustralianSuper (subject to (ii) below).
- (ii) An underwriting fee of 2% of the proceeds raised under the SPP net of any oversubscriptions accepted (SPP Proceeds); and
- (iii) An offer management fee of 0.85% of the gross proceeds raised under the Conditional Placement to the Placees the subject of Resolution 2 (**Gross Placement Proceeds**) and



SPP Proceeds (net of any SPP oversubscriptions accepted) (together the **Offer Proceeds**).

- (iv) The Company may, at its sole discretion, pay an incentive fee of up to 0.25% of the Offer Proceeds (net of any SPP oversubscriptions accepted) within two weeks of settlement of the Conditional Placement and SPP.

Any sub-underwriting or broker selling fees agreed to by the Underwriter will be paid by the Underwriter out of the above relevant underwriting fee.

### ***AustralianSuper arrangements***

The Company has entered into various agreements with AustralianSuper as part of a funding package to introduce AustralianSuper as an institutional investor in the Company and provide the Company with further flexibility to access cash reserves over the next 12 months to assist in progressing the Project and derisking its development.

#### **(a) Conditional Placement Agreement**

As announced on 18 November 2021, the Company has entered into a Conditional Placement Agreement with AustralianSuper pursuant to which the Company agrees to issue, and AustralianSuper agrees to subscribe for, up to 174,418,605 Shares at an issue price of \$0.43 per Share under, and on the terms of, the Conditional Placement (**AustralianSuper Conditional Placement Agreement**). Under the AustralianSuper Conditional Placement Agreement, AustralianSuper's subscription for up to 174,418,605 Shares may be scaled back to 162,790,698 Shares (as a maximum scale back) in accordance with the final allocation policy post-bookbuild of the Placement. The issue of Equity Securities under the AustralianSuper Conditional Placement Agreement is conditional on Shareholder approval under Resolutions 3 and 4 being obtained by no later than 31 January 2022 (or the later agreed date) and contemporaneous completion of the issue of the Series 1 Convertible Notes under the Subscription Agreement (defined below).

Shareholders should be aware, therefore, that the effect of Resolutions 3 or 4 not being passed is that the AustralianSuper Conditional Placement Agreement may be terminated by AustralianSuper. AustralianSuper will also be entitled to terminate the AustralianSuper Conditional Placement Agreement where the Company materially breaches the agreement, the Company is unable to issue the Shares the subject of Resolution 3 to AustralianSuper under the Conditional Placement, the Company warranties provided cease to be true and accurate in certain material respects or the Company is suspended from quotation for more than 5 business days.

Upon the issue of Shares under the AustralianSuper Conditional Placement Agreement, AustralianSuper will hold a relevant interest in up to 15.1% of the Company (in addition to any existing relevant interest).

#### **(b) Subscription Agreement**

The Company has also entered into a subscription agreement with AustralianSuper, pursuant to which the Company proposes to agree to issue three series of convertible notes to AustralianSuper (**Subscription Agreement**). If Resolutions 4 or 5 are not approved then the issue of the Series 1 Convertible Notes and the proposed issue of the Series 2 Convertible Notes and Series 3 Convertible Notes under the Subscription Agreement will not proceed.

#### **(c) Series 1 Convertible Notes**

Pursuant to the Subscription Agreement, in exchange for the Series 1 Convertible Notes proposed to be issued to AustralianSuper, AustralianSuper will transfer its existing holdings of 31,147,824 ordinary shares in Agrimin Limited (ACN 122 162 396) (ASX:AMN) (**AMN**) and 26,349,498 ordinary shares in Highfield Resources Limited (ACN 153 918 257) (ASX:HFR) (**HFR**) to the Company. Upon the

transfer, the Company expects to hold a relevant interest of 14.76% in AMN and 7.23% in HFR, based on the shares on issue at the date of this Notice.

The issue of the Series 1 Convertible Notes is the subject of Resolution 4, which is conditional on Resolution 3 being passed.

**(d) Series 2 Convertible Notes and Series 3 Convertible Notes**

Pursuant to the Subscription Agreement, the Company proposes to issue the Series 2 Convertible Notes where it draws on up to \$50 million prior to 30 September 2022 and to issue the Series 3 Convertible Notes where it draws on a further amount up to \$50 million prior to 31 December 2022. The proposed issue of the Series 2 Convertible Notes and the Series 3 Convertible Notes is the subject of Resolution 5, which is conditional on the securities the subject of Resolutions 3 and 4 being issued and draw down. The issue and draw down of the Series 2 Convertible Notes and the Series 3 Convertible Notes is also conditional on the Company and AustralianSuper discussing and agreeing to such additional conditions to the issue of the relevant Series as the Company’s Project financiers may reasonably require by 30 June 2022.

**(e) Summary of terms of the Convertible Notes**

A summary of the key terms of the Subscription Agreement and the Convertible Notes proposed to be issued is set out below.

| Feature    | Summary  |
|------------|--|
| Face Value | <p>The total face value of the Series 1 Convertible Notes is \$29,093,787, which is equal to the 30 day VWAP of 31,147,824 ordinary shares in AMN and 26,349,498 ordinary shares in HFR prior to the date of execution of the Subscription Agreement.</p> <p>The maximum initial face value of the Series 2 Convertible Notes is A\$50 million.</p> <p>The maximum initial face value of the Series 3 Convertible Notes is A\$50 million.</p>  |
| Term       | <p>The maturity date of the Series 1 Convertible Notes is 10 years after date of issuance (unless all Series 1 Convertible Notes are redeemed or converted earlier).</p> <p>The maturity date of the Series 2 Convertible Notes and Series 3 Convertible Notes is 8 years after date of issuance of the relevant series of Convertible Notes (unless all Convertible Notes in the relevant series are redeemed or converted earlier).</p>  |
| Status     | <p>Subject to amendments (if any) agreed in satisfaction of the condition to Series 2 Convertible Notes and Series 3 Convertible Notes draw down (below), prior to conversion, the Convertible Notes will rank equally with all other unsecured and unsubordinated debt obligations of the Company and confer rights on AustralianSuper as an unsecured creditor of the Company. However, they do not confer on AustralianSuper rights as a member of the Company or any right to attend or vote at general meetings of the Company.</p> |



| Feature             | Summary  |
|---------------------|--|
|                     | Any Shares issued on conversion of the Convertible Notes will rank equally with all other fully paid ordinary shares of the Company (see "Conversion" below).  |
| Conditions to issue | <p><b>Series 1 Convertible Notes</b></p> <p>Issue of the Series 1 Convertible Notes is conditional on:</p> <ol style="list-style-type: none"> <li>1) the completion of the issue of up to 174,418,605 Shares to AustralianSuper under the Conditional Placement Agreement; and</li> <li>2) the approval of the Shareholders of the issue of the Series 1 Convertible Notes, as sought in Resolution 4.</li> </ol> <p>If any of the above conditions precedent are not satisfied or waived by 31 January 2022, or such other date as may be agreed between the Company and AustralianSuper in writing, the Company is not required to proceed with the issue of the Series 1 Convertible Notes.</p> <p><b>Series 2 Convertible Notes and Series 3 Convertible Notes</b></p> <p>Issue of the Series 2 Convertible Notes and Series 3 Convertible Notes are conditional on:</p> <ol style="list-style-type: none"> <li>1) the completion of the issue of Shares to AustralianSuper under the AustralianSuper Conditional Placement Agreement and completion of the issue of the Series 1 Convertible Notes under the Subscription Agreement; and</li> <li>2) the approval of the Shareholders of the issue of the Series 2 Convertible Notes and Series 3 Convertible Notes, as sought in Resolution 5.</li> </ol> <p>If any condition precedent is not satisfied or waived by 31 January 2022, or such other date as may be agreed between the Company and AustralianSuper in writing, the Company is not required to proceed with issuing the Series 2 Convertible Notes or Series 3 Convertible Notes.</p> <p>Draw down of the Series 2 Convertible Notes and the Series 3 Convertible Notes is conditional on the Company and AustralianSuper discussing and agreeing to any such additional conditions to the issue of the relevant Series as the Company's Project financiers may reasonably require by 30 June 2022. There is no guarantee that the Company and AustralianSuper will reach agreement and, as such, draw down of the Series 2 Convertible Notes and the Series 3 Convertible Notes may not proceed.</p> |
| Issue               | Subject to the above conditions being met, the Company may give a notice to AustralianSuper electing to issue any number of the Series 2 Convertible Notes or Series 3 Convertible Notes ( <b>Issue Notice</b> ). The Company may give an Issuer Notice at any time after satisfaction or waiver of the conditions precedent (see above and below) up to and including 30 September 2022 with respect to the Series 2 Convertible  |

| Feature           | Summary  |
|-------------------|--|
|                   | Notes and up to and including 31 December 2022 in respect of the Series 3 Convertible Notes.   |
| Establishment Fee | <p>Upon issue of the Series 2 Convertible Notes and Series 3 Convertible Notes, an establishment fee equal to 2% of the face value of the issued Convertible Notes in the relevant series will be capitalised and will accrue to the principal outstanding under the relevant series of Convertible Notes.</p> <p>No establishment fee applies with respect to the Series 1 Convertible Notes.</p>   |
| Coupon            | <p>There is a zero per cent coupon rate for the Series 1 Convertible Notes.</p> <p>Interest will accrue daily on the principal outstanding of each of the Series 2 Convertible Notes and Series 3 Convertible Notes at 5% per annum, and will be capitalised quarterly and added to the principal outstanding under the relevant series of Convertible Notes. Alternatively, the Company may elect to make interest payments in cash (rather than have them be capitalised and added to the principal outstanding), or pay cumulative capitalised interest in cash immediately prior to the issue of Shares upon conversion following AustralianSuper exercising its conversion rights for the relevant series of Convertible Notes.</p>   |
| Break Fee         | <p>A break fee of 1% of the face value of the relevant series of Convertible Notes will be payable by the Company to AustralianSuper if:</p> <ul style="list-style-type: none"> <li>• the Company decides not to draw down and issue all of the Series 2 Convertible Notes or Series 3 Convertible Notes (applied at the rate of 1% of the maximum face value minus the issued face value), or</li> <li>• the Company defaults on its obligations to issue the Series 2 Convertible Notes or Series 3 Convertible Notes (including due to a failure to obtain relevant regulatory or Shareholder approvals) or where the draw down condition above is not satisfied.</li> </ul> <p>For the avoidance of doubt, the break fee for a failure to obtain relevant regulatory or Shareholder approvals will only be payable if such approvals are not obtained by the end of the availability period for the Series 2 Convertible Notes (ie 30 September 2022) and Series 3 Convertible Notes (ie 31 December 2022), and will not be triggered by a failure to obtain those approvals at an earlier Shareholder meeting, such as the Meeting the subject of this Notice.</p> <p>A break fee does not apply to the Series 1 Convertible Notes.</p> |

| Feature                          | Summary  |
|----------------------------------|--|
| Conversion at Company's election | <p>AustralianSuper may elect to convert:</p> <ul style="list-style-type: none"> <li>• the Series 1 Convertible Notes at any time from 3.5 years after issuance and prior to the maturity date; and</li> </ul> <p>the Series 2 Convertible Notes or Series 3 Convertible Notes at any time from 3 years after issuance and prior to the maturity date.</p>  |
| Conversion on change in control  | <p>AustralianSuper has the right to elect to convert the issued Convertible Notes into Shares at the Conversion Price (adjusted as set out below), upon the announcement of:</p> <ul style="list-style-type: none"> <li>• a takeover offer under which the bidder proposes to obtain a relevant interest in 50% or more of the Shares on issue from Wroxby (or their related party) or another third party bidder (not including AustralianSuper or their related entities or affiliates) which is recommended by the Board; or</li> <li>• a scheme of arrangement by the Company under which a third party would obtain a relevant interest in 50% or more of the Shares on issue,</li> <li>• or upon any person otherwise acquiring such a relevant interest at any time</li> </ul> <p><b>(Change of Control)</b> (including during the non-conversion period), by providing a notice to the Company within 20 business days of the Change of Control occurring.</p> |
| Conversion on Event of Default   | <p>AustralianSuper may, at any time (including during the non-conversion period), elect to convert Convertible Notes into Shares at the Conversion Price if an Event of Default (defined below) by the Company occurs.</p>   |
| Approvals on conversion          | <p>If, upon conversion of a series of Convertible Notes, AustralianSuper would have had voting power in the Company of over 20%, then only that proportion of Convertible Notes will be converted so that AustralianSuper's shareholding in the Company is 19.9% and the Company will seek Shareholder approval of the issuance of Shares and conversion of the balance of the relevant Convertible Notes for the purposes of Item 7 of section 611 of the Corporations Act. The Company is also required to use reasonable endeavours to convert any non-converted Convertible Notes to the extent permitted by law (including to the extent conversion is permitted using the "creep" provisions under item 9 of section 611 of the Corporations Act).</p>   |
| Conversion Price and adjustments | <p>Upon conversion, the number of Shares to be issued to AustralianSuper will be calculated on the following basis: Principal Outstanding /Conversion Price.</p> <p>The "<b>Principal Outstanding</b>" is the face value of the series of Convertible Notes, together with the establishment fee and accrued and capitalised interest.</p>   |



| Feature   | Summary  |
|---|--|
|   | <p>The Conversion Price is the initial conversion price of A\$0.6235 adjusted for certain corporate actions of the Company during the term of the series of Convertible Notes in accordance with the adjustment rules contained at Attachment A to this Explanatory Memorandum.</p>  |
| <p>Redemption at Company's election</p>                             | <p><b>Series 1 Convertible Notes</b></p> <p>At any time prior to the maturity date, unless all of the Series 1 Convertible Notes have already been converted, the Company may issue an optional call notice to AustralianSuper specifying a date for redemption of some or all of the outstanding Series 1 Convertible Notes which is at least 20 business days after giving notice to the AustralianSuper of such date (<b>Redemption Date</b>).</p> <p>If the Redemption Date is more than is 3.5 years after the date of issuance of the Series 1 Convertible Notes, no later than the date which is 5 business days prior to the Redemption Date, AustralianSuper must notify the Company whether it elects (in its sole discretion) for those Series 1 Convertible Notes to be converted into Shares, or for the Company to redeem those Series 1 Convertible Notes for a cash amount equal to the relevant portion of the then outstanding principal amount on the Redemption Date.</p> <p><b>Series 2 Convertible Notes and Series 3 Convertible Notes</b></p> <p>On a date which is:</p> <ul style="list-style-type: none"> <li>• 4 years after the date of issuance of Series 2 Convertible Notes; and</li> <li>• 5 years after the date of issuance of the Series 3 Convertible Notes,</li> </ul> <p>the Company may issue an optional call notice to AustralianSuper specifying a Redemption Date for all (but not some only) of the relevant outstanding series. No later than the date which is 5 business days prior to the Redemption Date, AustralianSuper must notify the Company whether it elects (in its sole discretion) for those Convertible Notes to be converted into Shares, or for the Company to redeem those Convertible Notes for a cash amount equal to 100% of the then outstanding principal amount on the Redemption Date.</p> |
| <p>Mandatory redemption on maturity</p>                             | <p>To the extent that all of a series of Convertible Notes have not yet been converted on or before the applicable maturity date, then the relevant Convertible Notes not already converted will be redeemed by the Company for cash for 100% of the then outstanding principal amount upon maturity.</p> <p>The Company may also redeem all Convertible Notes not already converted for 100% of the then outstanding principal amount in cash if a Change of Control occurs, and AustralianSuper has not made a conversion election within 20 business days of being notified of the Change of Control occurring.</p>   |
| <p>Redemption at AustralianSuper's election on Event of Default</p> | <p>If an Event of Default occurs (defined below), AustralianSuper may require the Company to redeem the outstanding Convertible Notes for</p>  |



| Feature                        | Summary  |
|--------------------------------|--|
|                                | cash for 100% of the then outstanding principal amount of those Convertible Notes.   |
| Event of Default               | An “ <b>Event of Default</b> ” includes customary events, including relating to a failure to pay amounts due, insolvency events, material breach of warranties, an event of default occurring (and having not been remedied within the applicable period), circumstances occur which would result in a material adverse effect, fundamental changes to the Company’s main business undertaking or the Company ceasing to be listed on the ASX or suspended from trading for more than 15 consecutive ASX trading days in any 12 months.  |
| Governance Rights              | Provided AustralianSuper holds at least 15% of the Shares, AustralianSuper may from time to time nominate one person for appointment to the Board as a non-executive director, subject to that person being acceptable to the Board (acting reasonably).   |
| Undertakings                   | <p>The Company must comply with various customary undertakings prior to the maturity date, including in relation to the conduct of its business, non-disposal of material assets, not making material changes to its constitution and compliance with laws.</p> <p>For so long as a series of Convertible Notes remains outstanding and prior to the date 5 business days after a Change of Control event (if any), the Company also undertakes to consult with AustralianSuper prior to issuing any ordinary shares, equity securities or debt securities for the primary purpose of raising capital for the Company or entering into debt financing agreements (other than certain permitted debt facilities), however consent of AustralianSuper is not required for any such transactions or agreements.</p> |
| Representations and warranties | The Company gives customary representations and warranties including in relation to registration, power and capacity, solvency, authorisations, compliance with law, ranking, capital structure, accuracy of information and litigation (as applicable).   |
| Assignment                     | AustralianSuper may assign or transfer the Convertible Notes to any of its related bodies corporate or to any successor superannuation fund or replacement custodian or trustee with written notice to the Company provided it is validly transferred, the assignee enters into a deed of assignment and assumption and the assignee remains a related body corporate. Otherwise, the Convertible Note Deed or Convertible Notes cannot be assigned or transferred without the prior written consent of the other party.   |

**(e) Sub-underwriting agreement**

As announced on 18 November 2021, the Company is implementing an SPP, under which it proposes to issue up to 46,511,628 Shares (with the capacity to accept over-subscriptions) at an issue price of \$0.43 per Share (**SPP**).

For entry into the subunderwriting agreement, the Underwriter has agreed to pay AustralianSuper a fee of 1% of the SPP Proceeds and in the event that AustralianSuper have shortfall securities allocated to it, and meets all of its obligations to subscribe for those shortfall securities, then 0.25% of the number of shortfall securities (if any) allocated to AustralianSuper multiplied by the fixed price per Share.

AustralianSuper has separately entered into a sub-underwriting agreement with the Underwriter, pursuant to which AustralianSuper agrees to sub-underwrite up to 46,511,628 Shares, representing \$20 million worth of Shares, under the SPP (**Sub-underwriting**). See the Explanatory Memorandum concerning Resolution 6 below.

## 1 Resolution 1 – Proposed issue of Shares to Wroxby (substantial Shareholder)

The Company intends to undertake the Conditional Placement (as described above).

As announced on 18 November 2021, the commitments and confirmations received for the Conditional Placement at the date of this Notice include Wroxby's commitment to subscribe for up to 255,813,953 Shares at an issue price of \$0.43 per Share to raise up to \$110 million (which can be scaled back to \$100 million to the extent the Company and Underwriter agree), subject only to Shareholder approval for the purposes of ASX Listing Rule 10.11. Funds raised will be used to fund pre-development costs, capex costs of the construction of the Project assets, funding costs (including costs of the Offer and interest on Project debt) and pre-production operational expenditure.

Information Requirements - Listing Rules 10.11 and 10.13

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, the Company must not issue or agree to issue equity securities to:

- a related party (Listing Rule 10.11.1);
- a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the Company (Listing Rule 10.11.2);
- a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the Company and who has nominated a Director to the Board pursuant to a relevant agreement which gives them a right or expectation to do so (Listing Rule 10.11.3);
- an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3 (Listing Rule 10.11.4); or
- a person whose relationship with the Company or a person referred to in Listing Rules 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by Shareholders (Listing Rule 10.11.5),

unless it obtains the approval of its Shareholders.

The proposed issue of Shares to Wroxby pursuant to the Conditional Placement falls within Listing Rules 10.11.2 and 10.11.3 and does not fall within any of the exceptions in Listing Rule 10.12. It therefore requires the approval of Shareholders under Listing Rule 10.11.

This Resolution 1 seeks Shareholder approval for the purposes of Listing Rule 10.11 and for all other purposes to allow Wroxby to participate in the proposed Conditional Placement by permitting it to subscribe for up to 255,813,953 Shares. Wroxby's participation will be on exactly the same terms as the Conditional Placement made to the Placees.

If this Resolution is passed, the Company will be able to proceed with the issue of Shares to Wroxby and the Company will raise up to \$110 million from the issue of Shares as a result of this Resolution 1 passing.

The impact of passing this Resolution on Wroxby's voting power in the Company in various scenarios, assuming it is issued 255,813,953 Shares is set out in the following table (which, in each circumstance, excludes 1,110,118 performance rights and 262,431 share rights for which the Company is seeking Shareholder approval at its Annual General Meeting to be held on 25 November 2021).

The table set out below assumes the following:

- 255,813,953 Shares are issued under Resolution 1;



- all Convertible Notes are fully drawn and converted at their maturity;
- 5% interest on the Series 2 Convertible Notes and Series 3 Convertible Notes (as applicable) accrues and is capitalised from the date of issue of those Convertible Notes until maturity;
- the establishment fee of 2% on the Series 2 Convertible Notes and Series 3 Convertible Notes (as applicable) is capitalised and accrues interest from the date of issue of those Convertible Notes until maturity;
- no Convertible Notes are redeemed for cash; and
- Wroxby does not participate in the SPP.

| <b>Number of Shares held by Wroxby</b>                                  | <b>Percentage voting power in the Company on an undiluted basis</b> | <b>Percentage voting power in the Company on a fully diluted basis</b> |
|---|---|--|
| <b>As at the date of this Notice</b>                                    |   |  |
| 236,750,238   | 39.5%   | 38.5%  |
| <b>Conditional Placement (Resolutions 1, 2 and 3)<sup>1</sup></b>       |   |  |
| 492,564,191   | 42.5%   | 42.0%  |
| <b>Conditional Placement and SPP<sup>2</sup></b>                        |   |  |
| 492,564,191   | 40.9%   | 40.4%  |
| <b>Conditional Placement, SPP and the Convertible Notes<sup>3</sup></b> |   |  |
| 492,564,191   | 32.9%   | 32.6%  |

If this Resolution is not passed, the Company will not be able to proceed with the issue of Shares to Wroxby and will not receive the funds of up to \$110 million from Wroxby's subscription.

The following further information is provided to Shareholders for the purposes of Listing Rule 10.13:

- the Shares will be issued to Wroxby, as noted above;
- Wroxby is a substantial Shareholder for the purposes of Listing Rule 10.11;
- the Company will issue up to 255,813,953 Shares to Wroxby;
- the securities to be issued under this Resolution are fully paid ordinary shares in the Company;
- the Shares will be issued on a date which will be no later than 1 month after the date of this Meeting, unless otherwise extended by way of ASX granting a waiver to the Listing Rules;
- the Shares will be issued at an issue price of \$0.43 per Share;

<sup>1</sup> This assumes Resolutions 1, 2 and 3 are passed.

<sup>2</sup> This assumes Resolutions 1, 2, 3 and 6 are passed.

<sup>3</sup> This assumes all Resolutions are passed and the Company obtains any required Shareholder approval under Listing Rule 7.1 or item 7 of section 611 of the Corporations Act for the conversion of the Convertible Notes to Shares.

- the Shares are being issued to fund pre-development costs, capex costs of the construction of the Project assets, funding costs (including costs of the Offer and interest on Project debt) and pre-production operational expenditure. A total of up to \$110 million will be raised by the issue of the Shares to Wroxby;
- the Shares are issued under a standard AFMA confirm and commitment, subject to Shareholder approval under Listing Rule 10.11; and
- a voting exclusion statement applies to this Resolution as set out in the Notice of Meeting.

If approval is given for the grant of the Shares under Listing Rule 10.11, approval is not required under Listing Rule 7.1.

### **Board Recommendation**

The Board recommends (with Mr Brian O'Donnell abstaining) that Shareholders vote in favour of Resolution 1.

### **2 Resolution 2 – Proposed issue of Shares to Placees**

The Company is proposing to issue up to 162,790,698 Shares at an issue price of \$0.43 per Share to raise up to \$55 million to the Placees (increasing to up to \$70 million to the extent the Company and Underwriter agree to scale back Wroxby and/or AustralianSuper), conditionally underwritten by the Underwriter to \$55 million (increasing to up to \$70 million to the extent the Company and Underwriter agree to scale back Wroxby and/or AustralianSuper). The Placees will be determined through a bookbuild open to professional and sophisticated investors, some of whom are existing Shareholders and all of whom are unrelated parties of the Company. The allocations to the Placees will be determined by the Company in consultation with the Underwriter.

The Underwriter's obligation to underwrite the Conditional Placement the subject of this Resolution 2 is subject to satisfaction of a number of conditions precedent set out above, including the passing by Shareholders of Resolution 2.

Funds raised pursuant to the Conditional Placement will be used to fund pre-development costs, capex costs of the construction of the Project assets, funding costs (including costs of the Offer and interest on Project debt) and pre-production operational expenditure.

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that the Company can issue without the approval of its Shareholders over any 12-month period to 15% of the Shares it had on issue at the start of that period. Additionally, the Company is seeking Shareholder approval under Listing Rule 7.1A at its Annual General Meeting to be held on 25 November 2021. Assuming Shareholder approval is obtained, the Company's 15% limit referred to above will be increased by an extra 10%, such that the Company can issue over any 12-month period up to 25% of the Shares it had on issue at the start of that period without the approval of its Shareholders (**Listing Rule 7.1A Mandate**). To be eligible to seek Shareholder approval under Listing Rule 7.1A, the Company must satisfy a number of conditions, including having a market capitalisation equal to or less than \$300,000,000 on the date of the Annual General Meeting. If the Company does not satisfy this condition, it will not seek Shareholder approval under Listing Rule 7.1A at the Annual General Meeting.

The proposed issue of Shares to Placees pursuant to the Conditional Placement does not fall within any of the exceptions set out in Listing Rule 7.2. While the proposed issue of Shares to the Placees may not exceed the 25% limit under its Listing Rule 7.1A Mandate and might therefore be made without breaching Listing Rule 7.1, the Company wishes to put the Conditional Placement to Shareholders, and retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval under Listing Rule 7.1. To do this, the Company is asking Shareholders to approve the proposed issue of Shares to Placees pursuant to the

Conditional Placement under Listing Rule 7.1 so that it does not use up any of the 25% limit on issuing Equity Securities without Shareholder approval as set out in Listing Rule 7.1.<sup>4</sup>

To this end, Resolution 2 seeks Shareholder approval to the proposed issue of securities under and for the purposes of Listing Rule 7.1.

If this Resolution is passed:

- the issue of Shares to the sophisticated and professional investors selected by the Company in consultation with the Underwriter through a bookbuild process, who have committed to take Shares under the Conditional Placement (other than Wroxby and AustralianSuper) and to the extent those investors default in their settlement obligations, the Underwriter and any professional or sophisticated subunderwriters who have been selected by the Underwriter (**Placees**) pursuant to the Conditional Placement can proceed without using up any of the Company's 25% limit on issuing Equity Securities without Shareholder approval under Listing Rule 7.1;<sup>5</sup>
- the Company will issue up to a total of 162,790,698 Shares to the Placees;
- the Company's cash reserves will increase by up to \$70 million (before expenses); and
- the total number of Shares on issue will increase from 599,957,864 to up to 762,748,562 and the existing Shareholders' holdings will be diluted by 21.3%<sup>6</sup> on an undiluted basis and 20.9% on a fully diluted basis.<sup>7</sup>

If this Resolution is not passed, the Company has determined that the proposed issue of Shares to the Placees pursuant to the Conditional Placement will not proceed.

The following information in relation to the Shares to be issued is provided to Shareholders for the purposes of Listing Rule 7.3:

- the Shares will be issued to Placees whose allocations were determined by the Company in consultation with the Underwriter, and as at the date of this Notice it is proposed that those Placees will include Sandon Capital Pty Ltd (which is a current substantial holder of the Company) and Ryder;
- the Company will issue up to 162,790,698 Shares;
- the Shares will be fully paid ordinary shares in the capital of the Company and rank equally in all respects with the existing fully paid ordinary shares on issue;
- the Shares will be issued no later than 3 months after the date of the Meeting;
- the Company will receive \$0.43 for each Share issued;
- the Shares are being issued to fund pre-development costs, capex costs of the construction of the Project assets, funding costs (including costs of the Offer and interest on Project debt) and pre-production operational expenditure;
- the Shares should be issued under bookbuild confirmations and commitments entered into with the Underwriter in standard AFMA form, and some of the Shares may be issued to the

<sup>4</sup> This assumes that the Company obtains Shareholder approval under Listing Rule 7.1A at its Annual General Meeting. If such approval is not obtained, the Company will have a 15% limit on issuing Equity Securities without Shareholder approval.

<sup>5</sup> This assumes that the Company obtains Shareholder approval under Listing Rule 7.1A at its Annual General Meeting. If such approval is not obtained, the Company will have a 15% limit on issuing Equity Securities without Shareholder approval.

<sup>6</sup> Based purely on existing securities on issue and the maximum number of Shares which may be issued under this resolution.

<sup>7</sup> Based purely on existing securities on issue and the maximum number of Shares which may be issued under this resolution.



Underwriter or subunderwriters pursuant to the Underwriting Agreement and various subunderwriting agreements, as outlined above; and

- a voting exclusion applies in respect of this Resolution as set out in the Notice of Meeting.

### **Board Recommendation**

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

### **3 Resolution 3 – Proposed issue of Shares to AustralianSuper**

The Company has entered into the AustralianSuper Conditional Placement Agreement pursuant to which AustralianSuper has agreed to subscribe for up to 174,418,605 Shares at an issue price of \$0.43 per Share to raise up to \$75 million under the Conditional Placement (which can be scaled back to \$70 million to the extent the Company and Underwriter agree), subject only to Shareholder approval for the purposes of ASX Listing Rule 7.1, as sought by Resolutions 3 and 4. The material terms of the AustralianSuper Conditional Placement Agreement are set out above and in the investor presentation released in connection with the Offer to ASX on 18 November 2021. Funds raised pursuant to this Resolution will be used to fund pre-development costs, capex costs of the construction of the Project assets, funding costs (including costs of the Offer and interest on Project debt) and pre-production operational expenditure.

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that the Company can issue without the approval of its Shareholders over any 12-month period to 15% of the Shares it had on issue at the start of that period. As noted above, assuming Shareholder approval is obtained under Listing Rule 7.1A at the Annual General Meeting to be held on 25 November 2021, the Company's capacity will be increased such that it can issue over any 12-month period up to 25% of the Shares it had on issue at the start of that period without the approval of its Shareholders.

The proposed issue of Shares to AustralianSuper pursuant to the Conditional Placement does not fall within any of the exceptions set out in Listing Rule 7.2. While the proposed issue of Shares to AustralianSuper under the Conditional Placement may not exceed the 25% limit under its Listing Rule 7.1A Mandate (assuming it is approved at the Annual General Meeting) and might therefore be made without breaching Listing Rule 7.1, the Company wishes to put the issue of Shares to AustralianSuper under the Conditional Placement to Shareholders and retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval under Listing Rule 7.1. To do this, the Company is asking Shareholders to approve the proposed issue of Shares to AustralianSuper so that it does not use up any of the 25% limit on issuing Equity Securities without Shareholder approval as set out in Listing Rule 7.1.<sup>8</sup>

To this end, Resolution 3 seeks Shareholder approval to the proposed issue of securities under and for the purposes of Listing Rule 7.1.

If this Resolution is passed, and Resolution 4 is also passed:

- the Conditional Placement of Shares to AustralianSuper can proceed without using up any of the Company's 25% limit on issuing Equity Securities without Shareholder approval under Listing Rule 7.1;<sup>9</sup>
- the Company will issue up to 174,418,605 Shares to AustralianSuper. To the extent the issue of Shares to AustralianSuper will result in a breach of section 606 of the Corporations Act, the issue of Shares will be scaled back to the extent that AustralianSuper is not in breach of Chapter 6 of the Corporations Act. In addition, pursuant to the AustralianSuper Conditional

<sup>8</sup> This assumes that the Company obtains Shareholder approval under Listing Rule 7.1A at its Annual General Meeting. If such approval is not obtained, the Company will have a 15% limit on issuing Equity Securities without Shareholder approval.

<sup>9</sup> This assumes that the Company obtains Shareholder approval under Listing Rule 7.1A at its Annual General Meeting. If such approval is not obtained, the Company will have a 15% limit on issuing Equity Securities without Shareholder approval.

Placement Agreement, AustralianSuper's subscription may be scaled back to 162,790,698 Shares (as a maximum scale back) in accordance with the final allocation policy post-bookbuild of the Placement.;

- the Company's cash reserves will increase by up to \$75 million (before expenses); and
- the total number of Shares on issue will increase from 599,957,864 to up to 774,376,469 and the existing Shareholders holdings will be diluted by 22.52%<sup>10</sup> on an undiluted basis and 22.1% on a fully diluted basis.<sup>11</sup>

The impact of passing this Resolution on AustralianSuper's voting power in the Company in various scenarios, assuming it is issued 174,418,605 Shares under the Conditional Placement is set out in the following table (which, in each circumstance, excludes 1,110,118 performance rights and 262,431 share rights for which the Company is seeking Shareholder approval at its Annual General Meeting to be held on 25 November 2021).

The table set out below assumes the following with respect to the Convertible Notes:

- AustralianSuper is issued the maximum number of Shares it has subscribed for and has not been scaled back by the Company;
- AustralianSuper does not participate in the SPP other than to the extent of the sub-underwriting;
- AusSuper subscribed for the maximum amount of 46,511,627 Shares under the SPP as part of its sub-underwriting;
- all Convertible Notes are fully drawn and converted at their maturity;
- 5% interest on the Series 2 Convertible Notes and Series 3 Convertible Notes (as applicable) accrues and is capitalised from the date of issue of those Convertible Notes until maturity;
- the establishment fee of 2% on the Series 2 Convertible Notes and Series 3 Convertible Notes (as applicable) is capitalised and accrues interest from the date of issue of those Convertible Notes until maturity; and
- no Convertible Notes are redeemed for cash.

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<sup>10</sup> Based purely on existing Shares and the maximum which may be issued under this Resolution

<sup>11</sup> Based on current fully diluted Shares on issue of 615,280,516 and the maximum number of Shares which may be issued under this Resolution



| Number of Shares held by AustralianSuper   | Percentage voting power in the Company on an undiluted basis | Percentage voting power in the Company on a fully diluted basis |
|--|--|---|
| <b>As at date of this Notice</b>   |  |   |
| 330,500  | 0.05%  | 0.05%   |
| <b>Conditional Placement (Resolutions 1, 2 and 3)<sup>12</sup></b>   |  |   |
| 174,749,105  | 15.1%  | 14.9%   |
| <b>Conditional Placement and SPP<sup>13</sup></b>  |  |   |
| 221,260,733  | 18.4%  | 18.1%   |
| <b>Conditional Placement, SPP and the Series 1 Convertible Notes<sup>14</sup></b>                            |  |   |
| 267,922,781 <sup>15</sup>  | 21.4%  | 21.2%   |
| <b>Conditional Placement, SPP, Series 1 Convertible Notes and Series 2 Convertible Notes<sup>16 17</sup></b> |  |   |
| 389,945,195  | 28.4%  | 28.1%   |
| <b>Conditional Placement, SPP and the Convertible Notes<sup>18 19</sup></b>                                  |  |   |
| 511,967,609  | 34.2%  | 33.9%   |

If this Resolution is not passed:

- the proposed issue of Shares to AustralianSuper pursuant to the Conditional Placement will not proceed;
- Resolution 4 will not pass, as it is conditional on this Resolution 3 being passed, and the Series 1 Convertible Notes will not be issued;
- the Series 2 Convertible Notes and the Series 3 Convertible Notes will not be issued (their issue is subject to the issue of the Equity Securities the subject of Resolutions 3 and 4); and

<sup>12</sup> This assumes Resolutions 1, 2 and 3 are passed.

<sup>13</sup> This assumes that Resolutions 1, 2, 3 and 6 are passed.

<sup>14</sup> This assumes that Resolutions 1, 2, 3, 4 and 6 are passed.

<sup>15</sup> This assumes the Series 1 Convertible Notes are fully drawn, convert at maturity and none of the Series 1 Convertible Notes are redeemed for cash.

<sup>16</sup> This assumes that Resolutions 1, 2, 3, 5 and 6 are passed.

<sup>17</sup> Pursuant to the terms of the Series 2 and 3 Subscription Agreement, the conversion of the Series 2 Convertible Notes and Series 3 Convertible Notes is subject to any required Shareholder approvals under Listing Rule 7.1 or item 7 of section 611 of the Corporations Act. The Company is also required to use reasonable endeavours to convert any non-converted Convertible Notes to the extent permitted by law (including to the extent conversion is permitted using the "creep" provisions under item 9 of section 611 of the Corporations Act).

<sup>18</sup> This assumes that all Resolutions are passed.

<sup>19</sup> Pursuant to the terms of the Series 2 and 3 Subscription Agreement, the conversion of the Series 2 Convertible Notes and Series 3 Convertible Notes is subject to any required Shareholder approvals under Listing Rule 7.1 or item 7 of section 611 of the Corporations Act. The Company is also required to use reasonable endeavours to convert any non-converted Convertible Notes to the extent permitted by law (including to the extent conversion is permitted using the "creep" provisions under item 9 of section 611 of the Corporations Act).

- even if Resolution 5 passes, the relevant condition to the issue of the Series 2 Convertible Notes and the Series 3 Convertible Notes that the securities the subject of Resolutions 3 and 4 be issued is very unlikely to be met and therefore the Series 2 Convertible Notes and the Series 3 Convertible Notes may not be issued.

The following information in relation to the Shares to be issued is provided to Shareholders for the purposes of Listing Rule 7.3:

- the Shares will be issued to AustralianSuper;
- the Company will issue up to 174,418,605 Shares to AustralianSuper;
- the Shares will be fully paid ordinary shares in the capital of the Company and rank equally in all respects with the existing fully paid ordinary shares on issue;
- the Shares will be issued no later than 3 months after the date of the Meeting;
- the Company will receive \$0.43 for each Share issued;
- the Shares are being issued to fund pre-development costs, capex costs of the construction of the Project assets, funding costs (including costs of the Offer and interest on Project debt) and pre-production operational expenditure;
- the material terms of the AustralianSuper Conditional Placement Agreement are outlined above; and
- a voting exclusion applies in respect of this Resolution as set out in the Notice of Meeting.

#### **Board Recommendation**

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

#### **4 Resolution 4 – Proposed issue of Series 1 Convertible Notes to AustralianSuper**

As part of AustralianSuper's investment, the Company will acquire AustralianSuper's investments in emerging potash companies, Highfield Resources Limited (**HFR**) and Agrimin Limited (**AMN**), funded by a series of convertible notes to be issued to AustralianSuper. The Company has also advanced negotiations on a termsheet for a \$40 million corporate debt facility from a tier 1 international bank, secured against the Company's iron ore revenues from the Iron Valley mine.

The Company has entered into the Subscription Agreement with AustralianSuper pursuant to which AustralianSuper will be issued up to 46,662,048 Series 1 Convertible Notes on the terms set out on pages 15 to 20 (**Series 1 Convertible Notes**).

As noted above, the Series 1 Convertible Notes are proposed to be issued by the Company in exchange for AustralianSuper transferring its existing holdings of 31,147,824 ordinary shares in Agrimin Limited (ACN 122 162 396) (**AMN**) and 26,349,498 ordinary shares in Highfield Resources Limited (ACN 153 918 257) (**HFR**) (**Transfer**).

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that the Company can issue without the approval of its Shareholders over any 12-month period to 15% of the Shares it had on issue at the start of that period. As noted above, assuming Shareholder approval is obtained under Listing Rule 7.1A at the Annual General Meeting to be held on 25 November 2021, the Company's capacity will be increased such that it can issue over any 12-month period up to 25% of the Shares it had on issue at the start of that period without the approval of its Shareholders.



The proposed issue of the Series 1 Convertible Note does not fall within any of the exceptions set out in Listing Rule 7.2 and exceeds the 25% limit under the Company's Listing Rule 7.1A Mandate. It therefore requires the approval of the Shareholders under Listing Rule 7.1.<sup>20</sup>

Resolution 4 seeks the required Shareholder approval for the proposed issue of the Series 1 Convertible Notes under and for the purposes of Listing Rule 7.1.

If Resolution 4 is passed, and Resolution 3 is also passed:

- the Company will be able to proceed with the Transfer and the issue of the Series 1 Convertible Notes to AustralianSuper; and
- the Company will acquire 31,147,824 AMN ordinary shares and 26,349,498 HFR ordinary shares.

If the Series 1 Convertible Notes convert to Shares, the total number of Shares on issue will increase from 599,957,864 to 646,619,912 and the existing Shareholders holdings will be diluted by 7.2%<sup>21</sup> on an undiluted basis and 7.0% on a fully diluted basis.<sup>22</sup> If additional Shares are required to be issued due to adjustments in the Conversion Price, the Company will seek to issue those Shares utilising its placement capacity at the relevant time.

In addition, the Series 1 Convertible Notes to be issued, and any Shares which will be issued on conversion of the Series 1 Convertible Notes, will be excluded from the calculation of the number of Equity Securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 4 is not passed:

- the Company will not be able to issue the Series 1 Convertible Notes to AustralianSuper;
- the Company will not acquire the AMN or HFR ordinary shares pursuant to the Transfer;
- Resolution 3 cannot be passed, as it is conditional on Resolution 4 being passed; and
- even if Resolution 5 passes, the relevant condition to the issue of the Series 2 Convertible Notes and the Series 3 Convertible Notes that the securities the subject of Resolutions 3 and 4 be issued is very unlikely to be met and therefore the Series 2 Convertible Notes and the Series 3 Convertible Notes may not be issued.

The following information in relation to the Shares to be issued is provided to Shareholders for the purposes of Listing Rule 7.3:

- the Series 1 Convertible Notes, and any Shares to be issued on their conversion, may be issued to AustralianSuper;
- the Company will issue up to 46,662,048 Series 1 Convertible Notes, and up to that number of Shares on their conversion, subject to final adjustments made at conversion (please refer to the table above);

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<sup>20</sup> This assumes that the Company obtains Shareholder approval under Listing Rule 7.1A at its Annual General Meeting. If such approval is not obtained, the Company will have a 15% limit on issuing Equity Securities without Shareholder approval, and the proposed issue of the Series 1 Convertible Notes would also exceed that limit.

<sup>21</sup> Based on current Shares on issue, and assuming no Shares have been issued pursuant to the Offer, and that 46,662,048 Shares are issued upon the conversion of the Series 1 Convertible Notes.

<sup>22</sup> Based on current fully diluted shares on issue of 615,280,516, and assuming no Shares have been issued pursuant to the Offer, and that 46,662,048 Shares are issued upon the conversion of the Series 1 Convertible Notes.



- the Shares to be issued on conversion of the Series 1 Convertible Notes will be fully paid ordinary shares in the capital of the Company and rank equally in all respects with the existing fully paid ordinary shares on issue;
- the Series 1 Convertible Notes will be issued no later than 3 months after the date of the Meeting;
- the Series 1 Convertible Notes are being issued in consideration for the Transfer;
- the material terms of the Subscription Agreement are set out above; and
- a voting exclusion applies in respect of this Resolution as set out in the Notice of Meeting.

### **Board Recommendation**

The Board recommend that Shareholders vote in favour of Resolution 4.

### **5 Resolution 5 – Proposed issue of Series 2 Convertible Notes and Series 3 Convertible Notes to AustralianSuper**

As set out above, the Company has entered into the Subscription Agreement with AustralianSuper pursuant to which AustralianSuper may (subject to certain conditions) be issued up to 80,192,462 Series 2 Convertible Notes and up to 80,192,462 Series 3 Convertible Notes, based on the maximum total initial face value of \$50 million for each series. The agreement is subject to Shareholder approval under Listing Rule 7.1.

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that the Company can issue without the approval of its Shareholders over any 12-month period to 15% of the Shares it had on issue at the start of that period. As noted above, assuming Shareholder approval is obtained under Listing Rule 7.1A at the Annual General Meeting to be held on 25 November 2021, the Company's capacity will be increased such that it can issue over any 12-month period up to 25% of the Shares it had on issue at the start of that period without the approval of its Shareholders.

The proposed issue of the Series 2 Convertible Notes and Series 3 Convertible Notes to AustralianSuper does not fall within any of the exceptions set out in Listing Rule 7.2 and exceeds the 25% limit under the Company's Listing Rule 7.1A Mandate.<sup>23</sup> The Company is therefore seeking the approval of the Shareholders under Listing Rule 7.1 to issue the Series 2 Convertible Notes and Series 3 Convertible Notes.

Resolution 5 seeks the required Shareholder approval for the proposed issue.

If Resolution 5 is passed:

- the Company will be able to proceed with the issue, and subject to the terms of that agreement, including the conditions precedent outlined above, the Company may issue those Convertible Notes;
- the Company's cash reserves may increase by up to \$50 million (before expenses) upon any draw down and the issue of the Series 2 Convertible Notes and up to \$50 million (before expenses) upon any draw down and the issue of the Series 3 Convertible Notes; and
- if draw down and issue becomes unconditional, and to the extent each series of Convertible Notes are fully drawn and run for their full term and the Company does not redeem any portion

<sup>23</sup> This assumes that the Company obtains Shareholder approval under Listing Rule 7.1A at its Annual General Meeting. If such approval is not obtained, the Company will have a 15% limit on issuing Equity Securities without Shareholder approval, and the proposed agreement to issue the Series 2 Convertible Notes and Series 3 Convertible Notes would also exceed that limit.

of the Series 2 Convertible Notes or Series 3 Convertible Notes for cash, then the total number of Equity Securities on issue will be increased by the Series 2 Convertible Notes and the Series 3 Convertible Notes; if those Convertible Notes convert, Shares on issue may increase from 599,957,864 to up to 844,002,692 and the existing Shareholders holdings will be diluted by 28.9%<sup>24</sup> on an undiluted basis and 28.4% on a fully diluted basis.<sup>25</sup>

In addition, the Series 2 Convertible Notes and the Series 3 Convertible Notes, and any Shares to be issued on their conversion, will be excluded from the calculation of the number of Equity Securities that the Company can issue without Shareholder approval under Listing Rule 7.1, subject to any additional approvals which may be required under Listing Rule 7.1 and under item 7 of section 611 of the Corporations Act being obtained.

If Resolution 5 is not passed the Company will not proceed with the proposed issue of the Series 2 Convertible Notes and the Series 3 Convertible Notes following this Meeting, but may seek further Shareholder approval for the issue of the Series 2 Convertible Notes and Series 3 Convertible Notes at a future time, and in any event, before 30 September 2022 for the Series 2 Convertible Notes and before 31 December 2022 for the Series 3 Convertible Notes.

The following information in relation to the proposed issue of the Series 2 Convertible Notes and the Series 3 Convertible Notes is provided to Shareholders for the purposes of Listing Rule 7.3:

- the Series 2 Convertible Notes and Series 3 Convertible Notes, and any Shares to be issued on their conversion, will be issued to AustralianSuper;
- the Company will receive up to \$100 million on draw down of the Series 2 Convertible Notes and Series 3 Convertible Notes. Funds raised will be used to fund pre-development costs, capex costs of the construction of the Project assets, funding costs (including costs of the Offer and interest on Project debt) and pre-production operational expenditure;
- the Company will issue up to 80,192,462 Series 2 Convertible Notes and 80,192,462 Series 3 Convertible Notes, and up to 244,044,828 Shares on their conversion (being up to 122,022,414 Shares and 122,022,414 Shares for the Series 2 Convertible Notes and the Series 3 Convertible Notes respectively), which is based on the maximum total initial face value of \$50 million for each series, and the initial conversion price<sup>26</sup>. If additional Shares are required to be issued due to adjustments in the Conversion Price, the Company will seek to issue those Shares utilising its placement capacity at the relevant time;
- the Shares to be issued on conversion of the Series 2 Convertible Notes and Series 3 Convertible Notes will be fully paid ordinary shares in the capital of the Company and rank equally in all respects with the existing fully paid ordinary shares on issue;
- the proposed issue of the Series 2 Convertible Notes and the Series 3 Convertible Notes will occur no later than 3 months after the date of the Meeting, subject to receipt of any waiver from ASX (which the Company has applied for at the date of this Notice);

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<sup>24</sup> Based on current Shares on issue, and assuming no Shares have been issued pursuant to the Offer or the Series 1 Convertible Note, and that 244,044,828 Shares are issued upon the conversion of the Series 2 Convertible Notes and the Series 3 Convertible Notes.

<sup>25</sup> Based on current fully diluted shares on issue of 615,280,516, and assuming no Shares have been issued pursuant to the Offer or the Series 1 Convertible Note, and that 244,044,828 Shares are issued upon the conversion of the Series 2 Convertible Notes and the Series 3 Convertible Notes.

<sup>26</sup> This assumes 5% interest on the Series 2 Convertible Notes and Series 3 Convertible Notes (as applicable) accrues and is capitalised from the date of issue of those Convertible Notes until maturity, the establishment fee of 2% on the Series 2 Convertible Notes and Series 3 Convertible Notes (as applicable) is capitalised and accrues interest from the date of issue of those Convertible Notes until maturity, and none of those Convertible Notes are redeemed for cash.

- the material terms of the Subscription Agreement are set out above; and
- a voting exclusion applies in respect of this Resolution as set out in the Notice of Meeting.

### **Board Recommendation**

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

### **6 Resolution 6 – Proposed issue of SPP Shares to the Underwriter or AustralianSuper**

On 18 November 2021, the Company announced the SPP, which is conditionally underwritten by the Underwriter to \$20 million pursuant to the Underwriting Agreement. The Underwriter has entered into a sub-underwriting agreement with AustralianSuper, under which AustralianSuper has subunderwritten the SPP, such that to the extent the SPP raises less than \$20 million the shortfall will be placed to AustralianSuper and AustralianSuper will subscribe for up to 46,511,628 Shares at an issue price of \$0.43 per Share. The Underwriting Agreement (as it relates to the underwriting of the SPP portion) and the subunderwriting agreement are conditional on Resolution 6 being passed.

Funds raised pursuant to the SPP will be used to fund pre-development costs, capex costs of the construction of the Project assets, funding costs (including costs of the Offer and interest on Project debt) and pre-production operational expenditure.

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that the Company can issue without the approval of its Shareholders over any 12-month period to 15% of the Shares it had on issue at the start of that period. As noted above, assuming Shareholder approval is obtained under Listing Rule 7.1A at the Annual General Meeting to be held on 25 November 2021, the Company's capacity will be increased such that it can issue over any 12-month period up to 25% of the Shares it had on issue at the start of that period without the approval of its Shareholders.

The proposed issue of Shares to the Underwriter or AustralianSuper pursuant to the Underwriting Agreement and the sub-underwriting agreement between the Underwriter and AustralianSuper will not fall within any of the exceptions set out in Listing Rule 7.2 (Shares taken up by SPP participants are subject to an exception but issue of the shortfall to any underwriter or subunderwriter is not). While the proposed issue of Shares to the Underwriter or AustralianSuper does not alone exceed the 25% limit under the Company's Listing Rule 7.1A Mandate and can therefore be made without breaching Listing Rule 7.1, the Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval under Listing Rule 7.1, and would like to put the overall participation of AustralianSuper to Shareholders. To do this, the Company is asking Shareholders to approve the proposed issue of Shares pursuant to the Underwriter or AustralianSuper under Listing Rule 7.1 so that it does not use up any of the 25% limit on issuing Equity Securities without Shareholder approval as set out in Listing Rule 7.1.<sup>27</sup>

To this end, Resolution 6 seeks Shareholder approval to the proposed issue of securities under and for the purposes of Listing Rule 7.1.

If this Resolution is passed:

- the issue of any SPP shortfall to the Underwriter or AustralianSuper as subunderwriter can proceed without using up any of the Company's 25% limit on issuing Equity Securities without Shareholder approval under Listing Rule 7.1;<sup>28</sup>

<sup>27</sup> This assumes that the Company obtains Shareholder approval under Listing Rule 7.1A at its Annual General Meeting. If such approval is not obtained, the Company will have a 15% limit on issuing Equity Securities without Shareholder approval.

<sup>28</sup> This assumes that the Company obtains Shareholder approval under Listing Rule 7.1A at its Annual General Meeting. If such approval is not obtained, the Company will have a 15% limit on issuing Equity Securities without Shareholder approval.



- the Company will issue up to a maximum of 46,511,628 Shares to the Underwriter or AustralianSuper (assuming there is no SPP take up);
- the Company's cash reserves will increase by up to \$20 million (before expenses); and
- the total number of Shares on issue will increase from 599,957,864 to 646,469,492 and the existing Shareholders holdings will be diluted by 7.2%<sup>29</sup> on an undiluted basis and 7.0% on a fully diluted basis.<sup>30</sup>

If this Resolution is not passed, any SPP shortfall will not be underwritten.

The following information in relation to the Shares to be issued is provided to Shareholders for the purposes of Listing Rule 7.3:

- the Shares will be issued to the Underwriter or to AustralianSuper as subunderwriter;
- the Company will issue up to 46,511,628 Shares to the Underwriter or AustralianSuper;
- the Shares will be fully paid ordinary shares in the capital of the Company and rank equally in all respects with the existing fully paid ordinary shares then on issue;
- the Shares will be issued no later than 3 months after the date of the Meeting;
- the Company will receive \$0.43 for each Share issued;
- the Shares are being issued to fund pre-development costs, capex costs of the construction of the Project assets, funding costs (including costs of the Offer and interest on Project debt) and pre-production operational expenditure;
- the material terms of the Underwriting Agreement and subunderwriting agreement are set out above; and
- a voting exclusion applies in respect of this Resolution as set out in the Notice of Meeting.

### **Board Recommendation**

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

<sup>29</sup> Based on current Shares on issue, and assuming no Shares have been issued pursuant to the Offer, and that 46,511,627 Shares are issued pursuant to the SPP.

<sup>30</sup> Based on current fully diluted shares on issue of 615,280,516, and assuming no Shares have been issued pursuant to the Offer, and that 46,511,627 Shares are issued pursuant to the SPP.

## GLOSSARY

**\$** means Australian dollars.

**AFMA** means the Australian Financial Markets Association.

**Annual General Meeting** means the Company's 2021 annual general meeting to be held on 25 November 2021.

**Associate** has the meaning given to that term in the Listing Rules.

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

**AustralianSuper** means AustralianSuper Pty Ltd (ABN 65 714 394 898) as trustee for AustralianSuper.

**AWST** means western standard time as recognised in Perth, Western Australia.

**Board** means the Directors.

**Chair or Chairman** means the individual elected to chair any meeting of the Company from time to time.

**Company** or **BCI** means BCI Minerals Limited ABN 21 120 646 924.

**Conditional Placement** has the meaning given to it on page 8.

**Constitution** means the Company's constitution, as amended from time to time.

**Convertible Notes** means the Series 1 Convertible Notes, Series 2 Convertible Notes and Series 3 Convertible Notes.

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

**Directors** means the directors of the Company.

**Equity Securities** has the meaning given to that term in the Listing Rules.

**Explanatory Memorandum** means the explanatory memorandum accompanying this Notice.

**Group** means the Company means the Company and each Subsidiary of the Company.

**Listing Rule 7.1A Mandate** has the meaning set out on page 23.

**Listing Rules** means the ASX Listing Rules.

**Meeting** means the General Meeting convened by the Notice.

**Notice** means this Notice of General Meeting.

**Notice of Meeting** means this Notice of General Meeting.

**Offer** means the Conditional Placement and the SPP.

**Placees** means the sophisticated and professional investors selected by the Company in consultation with the Underwriter through a bookbuild process, who have committed to take Shares under the Conditional Placement (other than Wroxby and AustralianSuper) and to the extent those investors may default in their settlement obligations, the Underwriter and professional or sophisticated subunderwriters who have been selected by the Underwriter.

**Proxy Form** means the proxy form accompanying the Notice.

**Resolution** means a resolution contained in the Notice.

**Ryder** means Ryder Capital Limited and Ryder Capital Management Pty Ltd.

**Sandon** means Sandon Capital Pty Ltd, Sandon Capital Investments Limited, Mercantile Investment Company Limited, One Managed Investment Funds Limited and One Fund Services Limited.

**Series 1 Convertible Notes** means the convertible notes to be issued by the Company to AustralianSuper under the Subscription Agreement on the terms and conditions set out on pages 15 to 20.

**Series 2 Convertible Notes** means the convertible notes which may be issued by the Company to AustralianSuper under the Subscription Agreement on the terms and conditions set out on pages 15 to 20.

**Series 3 Convertible Notes** means the convertible notes which may be issued by the Company to AustralianSuper under the Subscription Agreement on the terms and conditions set out on pages 15 to 20.

**Shareholder** means a member of the Company from time to time.

**Shares** means fully paid ordinary shares in the capital of the Company.

**SPP** means the BCI Share Purchase Plan announced on 18 November 2021.

**Subscription Agreement** has the meaning set out on page 14.

**Subsidiary** has the meaning given in section 9 of the Corporations Act.

**Trading Day** means a day determined by ASX to be a trading day in accordance with the Listing Rules.

**Underwriter** means Canaccord Genuity (Australia) Limited ABN 19 075 071 466 AFSL (234666).

**Underwriting Agreement** means the underwriting agreement between the Company and the Underwriter dated on or about 18 November 2021.

**Wroxby** means Wroxby Pty Ltd ABN 52 061 621 921.



## Attachment A – Convertible Note adjustment rules

### 1 Rules

#### 1.1 General

The Adjustment Rules are subject to compliance with all applicable laws and the ASX Listing Rules (including, where necessary any confirmation in respect of, or waiver of, the ASX Listing Rules or the seeking of shareholder approval if required).

#### 1.2 Consolidation, subdivision etc

If and whenever there is an alteration to the number of Shares on issue as a result of consolidation, subdivision or reclassification, the conversion price shall be adjusted by multiplying the conversion price in force immediately before such alteration by the following fraction:

$$\frac{A}{B}$$

where:

- A is the number of Shares on issue immediately before such consolidation, subdivision or reclassification; and
- B is the number of issued Shares immediately after, and as a result of, such consolidation, subdivision or reclassification.

Such adjustment shall become effective on the date the consolidation, subdivision or reclassification takes effect.

#### 1.3 Issue of Shares by way of capitalisation of profits or reserves

If and whenever the Company issues any Shares credited as fully paid to its Shareholders by way of capitalisation of profits or reserves including Shares paid up out of distributable profits or reserves (save where Shares are issued in lieu of the whole or any part of a specifically declared cash dividend (the **Relevant Cash Dividend**), being a dividend which the Shareholders concerned would or could otherwise have elected to receive (a **Scrip Dividend**)) and which would not have constituted a Capital Distribution, the conversion price shall be adjusted by multiplying the conversion price in force immediately before such issue by the following fraction:

$$\frac{A}{B}$$

where:

- A is the aggregate number of Shares on issue immediately before such issue; and
- B is the aggregate number of Shares on issue immediately after such issue.

In the case of an issue of Shares by way of a Scrip Dividend where the Current Market Price of such Shares on the day before such Scrip Dividend is declared exceeds 105% of the amount of the Relevant Cash Dividend or the relevant part thereof and which would not have constituted a Capital Distribution, the conversion price shall be adjusted by multiplying the conversion price in force immediately before the issue of such Shares by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the aggregate number of issued Shares immediately before such issue;
- B is the aggregate number of Shares issued by way of such Scrip Dividend multiplied by a fraction of which (i) the numerator is the amount of the whole, or the relevant part, of the Relevant Cash Dividend and (ii) the denominator is the Current Market Price on the day before such Scrip Dividend is declared of the Shares issued by way

of Scrip Dividend in respect of each existing Share in lieu of the whole, or the relevant part, of the Relevant Cash Dividend; and

C is the aggregate number of Shares issued by way of such Scrip Dividend,

or by making such other adjustment as two Independent Financial Institutions shall certify to the noteholder is fair and reasonable.

Such adjustment under this Rule 1.3 shall become effective on the date of issue of such Shares or if a record date is fixed therefore, immediately after such record date.

#### 1.4 Capital Distribution

If and whenever the Company shall pay or make any Capital Distribution (except where the Conversion Price fails to be adjusted under Rule 1.3), the conversion price shall be adjusted by multiplying the conversion price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price of one Share on the last Trading Day preceding the Effective Date; and

B is the portion of the Fair Market Value of the aggregate Capital Distribution attributable to one Share, with such portion being determined by dividing the Fair Market Value of the aggregate Capital Distribution by the number of Shares entitled to receive the relevant Capital Distribution (or, in the case of a purchase, redemption or buy-back of Shares or any depository or other receipts or certificates representing Shares by or on behalf of the Company or any other member of the Group, by the number of Shares in issue immediately following such purchase, redemption or buy back and treating as not being in issue any Shares or any Shares represented by depository or other receipts or certificates, purchased, redeemed or bought back).

Such adjustment shall become effective on the Effective Date, or if later, the first date upon which the Fair Market Value of the relevant Capital Distribution is capable of being determined as provided herein.

#### 1.5 Discounted rights issues in respect of Shares or rights to acquire Shares

Except where the Conversion Price fails to be adjusted under Rule 1.3, if and whenever the Company shall issue Shares to all or substantially all Shareholders as a class by way of rights, or issue or grant to all or substantially all Shareholders as a class, by way of rights, of options, warrants or other rights to subscribe for or purchase or otherwise acquire any Shares, in each case at less than 95% of the Current Market Price per Share on the last Trading Day preceding the date of the announcement of the terms of such issue or grant, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue or grant by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A is the number of Shares on issue immediately before such announcement;

- B is the number of Shares which the aggregate amount (if any) payable for the Shares issued by way of rights or for the options or warrants or other rights issued by way of rights and for the total number of Shares comprised therein would purchase at such Current Market Price per Share; and
- C is the aggregate number of Shares issued or, as the case may be, comprised in the issue or grant.

Such adjustment shall become effective on the date of issue of such Shares or issue or grant of such options, warrants or other rights (as the case may be) or where a record date is set, the first date on which the Shares are traded ex-rights, ex-options or ex-warrants (as the case may be).

#### **1.6 Discounted rights issues in respect of other securities**

If and whenever the Company shall issue any securities (other than Shares or options, warrants or other rights to subscribe for, purchase or otherwise acquire Shares) to all or substantially all Shareholders as a class, by way of rights, or the grant to all or substantially all Shareholders as a class by way of rights, of any options, warrants or other rights to subscribe for, purchase or otherwise acquire, any securities (other than Shares or options, warrants or other rights to subscribe for, or purchase Shares or otherwise acquire Shares), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue or grant by the following fraction:

$$\frac{A - B}{A}$$

where:

- A is the Current Market Price of one Share on the last Trading Day immediately preceding the date on which Shares are traded on ASX ex-rights, ex-options or ex-warrants (the 'ex-date'); and is the Current Market Price of one Share on the last Trading Day immediately preceding the date on which Shares are traded on ASX ex-rights, ex-options or ex-warrants (the 'ex-date'); and
- B is the Fair Market Value on the date immediately preceding the ex-date of the portion of the rights attributable to one Share.

Such adjustment shall become effective on the date of issue of the securities or grant of such rights, options or warrants (as the case may be) or where a record date is set, the first date on which Shares are traded ex-rights, ex-options or ex-warrants (as the case may be).

#### **1.7 Issue of Shares or rights to acquire Shares at a discount (other than by way of rights)**

If and whenever the Company shall issue (otherwise than as mentioned in Rule 1.5) any Shares (other than Shares issued on the exercise of the noteholder's conversion right or on the exercise of any other rights of conversion into, or exchange or subscription for or purchase of, Shares) or shall issue or grant (otherwise than as mentioned in Rule 1.5) any options, warrants or other rights to subscribe for, purchase or otherwise acquire Shares, in each case at a price per Share which is less than 95% of the Current Market Price on the last Trading Day preceding the date of announcement of the terms of such issue, the conversion price shall be adjusted by multiplying the conversion price in force immediately before such issue by the following fraction:

$$\frac{A + B}{C}$$



where:

- A is the number of Shares in issue immediately before the issue of such additional Shares or the issue or grant of such options, warrants or other rights to subscribe for, purchase or otherwise acquire Shares;
- B is the number of Shares which the aggregate consideration (if any) receivable for the issue of such additional Shares, or for the Shares to be issued on exercise of such option, warrants or other rights to subscribe for Shares, would purchase at such Current Market Price per Share; and
- C is the number of Shares in issue immediately after the issue of such additional Shares or which would be in issue immediately after the exercise of such options, warrants or other rights to subscribe for Shares.

Provided that if at the time of issue or grant of any such options, warrants or rights (as used in this Rule 1.7, the **Specified Date**) such number of Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such rights of subscription are exercised or at such other time as may be provided) then for the purposes of this Rule 1.7, 'C' shall be determined by application of such formula or variable feature or as if the relevant event occurs or has occurred as at the Specified Date and as if such conversion, exchange, subscription or purchase had taken place on the Specified Date.

Such adjustment shall become effective on the date of issue of such additional Shares or, as the case may be, the grant of any such options, warrants or other rights.

### **1.8 Issue of convertible or exchangeable securities**

Save in the case of an issue of securities arising from a conversion or exchange of other securities in accordance with the terms applicable to such securities themselves falling within the provisions of this Rule 1.8, in the event of the issue by the Company or any other member of the Group (otherwise than as mentioned in Rules 1.5, 1.6 or 1.7) or (at the direction or request of or pursuant to any arrangements with the Company or any member of the Group) by any other company, person or entity of any securities which by their terms of issue carry rights of conversion into, or exchange or subscription for, Shares to be issued by the Company upon conversion, exchange or subscription at a consideration per Share which is less than 95% of the Current Market Price on the last Trading Day preceding the date of announcement of the terms of issue of such securities, the conversion price shall be adjusted by multiplying the conversion price in force immediately before such issue by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Shares in issue immediately before such issue;
- B is the number of Shares which the aggregate consideration receivable by the Company for the Shares to be issued on conversion or exchange or on exercise of the right of subscription attached to such securities would purchase at such Current Market Price per Share; and
- C is the maximum number of Shares to be issued on conversion or exchange of such securities or on the exercise of such rights of subscription attached thereto at the initial conversion, exchange or subscription price or rate.

Provided that if at the time of issue of the relevant securities or date of grant of such rights (as used in this Rule 1.8, the **Specified Date**) such number of Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such securities are exchanged or rights of subscription are exercised or, as the case may be, such securities are re-designated or at such other time as may be provided) then for the purposes of this Rule 1.8, 'C' shall be determined by application of such formula or variable feature or as if the relevant event occurs or has occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition or, as the case may be, re-designation had taken place on the Specified Date.

Such adjustment shall become effective on the date of issue of such securities.

### **1.9 Modification of rights of convertible or exchangeable securities**

In the event of any modification of the rights of conversion, exchange or subscription attaching to any such securities as are mentioned in Rule 1.8 (other than in accordance with the terms applicable to such securities) so that the consideration per Share (for the number of Shares available on conversion, exchange or subscription following the modification) is less than 95 per cent of the Current Market Price on the last Trading Day preceding the date of announcement of the proposals for such modification, the conversion price shall be adjusted by multiplying the conversion price in force immediately before such modification by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the number of Shares in issue immediately before such modification;
- B is the number of Shares which the aggregate consideration (if any) receivable by the Company for the Shares to be issued, or otherwise made available, on conversion or exchange or on exercise of the right of subscription attached to the securities, in each case so modified, would purchase at such Current Market Price per Share or, if lower, the existing conversion, exchange or subscription price of such securities; and
- C is the maximum number of Shares to be issued, or otherwise made available, on conversion or exchange of such securities or on the exercise of such rights of subscription attached thereto at the modified conversion, exchange, subscription or purchase price or rate but giving credit in such manner as an Independent Financial Institution considers appropriate (if at all) for any previous adjustment under this Rule 1.9 or Rule 1.8.

Provided that if at the time of issue of the relevant securities or date of grant of such rights (as used in this Rule 1.9, the **Specified Date**) such number of Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such securities are exchanged or rights of subscription are exercised or, as the case may be, such securities are re-designated or at such other time as may be provided) then for the purposes of this Rule 1.9, 'C' shall be determined by application of such formula or variable feature or as if the relevant event occurs or has occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition or, as the case may be, re-designation had taken place on the Specified Date.

Such adjustment shall become effective on the date of modification of the rights of conversion, exchange or subscription attaching to such securities.

### 1.10 Issue of securities in connection with an offer by or on behalf of the Company

In the event of any issue, sale or distribution by or on behalf of the Company or any other member of the Group or (at the direction or request of or pursuant to any arrangements with the Company or any other member of the Group) any other company, person or entity of any securities in connection with an offer by or on behalf of the Company or any other member of the Group or such other company, person or entity pursuant to which offer the Shareholders generally are entitled to participate in arrangements whereby such securities may be acquired by them, then (except where the conversion price fails to be adjusted under Rules 1.5, 1.6, 1.7 or 1.8) the conversion price shall be adjusted by multiplying the conversion price in force immediately before such issue by the following fraction:

$$\frac{A - B}{A}$$

where:

- A is the Current Market Price of one Share on the last Trading Day preceding the date on which such issue, sale or distribution is publicly announced; and
- B is the Fair Market Value on the date of such announcement of the portion of the rights attributable to one Share.

Such adjustment shall become effective on the date of issue, sale or distribution of the securities.

## 2 Change of Control

Upon any exercise of Conversion Rights under following a Change of Control Event, the conversion price (the **Change of Control Conversion Price**) shall be as determined pursuant to the following formula:

$$\text{COCCP} = \text{OCP} / (1 + (\text{CP} \times c/t))$$

where:

- COCCP means the Change of Control Conversion Price
- OCP means the conversion price in effect on the relevant Conversion Date, disregarding the application of this Rule 2
- CP means 45 per cent (expressed as a fraction)
- c means the number of days from and including the date the of the Change of Control Event to but excluding the Maturity Date in respect of the relevant Notes
- t means the number of days from and including the Issue Date of the relevant Notes to but excluding the Maturity Date of the relevant Notes

## 3 Other adjustment events

If:

- (a) the rights of conversion, exchange, purchase or subscription attaching to any options, rights or warrants to subscribe for or purchase Shares or any securities convertible into or exchangeable for Shares or the rights carried by such securities to subscribe for or purchase Shares are modified (other than pursuant to, and as provided in, the existing terms and conditions of such options, rights, warrants or securities); or



- (b) one or more events or circumstances not referred to in any Adjustment Rules set out in Rule 1 or Rule 2 have occurred which have or would have an effect on the position of the noteholder as a class compared with the position of the holders of Shares, taken as a class (including, without limitation, any demerger, spin-off or similar arrangement in respect of any business of the Group),

then, in any such case, the Company shall promptly:

- (i) notify the Noteholder in writing thereof;
- (ii) consult with an Independent Financial Institution, as to what adjustment, if any, should be made to the conversion price to preserve the value of the noteholder's conversion rights; and
- (iii) make any such adjustment.

#### **4 Definitions**

The following defined terms apply to capitalised terms used in these adjustment rules:

**Capital Distribution** means any Non-Cash Dividend.

**Cash Dividend** means:

- (a) any Dividend which is to be paid or made in cash (in whatever currency); and
- (b) any Dividend determined to be a Cash Dividend pursuant to paragraph (a) of the definition of 'Dividend',

and for the avoidance of doubt, a Dividend falling within paragraph (c) or (d) of the definition of 'Dividend' shall be treated as being a Non-Cash Dividend.

**Change of Control Event** has the meaning given on page 16.

**Conversion Right** means a right of a Noteholder to Convert a Convertible Note into a Share.

**Current Market Price** means, in respect of a Share at a particular time on a particular date, the average of the VWAP of one Share for the 30 consecutive Trading Days ending on the Trading Day immediately preceding such date, provided that:

- (a) if at any time during the said 30 Trading Days period the Shares shall have been quoted ex-dividend (or ex- any other entitlement) and during some other part of that period the Shares shall have been quoted cum-dividend (or cum- any other entitlement) then:
- (b) if the Shares to be issued in such circumstances do not rank for the dividend (or entitlement) in question, the quotations on the dates on which the Shares shall have been quoted cum-dividend (or cum- any other entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of that dividend (or entitlement) per Share as at the date of the first public announcement of such dividend (or entitlement); or
- (c) if the Shares to be issued in such circumstances rank for the dividend (or entitlement) in question, the quotations on the dates on which the Shares shall have been quoted ex-dividend (or ex- any other entitlement) shall for the purpose of this definition be deemed to be the amount thereof increased by such similar amount; and

- (d) if the Shares on each of the said 30 Trading Days have been quoted cum-dividend (or cum- any other entitlement) in respect of a dividend (or entitlement) which has been declared or announced but the Shares to be issued do not rank for that dividend (or entitlement), the quotations on each of such dates shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of that dividend (or entitlement) per Share as at the date of the first public announcement of such dividend (or entitlement); and
- (e) if such closing prices are not available on each of the 30 Trading Days during the relevant period, then the arithmetic average of such closing prices which are available in the relevant period shall be used (subject to a minimum of two such closing prices); and
- (f) if only one or no such closing price is available in the relevant period, then the Current Market Price shall be determined in good faith by two Independent Financial Institutions.

**Dividend** means any dividend or distribution to Shareholders whether of cash, assets, or other property, and however described and whether payable out of profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to holders upon or in connection with a reduction of capital (and for these purposes a distribution of assets includes without limitation an issue of Shares or other securities credited as fully or partly paid up by way of capitalisation of profits or reserves), provided that:

- (a) where a Dividend in cash is announced which is to be, or may at the election of a Shareholder or Shareholders be satisfied by the issue or delivery of Shares or other property or assets, or where a capitalisation of profits or reserves is announced which is to be, or may at the election of a Shareholder or Shareholders be, satisfied by the payment of cash, then the Dividend in question shall be treated as a Cash Dividend of the greater of (i) such cash amount and (ii) the Current Market Price of such Shares or, as the case may be, Fair Market Value of such other property or assets (as at the date of the first public announcement of such Dividend or capitalisation (as the case may be) or if later, the date on which the number of Shares (or amount of property or assets, as the case may be) which may be issued or transferred and delivered is determined);
- (b) any issue of Shares falling within Rule 1.3 shall be disregarded;
- (c) a purchase or redemption or buy back of share capital of the Company or any other member of the Group shall not constitute a Dividend unless, in the case of a purchase or redemption or buy back of Shares by or on behalf of the Company or any other member of the Group, the price per Share (before expenses) on any one day (a **Specified Share Day**) in respect of such purchases or redemptions or buy backs exceeds by more than 5% of the VWAP of the Shares on the five Trading Days immediately preceding the Specified Share Day or, where an announcement (excluding, for the avoidance of doubt for these purposes, any general authority for such purchases, redemptions or buy backs approved by a general meeting of Shareholders or any notice convening such a meeting of Shareholders) has been made of the intention to purchase, redeem or buy back Shares at some future date at a specified price, on the five Trading Days immediately preceding the date of such announcement, in which case such purchase, redemption or buy back shall be deemed to constitute a Dividend to the extent that the aggregate price paid (before expenses) in respect of such Shares purchased, redeemed or bought back by the Company or, as the case may be, any of other member of the Group exceeds the product of (i) 105% of the VWAP of the Shares and (ii) the number of Shares so purchased, redeemed or bought back; and

- (d) if the Company or any other member of the Group shall purchase, redeem or buy back any depository or other receipts or certificates representing Shares, the provisions of paragraph (c) shall be applied in respect thereof in such manner and with such modifications (if any) as shall be determined in good faith by an Independent Financial Institution.

**Effective Date** means the first date on which the Shares are traded on the ASX ex-the relevant Dividend or in the case of a purchase, redemption or buy back of Shares or any depository or other receipts or certificates representing Shares, the date on which such purchase, redemption or buy back is made.

**Fair Market Value** means, with respect to any assets, security, option, warrants or other right on any date, the fair market value of that asset, security, option, warrant or other right as determined by the Company (or, where the matter is referred to an Independent Financial Institution under condition 5.3 of the terms and conditions scheduled to the Deed Poll, by that Independent Financial Institution), provided that:

- (a) the fair market value of a cash Dividend paid or to be paid per Share shall be the amount of such cash Dividend per Share determined as at the date of announcement of such Dividend; and
- (b) where options, warrants or other rights are publicly traded in a market of adequate liquidity (as determined by such investment bank of international repute) the fair market value of such options, warrants or other rights shall equal the arithmetic mean of the daily closing prices of such options, warrants or other rights during the period of five Trading Days on the relevant market immediately prior to the date on which the Fair Market Value is to be determined and, if no such period is available, the period of five Trading Days on the relevant market commencing on the first such Trading Day such options, warrants or other rights are publicly traded.

**Group** means the Company and each of its Related Bodies Corporate.

**Independent Financial Institution** means an independent investment bank of international repute acting as an expert appointed by and at the expense of the Company for the purposes, and at the times, set out in these Rules.

**Non-Cash Dividend** means any Dividend which is not a Cash Dividend.

**Relevant Cash Dividend** has the meaning given in Rule 1.3.

**Scrip Dividend** has the meaning given in Rule 1.3.

**VWAP** has the meaning given in the terms and conditions scheduled to the Deed Poll.

**Trading Day** means a day on which the ASX is open for trading, provided that if no closing price is reported in respect of the relevant shares on the ASX for one or more consecutive trading days, such day or days will be disregarded in any relevant calculation and shall be deemed not to have existed when ascertaining any period of trading days.