NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES OR TO U.S. PERSONS

ASX Announcement

21 October 2020

Shelf registration statement filing

Coronado Global Resources Inc. ("Coronado" or the "Company", ASX: CRN) advises that it has filed a further amendment to the Shelf Registration Statement on Form S-3 with the U.S. Securities and Exchange Commission ("SEC") which was filed with the SEC on 7 July 2020 and amended on 22 September 2020 (the "Shelf Registration Statement")[1]. The filing of the Amendment was in response to further queries raised by the SEC in its review process.

A copy of this amendment is attached to this announcement (the "Amendment").

As we advised in our announcement to the ASX on 8 July 2020, Coronado, as a U.S. registered company, became eligible to file the shelf registration statement as of 1 July 2020 and filing a shelf registration statement is common practice for U.S. registered companies. The Shelf Registration Statement remains subject to further review by the SEC and must be declared effective by the SEC on completion of that review.

– Ends –

This announcement was authorised for release by the Disclosure Committee of Coronado Global Resources Inc.

For further information please contact:

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About Coronado

Coronado Global Resources is one of the world's largest producers of high-quality metallurgical coal. Through our market leading expertise, we operate some of the cleanest and lowest cost mines in the industry. Coronado employs over 1,700 people and our operations are located in two of the largest and most productive metallurgical coal basins in the world: the Bowen Basin in Queensland, Australia, and the Central Appalachian region of the USA. Our mining operations are situated close to transportation infrastructure and we supply customers throughout the Asia-Pacific, India, the Americas and Europe. With a diversified production base and significant Reserves and Resources, Coronado is well placed to grow over many years. As a reliable supplier to the steel industry, we are dedicated to making a positive contribution to the global economy; and through our sustainable business practices, to the local economies and communities where we operate.

[1] Announced to the ASX on 8 July 2020 and 22 September 2020.

This announcement does not constitute an offer to sell, or a solicitation of an offer to buy, any CDIs (or underlying shares of common stock) in the United States or to any person who is, or is acting for the account or benefit of, a "U.S. person" (as defined in Rule 902(k) under the U.S. Securities Act of 1933, as amended ("U.S. Securities Act")) ("U.S. Person"), or in any other jurisdiction in which such an offer would be illegal. The new CDIs being offered and sold in the Placement and the Entitlement Offer (including underlying shares of common stock) have not been, and will not be, registered under the U.S. Securities Act or the securities laws of any state or other jurisdiction of the United States. Accordingly, the new CDIs being offered and sold in the Placement and the Entitlement Offer (or underlying shares of common stock) may not be offered or sold, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. Persons, unless the new CDIs are offered or sold in a transaction exempt from, or not subject to, the registration requirements of the U.S. Securities Act and the securities laws of any state or any other jurisdiction in the United States.

FORWARD-LOOKING STATEMENTS

This announcement contains forward-looking statements concerning the Company business, operations, financial performance and condition, the coal, steel and other industries, as well as the Company's plans, objectives and expectations for its business, operations, financial performance and condition. Forward-looking statements may be identified by words such as "may," "could," "believes," "estimates," "expects," "intends," "considers", "forecasts", "targets" and other similar words. Forward-looking statements provide management's current expectations or predictions of future conditions, events or results. All statements that address operating performance, events or developments that the Company expects or anticipates will occur in the future are forward-looking statements. They may include estimates of revenues, income, earnings per share, cost savings, capital expenditures, dividends, share repurchases, liquidity, capital structure, market share, industry volume, or other financial items, descriptions of management's plans or objectives for future operations, or descriptions of assumptions underlying any of the above. All forward-looking statements speak only as of the date they are made and reflect the company's good faith beliefs, assumptions and expectations, but they are not guarantees of future performance or events. Furthermore, the company disclaims any obligation to publicly update or revise any forward-looking statement, except as required by law. By their nature, forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements. Factors that might cause such differences include, but are not limited to, a variety of economic, competitive and regulatory factors, many of which are beyond the company's control, that are described in the Company's investor presentation filed with the ASX on or around the date of this announcement, as well as additional factors the Company may describe from time to time in other filings with the ASX and SEC. You may get such filings for free at the Company's website at www.coronadoglobal.com.au. You should understand that it is not possible to predict or identify all such factors and, consequently, you should not consider any such list to be a complete set of all potential risks or uncertainties.

As filed with the Securities and Exchange Commission on October 20, 2020

Registration No. 333-239730

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 2
to

Form S-3

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Coronado Global Resources Inc.

(Exact name of registrant as specified in its charter)

Delaware	83-1780608
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

Level 33, Central Plaza One, 345 Queen Street
Brisbane, Queensland, Australia 4000
(61) 7 3031 7777
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Richard Rose
Vice President, Chief Legal Officer and Secretary
Coronado Global Resources Inc.
100 Bill Baker Way
Beckley, West Virginia 25801
(681) 207-7263
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies To:

Michael J. Solecki
Andrew C. Thomas
Jones Day
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114-1190
Phone: (216) 586-3939
Fax: (216) 579-0212

Approximate date of commencement of proposed sale to the public:
From time to time after this registration statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☐

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☒	Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Unit(1)(2)	Proposed Maximum Aggregate Offering Price(1)(3)	Amount of Registration Fee(1)
Primary Offering:				
Common Stock, par value $0.01 per share(4)(12)				
CHESS Depositary Interests, each representing 1/10th of a share of Common Stock, par value $0.01 per share(5)(12)				
Preferred Stock, par value $0.01 per share(6)(12)				
Depositary Shares(7)(12)				
Warrants(8)(12)				
Subscription Rights(9)(12)				
Debt Securities(10)(12)				
Units(11)(12)				
Total Primary Offering	$300,000,000	100%	$300,000,000(13)	$38,940.00(14)
Secondary Offering:				
Common Stock, par value $0.01 per share	77,308,103 shares	$6.57	$507,914,237	$65,927.27(14)
Total			$807,914,237	$104,867.27(14)

(1) With respect to the primary offering, not specified as to each class of securities to be registered pursuant to General Instruction II.D. to Form S-3. With respect to the secondary offering, pursuant to Rule 416(a) under the Securities Act of 1933, or the Securities Act, this registration statement on Form S-3, or this Registration Statement, also covers additional securities that may be offered or issued in connection with any stock split, stock dividend or similar transaction.

(2) The proposed maximum offering price per unit with respect to the primary offering will be determined from time to time by the registrant in connection with the issuance by the registrant of the securities registered hereunder. The proposed maximum offering price per unit with respect to the secondary offering is estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) under the Securities Act based on $6.57, which is the average of the high and low sale prices per share of the Common Stock (traded as 10 CHESS Depositary Interests, or CDIs) on the Australian Securities Exchange, or the ASX, expressed in US dollars, as of a date (July 1, 2020) within 5 business days prior to filing this Registration Statement. The price of the Common Stock is calculated as the average of the high and low sale prices of the CDIs as reported on the ASX multiplied by 10 (to account for the 10-to-1 ratio of CDIs to shares of Common Stock) and then multiplied by the spot exchange rate for that day (A$1.00 = US$0.6915, as reported by Bloomberg).

(3) With respect to the primary offering, estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act. With respect to the secondary offering, calculated pursuant to Rule 457(c) under the Securities Act.

(4) Subject to note (13) below, with respect to the primary offering, there is being registered an indeterminate number of shares of common stock.

(5) Subject to note (13) below, with respect to the primary offering, there is being registered an indeterminate number of CDIs.

(6) Subject to note (13) below, with respect to the primary offering, there is being registered an indeterminate number of shares of preferred stock.

(7) Subject to note (13) below, with respect to the primary offering, there is being registered an indeterminate number of depositary shares to be evidenced by depositary receipts issued pursuant to a deposit agreement. If the registrant elects to offer to the public fractional interests in shares of preferred stock, then depositary receipts will be distributed to those persons purchasing the fractional interests and the shares will be issued to the depositary under the deposit agreement.

(8) Subject to note (13) below, with respect to the primary offering, there is being registered hereunder an indeterminate amount and number of warrants. The warrants may represent the right to purchase shares of common stock, CDIs, shares of preferred stock, depositary shares or debt securities.

(9) Subject to note (13) below, with respect to the primary offering, there is being registered an indeterminate number of subscription rights that may represent a right to purchase shares of common stock, CDIs, shares of preferred stock, depositary shares or debt securities.

(10) Subject to note (13) below, with respect to the primary offering, there is being registered an indeterminate principal amount of debt securities.

(11) Subject to note (13) below, with respect to the primary offering, there is being registered an indeterminate number of units. Each unit will be issued under a unit agreement and will represent an interest in a combination of one or more of the securities registered hereunder.

(12) Subject to note (13) below, with respect to the primary offering, this Registration Statement also covers an indeterminate amount of securities as may be issued in exchange for, or upon conversion or exercise of, as the case may be, the common stock, CDIs, preferred stock, depositary shares, debt securities, warrants or subscription rights registered hereunder. Any securities registered hereunder may be sold separately or as units with other securities registered hereunder. No separate consideration will be received for any securities registered hereunder that are issued in exchange for, or upon conversion of, as the case may be, the common stock, CDIs, preferred stock, depositary shares, warrants or subscription rights.

(13) With respect to the primary offering, in no event will the aggregate initial offering price of all securities issued from time to time pursuant to the prospectus contained in this Registration Statement exceed $300,000,000 or the equivalent thereof in one or more foreign currencies or foreign currency units. Such amount represents the offering price of any common stock, CDIs, preferred stock and depositary shares, the principal amount of any debt securities issued at their stated principal amount, the issue price rather than the principal amount of any debt securities issued at an original issue discount, the issue price of any warrants, the exercise price of any securities issuable upon the exercise of warrants and the issue price of any securities issuable upon the exercise of subscription rights. The aggregate principal amount of debt securities may be increased if any debt securities are issued at an original issue discount by an amount such that the offering price to be received by the registrant shall be equal to the above amount to be registered. Any offering of securities denominated other than in United States dollars will be treated as the equivalent of United States dollars based on the exchange rate applicable to the purchase of such securities at the time of initial offering. The securities registered hereunder may be sold separately or as units with other securities registered hereunder.

(14) Previously paid.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

Coronado Global Resources Inc., or the Registrant, is filing this Pre-Effective Amendment No. 2, or this Amendment, to the Registrant's Registration Statement on Form S-3 initially filed on July 7, 2020 (File No. 333-239730), or the Registration Statement, to (a) respond to comments received from the Staff of the Securities and Exchange Commission, or the Commission, on October 5, 2020 in regards to the Registration Statement, (b) update disclosures in the prospectus forming part of the Registration Statement for a recent date and (c) file certain updated and new exhibits.

Prospectus

$300,000,000
Common Stock
CHESS Depositary Interests
Preferred Stock
Depositary Shares
Warrants
Subscription Rights
Debt Securities
Units

77,308,103 Shares of Common Stock Offered by the Selling Stockholder

We may offer and sell from time to time our common stock, CHESS Depositary Interests, each representing 1/10th of a share of common stock, or CDIs, preferred stock, depositary shares, warrants, subscription rights and debt securities, as well as units that include any of these securities. We may sell any combination of these securities in one or more offerings with an aggregate initial offering price of $300,000,000 or the equivalent amount in other currencies or currency units. In addition, the selling stockholder may from time to time offer and sell up to 77,308,103 shares of our common stock, in the form of shares of common stock or CDIs. We will not receive any of the proceeds from the sale of our common stock by the selling stockholder.

We will provide the specific terms of the securities to be offered in one or more supplements to this prospectus. You should read this prospectus and the applicable prospectus supplement carefully before you invest in our securities. This prospectus may not be used to offer and sell our securities unless accompanied by a prospectus supplement describing the method and terms of the offering of those offered securities.

These securities may be offered in public or private transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale or at negotiated prices. In addition, these securities may be sold directly or to or through underwriters or dealers, and also to other purchasers or through agents. The names of any underwriters or agents that are included in a sale of securities to you, and any applicable commissions or discounts, will be stated in an accompanying prospectus supplement. **For additional information on the manner in which these securities may be sold and the method by which the price for the securities may be determined, you should refer to the section of this prospectus entitled "Plan of Distribution."**

Investing in any of our securities involves risk. Please read carefully the section entitled "Risk Factors" beginning on page 4 of this prospectus.

No public market currently exists in the United States for our common stock. We intend to apply to list our common stock on the New York Stock Exchange under the symbol "CRN" prior to a sale of common stock under this prospectus. Our common stock is publicly traded on the Australian Securities Exchange, or the ASX, under the ticker "CRN" in the form of CDIs. None of the other securities that we may offer under this prospectus are currently publicly traded.

On October 20, 2020, the closing sale price of our CDIs on the ASX was A$0.870, which is the equivalent of US$0.611 per CDI (based on the Australian dollar-to-U.S. dollar spot exchange rate for October 20, 2020 of A$1.00 = US$0.7025, as reported by Bloomberg), or US$6.11 per share of common stock (after giving effect to the 10-to-1 ratio of CDIs to shares of common stock).

While prices for our common stock that may be sold under this prospectus will depend, in part, on the manner and timing of such sales, we expect that such prices will be derived from the trading price of our CDIs on the ASX, as adjusted for the foreign exchange rate and 10-to-1 ratio of CDIs to shares of common stock, until such time as our common stock begins trading on the New York Stock Exchange. While prices for our CDIs that may be sold under this prospectus will depend, in part, on the manner and timing of such sales, we expect that such prices will be derived from the trading price of our CDIs on the ASX. Due to market conditions and other factors, the trading price of our CDIs on the ASX may not be indicative of the market price for our common stock on a U.S. national securities exchange.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2020.

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About This Prospectus

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission, or the SEC, using a "shelf" registration process. Under this shelf process, we may from time to time sell any combination of the securities described in this prospectus in one or more offerings up to an aggregate initial offering price of $300,000,000 or the equivalent amount in other currencies or currency units. In addition, under this shelf registration process, the selling stockholder named in this prospectus may sell, from time to time, up to 77,308,103 shares of our common stock.

This prospectus provides you with a general description of the securities we and the selling stockholder may offer. Each time we or the selling stockholder sell securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. For a more complete understanding of the offering of the securities, you should refer to the registration statement, including its exhibits. The prospectus supplement may also add, update or change information contained in this prospectus. You should read both this prospectus and any prospectus supplement together with additional information under the heading "Where You Can Find More Information" and "Information We Incorporate By Reference."

You should rely only on the information contained or incorporated by reference in this prospectus and in any prospectus supplement or in any free writing prospectus that we may provide you. We have not authorized anyone to provide you with different information. You should not assume that the information contained in this prospectus, any prospectus supplement, any document incorporated by reference or any free writing prospectus is accurate as of any date, other than the date mentioned on the cover page of these documents. Neither we nor the selling stockholder are making offers to sell the securities in any jurisdiction in which an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make an offer or solicitation.

References in this prospectus to the terms "we," "us," "our," "Coronado" or "the Company" or other similar terms mean Coronado Global Resources Inc. and its consolidated subsidiaries, unless we state otherwise or the context indicates otherwise.

Where You Can Find More Information

We are subject to the informational reporting requirements of the Securities Exchange Act of 1934, or the Exchange Act. We file reports, proxy statements and other information with the SEC. Our SEC filings are available over the Internet at the SEC's website at http://www.sec.gov. You may also inspect our SEC reports at our website at https://coronadoglobal.com.au/sec-information/. The information contained on or accessible through our website is not a part of this prospectus, other than the documents that we file with the SEC that are expressly incorporated by reference into this prospectus.

Information We Incorporate By Reference

The SEC allows us to "incorporate by reference" into this prospectus the information in documents we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. Any statement contained in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in or omitted from this prospectus or any accompanying prospectus supplement, or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We incorporate by reference the documents listed below and any future documents that we file with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (1) after the date of the initial filing of the registration statement of which this prospectus forms a part prior to the effectiveness of the registration statement and (2) after the date of this prospectus until the offering of the securities is terminated:

- our Annual Report on Form 10-K for the year ended December 31, 2019;
- our Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2020 and June 30, 2020;
- our Current Reports on Form 8-K filed on March 6, 2020, May 26, 2020 (item 8.01 only), May 27, 2020 (item 5.02 only, as amended by our Current Report on Form 8-K/A filed on July 7, 2020 (item 5.02 only)), June 23, 2020, June 25, 2020 and August 17, 2020 (items 1.01, 2.03 and 3.02 only); and
- the description of our common stock set forth in Exhibit 4.3 to our Annual Report on Form 10-K for the year ended December 31, 2019, which updated the description thereof set forth in Amendment No. 2 to our Registration Statement on Form 10/A filed with the SEC on June 28, 2019, and all subsequently filed amendments and reports updating that description.

We will not, however, incorporate by reference in this prospectus any documents or portions thereof that are not deemed "filed" with the SEC, including any information furnished pursuant to Item 2.02 or Item 7.01 of our current reports on Form 8-K unless, and except to the extent, specified in such current reports.

We will provide you with a copy of any of these filings (other than an exhibit to these filings, unless the exhibit is specifically incorporated by reference into the filing requested) at no cost, if you submit a request to us by writing or telephoning us at the following address and telephone number:

Coronado Global Resources Inc.
100 Bill Baker Way
Beckley, West Virginia 25801
Telephone Number: (681) 207-7263
Attention: Secretary

The Company

We are a global producer, marketer and exporter of a full range of metallurgical, or Met, coals. We own a portfolio of operating mines and development projects in Queensland in Australia, and in Virginia, West Virginia and Pennsylvania in the United States.

Our operations in Australia, or our Australian Operations, consist of the 100%-owned Curragh producing mining property located in the Bowen Basin of Australia. Our operations in the United States, or our U.S. Operations, consist of three producing mining properties (Buchanan, Logan and Greenbrier), two development mining properties (Pangburn-Shaner-Fallowfield and Russell County) and one idle mining property (Amonate), primarily located in the Central Appalachian region of the United States, all of which are 100%-owned. Our Australian Operations and U.S. Operations are strategically located for access to transportation infrastructure. In addition to Met coal, our Australian Operations sell thermal coal under a long-term legacy contract assumed in the acquisition of Curragh, which is used to generate electricity, to Stanwell Corporation Limited, a Queensland government-owned entity and the operator of the Stanwell Power Station located near Rockhampton, Queensland. Our U.S. Operations also produce and sell some thermal coal that is extracted in the process of mining Met coal.

Our core business strategy focuses on the production of Met coal for the North American and seaborne export markets.

Corporate Information

We are incorporated under the laws of the State of Delaware. Our principal executive offices are located at Level 33, Central Plaza One, 345 Queen Street, Brisbane, Queensland, Australia 4000. Our telephone number is +61 7 3031 7777. Our website is https://coronadoglobal.com.au. The information contained on or accessible through our website is not part of this prospectus, other than the documents that we file with the SEC that are expressly incorporated by reference into this prospectus.

Risk Factors

Investing in our securities involves risk. Prior to making a decision about investing in our securities, you should carefully consider the specific factors discussed under the heading "Risk Factors" in our most recent annual report on Form 10-K and in our most recent quarterly reports on Form 10-Q, which are incorporated herein by reference and may be amended, supplemented or superseded from time to time by other reports we file with the SEC in the future. If any of these risks actually occurs, our business, results of operations and financial condition could suffer. In that case, the trading price of our securities could decline, and you could lose all or a part of your investment.

Disclosure Regarding Forward-Looking Statements

This prospectus, including the documents incorporated by reference, contains, and any prospectus supplement may contain, statements that constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may be identified by the use of predictive, future-tense or forward-looking terminology, such as "may," "could," "believes," "estimates," "expects," "likely," "intends" and "considers," as well as the negative of these terms or similar expressions. These statements speak only as of the date of this prospectus, the date of the prospectus supplement or the date of the document incorporated by reference, as applicable, and we undertake no ongoing obligation, other than that imposed by law, to update these statements. These statements appear in a number of places in this prospectus, including the documents incorporated by reference, and relate to, among other things, our intent, belief or current expectations with respect to: our future financial condition, results of operations or prospects; our business and growth strategies; and our financing plans and forecasts. You are cautioned that any such forward-looking statements are not guarantees of future performance and involve significant risks and uncertainties, and that actual results may differ materially from those contained in or implied by the forward-looking statements as a result of various factors, some of which are unknown, including, without limitation:

- uncertainty and weaknesses in global economic conditions, including the extent, duration and impact on prices caused by reduced demand. The novel strain of coronavirus, or COVID-19, pandemic led to reduced market demand and risks related to government actions with respect to trade agreements, treaties or policies;
- severe financial hardship, bankruptcy, temporary or permanent shut downs or operational challenges, due to the ongoing COVID-19 pandemic or otherwise, of one or more of our major customers, including customers in the steel industry, key suppliers/contractors, which among other adverse effects, could lead to reduced demand for our coal, increased difficulty collecting receivables and customers and/or suppliers asserting force majeure or other reasons for not performing their contractual obligations to us;
- our ability to generate sufficient cash to service our indebtedness and other obligations;
- our indebtedness and ability to comply with the covenants under the agreements governing such indebtedness;
- the prices we receive for our coal;
- the demand for steel products, which impacts the demand for our Met coals;
- risks inherent to mining;
- the loss of, or significant reduction in, purchases by our largest customers;
- our ability to collect payments from our customers depending on their creditworthiness, contractual performance or otherwise;

- risks unique to international mining and trading operations, including tariffs and other barriers to trade;
- our ability to continue acquiring and developing coal reserves that are economically recoverable;
- uncertainties in estimating our economically recoverable coal reserves;
- transportation for our coal becoming unavailable or uneconomic for our customers;
- the risk that we may be required to pay for unused capacity pursuant to the terms of our take-or-pay arrangements with rail and port operators;
- our ability to retain key personnel and attract qualified personnel;
- any failure to maintain satisfactory labor relations;
- our ability to obtain, renew or maintain permits and consents necessary for our operations;
- potential costs or liability under applicable environmental laws and regulations, including with respect to any exposure to hazardous substances caused by our operations, as well as any environmental contamination our properties may have or our operations may cause;
- extensive regulation of our mining operations and future regulations and developments;
- our ability to provide appropriate financial assurances for our obligations under applicable laws and regulations;
- assumptions underlying our asset retirement obligations for reclamation and mine closures;
- concerns about the environmental impacts of coal combustion, including perceived impacts on global climate issues, which could result in increased regulation of coal combustion in many jurisdictions and divestment efforts affecting the investment community;
- the extensive forms of taxation that our mining operations are subject to, and future tax regulations and developments;
- any cyber-attacks or other security breaches that disrupt our operations or result in the dissemination of proprietary or confidential information about us, our customers or other third parties;
- a decrease in the availability or increase in costs of key supplies, capital equipment or commodities, such as diesel fuel, steel, explosives and tires;
- the risk that we may not recover our investments in our mining, exploration and other assets, which may require us to recognize impairment charges related to those assets;
- risks related to divestitures and acquisitions; and
- the risk that diversity in interpretation and application of accounting principles in the mining industry may impact our reported financial results.

These factors and the other risk factors described in this prospectus and any accompanying prospectus supplement, including the documents incorporated by reference, are not necessarily all of the important factors that could cause actual results to differ materially from those expressed in any of our forward-looking statements. Other unknown or unpredictable factors also could harm our results. Consequently, there can be no assurance that the actual results or developments anticipated by us will be realized or, even if substantially realized, that they will have the expected consequences to or effects on us.

Use of Proceeds

Unless we inform you otherwise in the applicable prospectus supplement, we expect to use the net proceeds from the sale of securities for general corporate purposes. These purposes may include, but are not limited to:

- reduction or refinancing of outstanding indebtedness or other corporate obligations;
- additions to working capital;
- capital expenditures; and
- acquisitions.

Pending any specific application, we may initially invest funds in short-term marketable securities or apply them to the reduction of short-term indebtedness.

We will not receive any proceeds from the sale of shares of our common stock by the selling stockholder.

Description of Capital Stock

The following description summarizes certain important terms of our common stock and preferred stock. We will set forth the particular terms of the preferred stock that we offer in a prospectus supplement and the extent, if any, to which the following general terms and provisions will apply to particular shares of preferred stock. Because the following is only a summary, it does not contain all the information that may be important to you. For a complete description of the matters set forth in this section, you should refer to our certificate of incorporation and bylaws, the Stockholder's Agreement (as defined below) and the Registration Rights and Sell-Down Agreement (as defined below), copies of which have been filed previously with the SEC, and to the applicable provisions of Delaware law. For more information on how you can obtain copies of our certificate of incorporation and bylaws, the Stockholder's Agreement and the Registration Rights and Sell-Down Agreement, see "Where You Can Find More Information."

Authorized Capital Stock

Our authorized capital stock consists of:

- 1,000,000,000 shares of common stock, par value $0.01 per share; and
- 100,000,000 shares of preferred stock, par value $0.01 per share, of which one share is designated as Series A Preferred Stock, or the Series A Share.

Common Stock

Voting Rights The holders of our common stock have a right to one vote per share on any matter to be voted upon by stockholders. Our certificate of incorporation and bylaws do not provide for cumulative voting in connection with the election of directors and, accordingly, holders of more than 50% of the shares voting may elect all of the directors. The holders of a majority of the outstanding shares of stock entitled to vote on a matter at the meeting, present in person or represented by proxy, shall constitute a quorum at all meetings of stockholders for the transaction of business.

Dividends The holders of our common stock have a right to dividends if, as, and when declared by our Board of Directors, or the Board, from funds legally available therefor, subject to certain contractual limitations on our ability to declare and pay dividends.

Other Rights As long as funds managed by The Energy & Minerals Group and its affiliated funds, which we refer to, collectively, as the EMG Group, beneficially own in the aggregate at least 10% of the outstanding shares of our common stock, unless Coronado Group LLC, which is currently owned by the EMG Group, (or its successors or permitted assigns) agrees otherwise, we must first offer any issuance of equity securities to Coronado Group LLC in respect of its pro rata shares and we must source any equity securities to be allocated under a share incentive plan from the market rather than by an issuance.

Upon any voluntary or involuntary liquidation, dissolution, or winding up of our affairs, the holders of our common stock may share ratably in all assets remaining after payment of creditors and subject to prior distribution rights of our preferred stock, if any.

Except as otherwise required, the holders of our common stock may not vote on any amendment or alteration of our certificate of incorporation that alters, amends or changes the powers, preferences, rights or other terms of one or more outstanding series of preferred stock if the holders of such affected series are entitled to vote thereon pursuant to our certificate of incorporation.

Listing We intend to apply to list our common stock on the New York Stock Exchange under the symbol "CRN" prior to issuing common stock under this registration statement.

CDIs

Our common stock is publicly traded on the ASX under the ticker "CRN" in the form of CDIs. CDIs are units of beneficial ownership in shares of our common stock held by CHESS Depositary Nominees Pty Limited, or CDN, a subsidiary of ASX Limited, the company that operates the ASX.

In order for shares of our common stock in the form of CDIs to trade electronically on the ASX, we participate in the electronic transfer system known as the Clearing House Electronic Subregister System, or CHESS, operated by ASX Settlement Pty Limited, or ASX Settlement. ASX Settlement provides settlement services for ASX markets to assist participants and issuers in understanding the operation of the rules and procedures governing settlement facilities. The ASX Settlement Operating Rules form part of the overall listing and market rules with which we are required to comply as an entity listed on the ASX.

CHESS is an electronic system that manages the settlement of transactions executed on the ASX and facilitates the paperless transfer of legal title to ASX quoted securities. CHESS cannot be used directly for the transfer of securities of companies domiciled in certain jurisdictions outside of Australia, such as the United States. Accordingly, to enable shares of our common stock to be cleared and settled electronically through CHESS, we have issued and will continue to issue depositary interests called CDIs.

A holder of CDIs who does not wish to have their trades settled in CDIs may request that their CDIs be converted into shares of common stock, in which case legal title to the shares of common stock will be transferred to the holder of CDIs.

Rights Attaching to CDIs

A summary of the rights of CDI holders is set out below. Further information about CDIs is available from the ASX, any Australian licensed stockbroker or our transfer agent and registrar for CDIs.

Ratio

Each CDI represents an interest in one-tenth of a share of our common stock.

Voting

If holders of CDIs wish to attend and vote at our general meetings, they will be able to do so. Under the ASX Listing Rules, as an issuer of CDIs, we must allow CDI holders to attend any meeting of the holders of shares of common stock unless relevant U.S. law at the time of the meeting prevents CDI holders from attending those meetings.

In order to vote at such meetings, CDI holders have the following options:

- instructing CDN, as the legal owner of the CDIs, to vote the shares of common stock underlying their CDIs in a particular manner. A voting instruction form will be sent to CDI holders with the notice of meeting or proxy statement for the meeting and must be completed and returned to the our transfer agent prior to the meeting. CDN will be bound by these voting instructions. However, if no voting instructions are provided, CDN will be unable to vote those shares of common stock;
- informing us that they wish to nominate themselves or another person to be appointed as CDN's proxy for the purposes of attending and voting at the general meeting; or
- converting their CDIs into a holding of shares of common stock and voting these at the meeting. However, if thereafter the former CDI holder wishes to sell their investment on the ASX, it

would be necessary to convert the shares of common stock back to CDIs. In order to vote in person, the conversion must be completed prior to the record date for the meeting.

As holders of CDIs will not appear on our stock register as the legal holders of the shares of common stock, they will not be entitled to vote at our stockholder meetings unless one of the above steps is undertaken.

Proxy forms, CDI voting instruction forms and details of these alternatives will be included in each notice of meeting we send to CDI holders.

Conversion

CDI holders who wish to convert their ASX-listed CDIs to shares of common stock can do so by instructing our transfer agent either:

- directly in the case of CDIs on the issuer sponsored sub-register operated by us. CDI holders will be provided with a form entitled "Removal Form" for completion and return to our transfer agent; or
- through their "sponsoring participant" (usually their broker) in the case of CDIs which are sponsored on the CHESS sub-register. In this case, the sponsoring broker will arrange for completion of the relevant form and its return to our transfer agent.

Our transfer agent will then arrange for the shares of common stock to be transferred from CDN into the name of that holder and a new share certificate will be issued. This will cause the shares of common stock to be registered in the name of the holder on our stock register and trading on ASX will no longer be possible.

If holders of the shares of common stock wish to convert their holdings to CDIs, they can do so by contacting our transfer agent. Our transfer agent will not charge an individual security holder or us a fee for transferring CDI holdings into shares of common stock (although a fee may be payable by brokers). It is expected that this process will be completed within 24 hours, provided that the transfer agent is in receipt of a duly completed and valid removal request form. However, no guarantee can be given about the time for this conversion to take place. If the shares of common stock are listed on a U.S. securities exchange in the future, a fee may be payable for entering the shares of common stock into the DTC or DRS system.

Communication with CDI Holders

CDI holders will receive all notices and company announcements (such as annual reports) that stockholders are entitled to receive from us.

Dividends

The CDIs entitle holders to dividends, if any, and other rights economically equivalent to shares of common stock on a 10-for-1 basis.

Despite legal title to the shares of common stock being vested in CDN, the ASX Settlement Rules provide that CDI holders are to receive all direct economic benefits and other rights in relation to the underlying shares of common stock (such as the right to receive the same dividends and other rights which holders of shares of common stock may participate in).

Takeovers

If a takeover bid is made for the shares of common stock of which CDN is the registered holder, under the ASX Settlement Rules, CDN must not accept the offer made under the takeover bid except to the extent that acceptance is authorized by the relevant CDI holder.

If a takeover bid is made for CDIs directly, a holder of CDIs may accept the offer either by:

- instructing its sponsoring participant to accept the offer on its behalf; or
- completing an acceptance and transfer form and returning it to the bidder.

Rights on Liquidation or Winding Up

In the event of our liquidation, dissolution or winding up, a CDI holder will be entitled to the same economic benefit on their CDIs as stockholders.

Fees

A CDI holder will not incur any additional fees or charges as a result of holding CDIs rather than shares of common stock; however, your broker may charge you fees to convert shares of our common stock to CDIs and to convert CDIs to shares of our common stock.

Registers

We must ensure that at all times the total number of CDIs on the issuer sponsored sub-register of CDIs and CHESS sub-register of CDIs reconciles with the number of shares of common stock registered in the name of CDN on the stock register. We must make available for inspection the stock register and the CDI register as if that register were a register of securities of an Australian listed public company. We will operate three registers: (i) a certificated register of shares of common stock, (ii) an uncertificated issuer sponsored sub-register of CDIs, and (iii) an uncertificated CHESS sub-register of CDIs. The certificated register will be the register of legal title.

Transfer

Unless permitted by law, the ASX Listing Rules or the ASX Settlement Rules, we must not and CDN must not refuse nor fail to register, nor give effect to, nor otherwise interfere with the processing and registration of a transfer of CDIs. Any obligation to transfer a quantity of shares of common stock shall be made by initiating a transfer of the corresponding quantity of CDIs in respect of the shares of common stock.

Further Information

For further information in relation to CDIs and the matters referred to above, please refer to Section 13 of the ASX Settlement Operating Rules filed as Exhibit 99.1 to this registration statement or contact our transfer agent. The transfer agent and registrar for our CDIs (known in Australia as a "securities registry") is Computershare Investor Services Pty Limited. You can contact our transfer agent at the following address:

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

Preferred Stock

The Board has authority, subject to limitations prescribed by Delaware law, to issue preferred stock in one or more series, to establish from time to time the number of shares to be included in each series, and to fix the designation, powers, preferences, and rights of the shares of each series and any of its qualifications, limitations, or restrictions, in each case without further vote or action by our stockholders. The Board may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of our common stock.

Unless otherwise provided, no holder of our preferred stock may vote on any amendment or alteration of our certificate of incorporation to authorize, create, or increase the authorized amount of, any other series of preferred stock or alter, amend or repeal any provision of any other series of preferred stock that does not adversely affect in any material respect the rights of the series of preferred stock held by such holder.

Subject to the rights of the holders of any series of preferred stock, the affirmative vote of the holders of a majority of the outstanding shares of such class or series, voting together as a single class, may increase or decrease (but not below the number of shares thereof then outstanding) the number of authorized shares of any class or series of preferred stock, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware, or the DGCL, or any corresponding provision hereafter enacted.

Unless otherwise provided, no holder of any share of preferred stock may bring a derivative action, suit or proceeding on our behalf.

The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could delay, defer or prevent a change in our control and might adversely affect the market price of our common stock and the voting and other rights of the holders of our common stock.

Series A Preferred Stock

The Series A Share is owned by Coronado Group LLC. Ownership of the Series A Share provides Coronado Group LLC with Board designation rights tied to the level of the aggregate beneficial ownership of shares of our common stock (including shares of common stock underlying CDIs). The Series A Share has a liquidation preference of $1.00.

Pursuant to the Stockholder's Agreement, for so long as Coronado Group LLC has the right to nominate and elect directors as a holder of the Series A Share and any such director has been elected, the EMG Group has the right to designate one of the directors nominated by Coronado Group LLC to be included in the membership of any Board committee, except to the extent that such membership would violate applicable securities laws or stock exchange or stock market rules.

As long as the EMG Group beneficially owns in the aggregate at least 5% of the outstanding shares of our common stock, Coronado Group LLC (or its successors or permitted assigns) has the right to have one non-voting observer receive all materials for and attend all meetings of the Board and any committees thereof. Further, we have agreed to indemnify such observer to the same extent we do our directors.

The Series A Share shall be redeemed to the fullest extent permitted by law (at a price of $1.00) by us if, at any time, the EMG Group no longer beneficially owns, in the aggregate, 10% or more of our outstanding shares of common stock.

The Series A Share does not entitle Coronado Group LLC or its permitted transferees to any dividends as a result of holding such Series A Share, and the Series A Share may not be transferred

except to an EMG Group entity. The number of Series A Shares may not be increased or decreased without the approval of:

- both a majority of the directors appointed by the EMG Group (if any) and a majority of directors elected by other means; and
- Coronado Group LLC, as holder of the Series A Share, voting as a separate class.

For as long as the EMG Group beneficially owns in the aggregate at least a majority of the outstanding shares of our common stock, subject to ASX Listing Rules, any action required or permitted to be taken at any annual or special meeting of our stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, is signed by the holders of outstanding shares of our common stock representing the minimum number of votes that would be necessary to authorize the taking of such action at a meeting.

For as long as the EMG Group beneficially owns in the aggregate at least 25% of the outstanding shares of our common stock, we require Coronado Group LLC's consent prior to taking certain corporate actions, including the following:

- amending or restating our certificate of incorporation or bylaws;
- issuing any equity securities or equity securities convertible into or exercisable or exchangeable for any of our equity securities;
- merging or consolidating with any other entity, transferring all or substantially all of our assets, or entering into a transaction or series of transactions that would lead to any person acquiring more than 50% of our capital stock;
- terminating the employment of our Chief Executive Officer or hiring a new Chief Executive Officer;
- initiating a voluntary liquidation, dissolution, receivership, bankruptcy or other insolvency proceeding involving us;
- declaring or making payment of any dividend, except in accordance with our dividend policy;
- adopting an annual business plan that would result in changes to our performance over the planned annual production;
- repurchasing shares, subject to certain exceptions; and
- entering into any joint venture or similar business alliance where the aggregate consideration is in excess of $50 million or relating to a business other than Met coal or thermal coal.

For as long as the EMG Group beneficially owns in the aggregate at least 5% of the outstanding shares of our common stock, Coronado Group LLC (or its successors or permitted assigns) has certain information rights with respect to our books and records and prior to certain significant corporate actions.

Stockholder's Agreement

On September 24, 2018, we entered into a Stockholder's Agreement with Coronado Group LLC, which we refer to as the Stockholder's Agreement, which governs the relationship between the EMG Group and us while the EMG Group beneficially owns in the aggregate at least 50% of our outstanding shares of common stock (including shares of common stock underlying CDIs). Pursuant to the Stockholder's Agreement, we will provide the EMG Group with financial and other information, and we will cooperate with and have assistance from the EMG Group in connection with any financing or refinancing we undertake. While the EMG Group beneficially owns in the aggregate at least 10% of

our outstanding shares of common stock, any issuances of equity securities must have been offered to Coronado Group LLC in respect of its pro rata shares. Additionally, for as long as the EMG Group beneficially owns in the aggregate at least 25% of the outstanding shares of our common stock, Coronado Group LLC will have consent rights to certain actions, including, but not limited to, amending or restating our bylaws or certificate of incorporation, issuing any equity securities, or terminating the employment of the Chief Executive Officer or hiring a new Chief Executive Officer. Under the Stockholder's Agreement, the EMG Group has certain rights regarding the Board.

Registration Rights and Sell-Down Agreement

On September 24, 2018, we entered into a Registration Rights and Sell-Down Agreement with Coronado Group LLC, which we refer to as the Registration Rights and Sell-Down Agreement, which governs Coronado Group LLC's ability to require us to register shares of our common stock under the Securities Act of 1933, or the Securities Act, and to assist Coronado Group LLC in selling some or all of its shares of common stock (including in the form of CDIs).

Coronado Group LLC has the right, by delivering written notice, or a Demand Notice, to require us to register the requested number of registerable securities under the Securities Act, or a Demand Registration, provided that an individual stockholder may not deliver more than one Demand Notice within 180 calendar days.

We may postpone a Demand Registration (but not more than twice in any 12-month period), for a reasonable period not to exceed 90 days, provided that the Chief Executive Officer and Chief Financial Officer provide a signed certification that they reasonably expect such registration and offering to materially adversely affect or materially interfere with any bona fide material financing, or any material transaction under consideration, or require disclosure of nonpublic information, which could materially adversely affect us.

Except with respect to a Demand Registration, if we propose to file a registration statement under the Securities Act, we will give prompt notice of such filing within ten days prior to the filing date, or a Piggyback Notice, to all of the holders of registerable securities. The Piggyback Notice shall offer such holders the opportunity to include in such registration statement the number of registerable securities as each holder may request.

Coronado Group LLC may sell some or all of its shares of common stock without triggering registration rights under the terms of the Registration Rights and Sell-Down Agreement.

Anti-takeover Effects of Certain Provisions of Our Certificate of Incorporation and Bylaws

Provisions of our certificate of incorporation and bylaws and Delaware law may make it more difficult to effect a change in control of us. The existence of some provisions in our certificate of incorporation and bylaws and of Delaware law could delay or prevent a change in control, even if that change would be beneficial to our stockholders. Our certificate of incorporation and bylaws contain provisions that may make acquiring control over us difficult, including the following provisions:

- giving the Board the ability to issue, from time to time, one or more series of preferred stock and, with respect to each such series, to fix the terms thereof by resolution;
- empowering only the Board to fill any vacancy (other than in respect of a director nominated by Coronado Group LLC), whether such vacancy occurs as a result of an increase in the number of directors or otherwise;
- amending the authorized number of directors by resolution passed by less than a majority of directors then in office;

- requiring stockholders to hold at least a majority of shares of our common stock in the aggregate to request special meetings (other than a special meeting for the purpose of removing a director, which shall require stockholders to hold at least 5% of the shares of our common stock in the aggregate to request);
- prohibiting stockholders from acting by written consent after such time that the EMG Group no longer beneficially owns in the aggregate shares representing at least a majority of the voting power of all shares of capital stock generally entitled to vote for the election of directors other than any directors nominated by Coronado Group LLC;
- requiring approval of certain amendments to our certificate of incorporation and bylaws by at least two-thirds of the then outstanding common stock, effective after such time that the EMG Group no longer beneficially owns in the aggregate shares representing at least a majority of our common stock;
- providing that the doctrine of "corporate opportunity" will not apply to the EMG Group, any non-employee directors or their respective affiliates;
- setting forth advance notice procedures for stockholders to nominate directors and proposals for consideration at meetings of stockholders; and
- restricting the forum for certain litigation against us to Delaware.

We have elected not to be governed by Section 203 of the DGCL (or any successor provision thereto), or Section 203, until immediately following the time at which the EMG Group no longer beneficially owns in the aggregate common stock representing at least 10% of the then outstanding common stock, in which case we shall thereafter be governed by Section 203 if and for so long as Section 203 by its terms would apply to us. Section 203 provides that an interested stockholder (along with its affiliates and associates)—i.e., a stockholder that has purchased greater than 15%, but less than 85%, of a company's outstanding voting stock (with some exclusions)—may not engage in a business combination transaction with the company for a period of three years after buying more than 15% of a company's stock unless certain criteria are met or certain other corporate actions are taken by the company.

These provisions also could discourage proxy contests and make it more difficult for our stockholders to elect directors other than candidates nominated by the Board and take other corporate actions. As a result, these provisions could make it more difficult for a third party to acquire us, even if doing so would benefit our stockholders, which may also limit the price that investors are willing to pay in the future for CDIs.

Additionally, we have designated a series of preferred stock as Series A Preferred Stock, consisting of one share, which contains various protections. See "—Preferred Stock—Series A Preferred Stock" above for details of the special rights and protections of the holder of the Series A Share.

Choice of Forum

Unless we consent in writing to the selection of an alternative forum, a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware) will be, to the extent permitted by law, the sole and exclusive forum for any derivative action or proceeding brought on our behalf; any action or proceeding asserting a claim of breach of a fiduciary duty owed by any director or officer or other employee or agent of the Company to the Company or the Company's stockholders or debtholders; any action or proceeding asserting a claim against the Company or any director or officer or other employee or agent of the Company arising pursuant to any provision of the DGCL or our certificate of incorporation or bylaws; or any action asserting a claim against the Company or any director or officer or other employee of the Company governed by the internal affairs doctrine or other "internal corporate claims" as defined in Section 115 of the DGCL. The choice of forum provision does not apply to any actions arising under the Securities Act or the Exchange Act.

Description of Depositary Shares

General

We may offer depositary shares representing fractional shares of our preferred stock of any series. The following description sets forth certain general terms and provisions of the depositary shares that we may offer pursuant to this prospectus. The particular terms of the depositary shares, including the fraction of a preferred share that such depositary share will represent, and the extent, if any, to which the general terms and provisions may apply to the depositary shares so offered, will be described in the applicable prospectus supplement.

The shares of preferred stock represented by depositary shares will be deposited under a depositary agreement between us and a bank or trust company that meets certain requirements and is selected by us, which we refer to as the bank depositary. Each owner of a depositary share will be entitled to all the rights and preferences of the shares of preferred stock represented by the depositary share. The depositary shares will be evidenced by depositary receipts issued pursuant to the depositary agreement. Depositary receipts will be distributed to those persons purchasing the fractional shares of preferred stock in accordance with the terms of the offering. The deposit agreement will also contain provisions relating to the manner in which any subscription or similar rights we offer to holders of the preferred stock will be made available to the holders of depositary shares.

The following description is a general summary of some common provisions of a depositary agreement and the related depositary receipts. The description below and in any prospectus supplement does not include all of the terms of the depositary agreement and the related depositary receipts. Copies of the form of depositary agreement and the depositary receipts relating to any particular issue of depositary shares will be filed with the SEC each time we issue depositary shares, and you should read those documents for provisions that may be important to you. For more information on how you can obtain copies of the forms of the depositary agreement and the related depositary receipts, see "Where You Can Find More Information."

Dividends and Other Distributions

If we pay a cash distribution or dividend on a series of preferred stock represented by depositary shares, the bank depositary will distribute these dividends to the record holders of these depositary shares. If the distributions are in property other than cash, the bank depositary will distribute the property to the record holders of the depositary shares. However, if the bank depositary determines that it is not feasible to make the distribution of property, the bank depositary may, with our approval, sell this property and distribute the net proceeds from this sale to the record holders of the depositary shares.

Redemption of Depositary Shares

If we redeem a series of preferred stock represented by depositary shares, the bank depositary will redeem the depositary shares from the proceeds received by the bank depositary in connection with the redemption. The redemption price per depositary share will equal the applicable fraction of the redemption price per share of the preferred stock. If fewer than all the depositary shares are redeemed, the depositary shares to be redeemed will be selected by lot or pro rata as the bank depositary may determine.

Voting the Preferred Stock

Upon receipt of notice of any meeting at which the holders of the preferred stock represented by depositary shares are entitled to vote, the bank depositary will mail the notice to the record holders of the depositary shares relating to the preferred stock. Each record holder of these depositary shares on

the record date (which will be the same date as the record date for the preferred stock) may instruct the bank depositary as to how to vote the preferred stock represented by this holder's depositary shares. The bank depositary will endeavor, insofar as practicable, to vote the amount of the preferred stock represented by such depositary shares in accordance with these instructions, and we will take all action which the bank depositary deems necessary in order to enable the bank depositary to do so. The bank depositary will abstain from voting shares of the preferred stock to the extent it does not receive specific instructions from the holders of depositary shares representing this preferred stock.

Amendment and Termination of the Depositary Agreement

The form of depositary receipt evidencing the depositary shares and any provision of the depositary agreement may be amended by agreement between the bank depositary and us. However, any amendment that materially and adversely alters the rights of the holders of depositary shares will not be effective unless this amendment has been approved by the holders of at least a majority of the depositary shares then outstanding. The depositary agreement may be terminated by the bank depositary or us only if:

- all outstanding depositary shares have been redeemed; or
- there has been a final distribution in respect of the preferred stock in connection with any liquidation, dissolution or winding up of the Company and this distribution has been distributed to the holders of depositary receipts.

Charges of Bank Depositary

We will pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangements. We will pay charges of the bank depositary in connection with the initial deposit of the preferred stock and any redemption of the preferred stock. Holders of depositary receipts will pay other transfer and other taxes and governmental charges and any other charges, including a fee for the withdrawal of shares of preferred stock upon surrender of depositary receipts, as are expressly provided in the depositary agreement to be for their accounts.

Withdrawal of Preferred Stock

Except as may be provided otherwise in the applicable prospectus supplement, upon surrender of depositary receipts at the principal office of the bank depositary, subject to the terms of the depositary agreement, the owner of the depositary shares may demand delivery of the number of whole shares of preferred stock and all money and other property, if any, represented by those depositary shares. Fractional shares of preferred stock will not be issued. If the depositary receipts delivered by the holder evidence a number of depositary shares in excess of the number of depositary shares representing the number of whole shares of preferred stock to be withdrawn, the bank depositary will deliver to this holder at the same time a new depositary receipt evidencing the excess number of depositary shares. Holders of preferred stock thus withdrawn may not thereafter deposit those shares under the depositary agreement or receive depositary receipts evidencing depositary shares therefor.

Miscellaneous

The bank depositary will forward to holders of depositary receipts all reports and communications from us that are delivered to the bank depositary and that we are required to furnish to the holders of preferred stock.

Neither the bank depositary nor we will be liable if we are prevented or delayed by law or any circumstance beyond our control in performing our obligations under the depositary agreement. The obligations of the bank depositary and us under the depositary agreement will be limited to

performance in good faith of our duties thereunder, and we will not be obligated to prosecute or defend any legal proceeding in respect of any depositary shares or shares of preferred stock unless satisfactory indemnity is furnished. We may rely upon written advice of counsel or accountants, or upon information provided by persons presenting shares of preferred stock for deposit, holders of depositary receipts or other persons believed to be competent and on documents believed to be genuine.

Resignation and Removal of Bank Depositary

The bank depositary may resign at any time by delivering to us notice of its election to do so, and we may at any time remove the bank depositary. Any such resignation or removal will take effect upon the appointment of a successor bank depositary and the successor's acceptance of this appointment. The successor bank depositary must be appointed within 60 days after delivery of the notice of resignation or removal and must be a bank or trust company meeting the requirements of the depositary agreement.

Description of Warrants

General

We may issue warrants for the purchase of common stock, CDIs, preferred stock, depositary shares or debt securities. The following description sets forth certain general terms and provisions of the warrants that we may offer pursuant to this prospectus. The particular terms of the warrants and the extent, if any, to which the general terms and provisions may apply to the warrants so offered will be described in the applicable prospectus supplement.

Warrants may be issued independently or together with other securities and may be attached to or separate from any offered securities. Each series of warrants will be issued under a separate warrant agreement to be entered into between us and a bank or trust company, as warrant agent. The warrant agent will act solely as our agent in connection with the warrants and will not have any obligation or relationship of agency or trust for or with any holders or beneficial owners of warrants.

A copy of the forms of the warrant agreement and the warrant certificate relating to any particular issue of warrants will be filed with the SEC each time we issue warrants, and you should read those documents for provisions that may be important to you. For more information on how you can obtain copies of the forms of the warrant agreement and the related warrant certificate, see "Where You Can Find More Information."

Debt Warrants

The prospectus supplement relating to a particular issue of warrants to issue debt securities will describe the terms of those warrants, including the following:

- the title of the warrants;
- the offering price for the warrants, if any;
- the aggregate number of the warrants;
- the designation and terms of the debt securities purchasable upon exercise of the warrants;
- if applicable, the designation and terms of the debt securities that the warrants are issued with and the number of warrants issued with each debt security;
- if applicable, the date from and after which the warrants and any debt securities issued with them will be separately transferable;

- the principal amount of debt securities that may be purchased upon exercise of a warrant and the price at which the debt securities may be purchased upon exercise;
- the dates on which the right to exercise the warrants will commence and expire;
- if applicable, the minimum or maximum amount of the warrants that may be exercised at any one time;
- whether the warrants represented by the warrant certificates or debt securities that may be issued upon exercise of the warrants will be issued in registered or bearer form;
- information relating to book-entry procedures, if any;
- the currency or currency units in which the offering price, if any, and the exercise price are payable;
- if applicable, a discussion of material United States federal income tax considerations;
- anti-dilution provisions of the warrants, if any;
- redemption or call provisions, if any, applicable to the warrants;
- any additional terms of the warrants, including terms, procedures and limitations relating to the exchange and exercise of the warrants; and
- any other information we think is important about the warrants.

Stock Warrants

The prospectus supplement relating to a particular issue of warrants to issue common stock, CDIs, preferred stock or depositary shares will describe the terms of the common equity stock warrants and preferred equity stock warrants, including the following:

- the title of the warrants;
- the offering price for the warrants, if any;
- the aggregate number of the warrants;
- the designation and terms of the common stock, CDIs, preferred stock or depositary shares that may be purchased upon exercise of the warrants;
- if applicable, the designation and terms of the securities that the warrants are issued with and the number of warrants issued with each security;
- if applicable, the date from and after which the warrants and any securities issued with the warrants will be separately transferable;
- the number of shares of common stock, CDIs, preferred stock or depositary shares that may be purchased upon exercise of a warrant and the price at which the shares or interests may be purchased upon exercise;
- the dates on which the right to exercise the warrants commence and expire;
- if applicable, the minimum or maximum amount of the warrants that may be exercised at any one time;
- the currency or currency units in which the offering price, if any, and the exercise price are payable;
- if applicable, a discussion of material United States federal income tax considerations;
- if applicable, a discussion of material Australian tax considerations;

- anti-dilution provisions of the warrants, if any;
- redemption or call provisions, if any, applicable to the warrants;
- any additional terms of the warrants, including terms, procedures and limitations relating to the exchange and exercise of the warrants; and
- any other information we think is important about the warrants.

Exercise of Warrants

Each warrant will entitle the holder of the warrant to purchase at the exercise price set forth in the applicable prospectus supplement the number of shares of common stock, CDIs, shares of preferred stock or depositary shares or the principal amount of debt securities being offered. Holders may exercise warrants at any time up to the close of business on the expiration date set forth in the applicable prospectus supplement. After the close of business on the expiration date, unexercised warrants are void. Holders may exercise warrants as set forth in the prospectus supplement relating to the warrants being offered.

Until a holder exercises the warrants to purchase our common stock, CDIs, preferred stock, depositary shares or debt securities, the holder will not have any rights as a holder of our common stock, CDIs, preferred stock, depositary shares or debt securities, as the case may be, by virtue of ownership of warrants.

Description of Subscription Rights

We may issue to our shareholders subscription rights to purchase our common stock, CDIs, preferred stock, depositary shares or debt securities. The following description sets forth certain general terms and provisions of the subscription rights that we may offer pursuant to this prospectus. The particular terms of the subscription rights and the extent, if any, to which the general terms and provisions may apply to the subscription rights so offered will be described in the applicable prospectus supplement.

Subscription rights may be issued independently or together with any other security offered by this prospectus and may or may not be transferable by the shareholder receiving the rights in the rights offering. In connection with any rights offering, we may enter into a standby underwriting agreement with one or more underwriters pursuant to which the underwriter will purchase any securities that remain unsubscribed for upon completion of the rights offering, or offer these securities to other parties who are not our shareholders. A copy of the form of subscription rights certificate will be filed with the SEC each time we issue subscription rights, and you should read that document for provisions that may be important to you. For more information on how you can obtain a copy of any subscription rights certificate, see "Where You Can Find More Information."

The applicable prospectus supplement relating to any subscription rights will describe the terms of the offered subscription rights, including, where applicable, the following:

- the exercise price for the subscription rights;
- the number of subscription rights issued to each shareholder;
- the extent to which the subscription rights are transferable;
- any other terms of the subscription rights, including terms, procedures and limitations relating to the exchange and exercise of the subscription rights;
- the date on which the right to exercise the subscription rights will commence and the date on which the right will expire;

- the extent to which the subscription rights include an over-subscription privilege with respect to unsubscribed securities
- the material terms of any standby underwriting arrangement entered into by us in connection with the subscription rights offering; and
- any other information we think is important about the subscription rights.

Description of Debt Securities

The following description sets forth certain general terms and provisions of the debt securities that we may issue, which may be issued as convertible or exchangeable debt securities. We will set forth the particular terms of the debt securities we offer in a prospectus supplement and the extent, if any, to which the following general terms and provisions will apply to particular debt securities.

The debt securities will be issued under an indenture to be entered into between us and a trustee to be named in a prospectus supplement. The indenture, and any supplemental indentures thereto, will be subject to, and governed by, the Trust Indenture Act of 1939, as amended. The following description of general terms and provisions relating to the debt securities and the indenture under which the debt securities will be issued is a summary only and therefore is not complete and is subject to, and qualified in its entirety by reference to, the terms and provisions of the indenture. The form of the indenture has been filed with the SEC as an exhibit to the registration statement, of which this prospectus forms a part, and you should read the indenture for provisions that may be important to you. For more information on how you can obtain a copy of the form of the indenture, see "Where You Can Find More Information."

Capitalized terms used in this section and not defined herein have the meanings specified in the indenture. When we refer to "we," "our" and "us" in this section, we mean Coronado Global Resources Inc. excluding, unless the context otherwise requires or as otherwise expressly stated, its subsidiaries.

General

Unless otherwise specified in a prospectus supplement, the debt securities will be our direct, unsecured obligations and will rank equally with all of our existing and future senior unsecured indebtedness senior in right of payment to all of our subordinated indebtedness.

The indenture will not limit the aggregate principal amount of debt securities that may be issued under it and will provide that debt securities may be issued under it from time to time in one or more series. We may specify a maximum aggregate principal amount for the debt securities of any series.

Unless otherwise specified in the applicable prospectus supplement, the indenture will not afford the holders of the debt securities the right to require us to repurchase or redeem the debt securities in the event of a highly-leveraged transaction.

We will not be obligated to issue all debt securities of one series at the same time and, unless otherwise provided in the applicable prospectus supplement, we may reopen a series, without the consent of the holders of the outstanding debt securities of that series, for the issuance of additional debt securities of that series. Additional debt securities of a particular series will have the same terms and conditions as outstanding debt securities of such series, except for the issue date and, in some cases, the public offering price and the first interest payment date, and will be consolidated with, and form a single series with, such outstanding debt securities; provided, however, that if such additional debt securities are not fungible with the outstanding debt securities of such series for U.S. federal income tax purposes, the additional debt securities will have a separate CUSIP number.

We will set forth in a prospectus supplement relating to any debt securities being offered, the aggregate principal amount and the following terms of the debt securities, if applicable:

- the title of the series of debt securities;
- the price or prices (expressed as a percentage of the principal amount) at which the debt securities will be issued;
- any limit on the aggregate principal amount of the series of debt securities;
- whether the debt securities will be senior debt securities or subordinated debt securities, and if they are subordinated debt securities, the terms of the subordination;
- the date or dates on which the principal on the series of debt securities is payable;
- the rate or rates (which may be fixed or variable) per annum or the method used to determine such rate or rates (including any commodity, commodity index, stock exchange index or financial index) at which the series of debt securities will bear interest, if any, the date or dates from which such interest, if any, will accrue, the date or dates on which such interest, if any, will commence and be payable and any regular record date for the interest payable on any interest payment date;
- the right, if any to extend the interest periods and the duration of that extension;
- the place or places where the principal of, and premium and interest, if any, on, the debt securities will be payable;
- the terms and conditions upon which the debt securities may be redeemed;
- any obligation we may have to redeem or purchase the debt securities pursuant to any sinking fund or analogous provisions or at the option of a holder of the debt securities;
- the dates on which and the price or prices at which we will repurchase the debt securities at the option of the holders of the debt securities and other detailed terms and provisions of such repurchase obligations;
- the denominations in which the debt securities will be issued, if other than denominations of $2,000 and integral multiples of $1,000 in excess thereof;
- whether the debt securities will be issued in the form of certificated debt securities or global debt securities;
- the portion of principal amount of the debt securities payable upon declaration of acceleration of the maturity date, if other than the principal amount;
- the designation of the currency, currencies or currency units in which payment of principal of, premium and interest, if any, on the debt securities will be made if other than U.S. dollars;
- any provisions relating to any security provided for the debt securities;
- any addition to or change in the events of default described in this prospectus or in the indenture and any change in the acceleration provisions described in this prospectus or in the indenture with respect to the debt securities;
- any addition to or change in the covenants described in this prospectus or in the indenture with respect to the debt securities;
- any other terms of the debt securities (which may supplement, modify or delete any provision of the indenture as it applies to such debt securities);

- any depositaries, interest rate calculation agents, exchange rate calculation agents or other agents with respect to the series of debt securities, if other than appointed in the indenture; and
- any provisions relating to conversion of the debt securities.

The foregoing is not intended to be an exclusive list of the terms that may be applicable to any offered debt securities.

In addition, the indenture will not limit our ability to issue convertible, exchangeable or subordinated debt securities. Any conversion, exchange or subordination provisions of debt securities will be described in the relevant prospectus supplement. Such terms may include provisions for conversion or exchange, either mandatory, at the option of the holder or at our option, in which case the number of shares of common stock or other securities to be received by the holders of debt securities would be calculated as of a time and in the manner stated in the prospectus supplement.

We may issue debt securities that provide for an amount less than their stated principal amount to be due and payable upon declaration of acceleration of their maturity pursuant to the terms of the indenture. We will provide you with information on the U.S. federal income tax considerations and other special considerations applicable to any of these debt securities in the applicable prospectus supplement.

If we denominate the purchase price of any of the debt securities in a foreign currency or currencies or a foreign currency unit or units, or if the principal of and any premium and interest on any series of debt securities is payable in a foreign currency or currencies or a foreign currency unit or units, we will provide you with information on the restrictions, elections, general tax considerations, specific terms and other information with respect to that issue of debt securities and such foreign currency or currencies or foreign currency unit or units in the applicable prospectus supplement.

Exchange and Transfer

Debt securities may be transferred or exchanged at the office of the registrar or co-registrar designated by us.

We will not impose a service charge for any transfer or exchange, but we may require holders to pay any tax or other governmental charges associated with any transfer or exchange.

In the event of any redemption of debt securities of any series, we will not be required to:

- issue, register the transfer of or exchange, any debt security of that series during a period beginning at the opening of 15 business days before the day of sending of a notice of redemption and ending at the close of business on the day such notice is sent; or
- register the transfer of or, exchange any, debt security of that series selected, called or being called for redemption, in whole or in part, except the unredeemed portion of any series being redeemed in part.

We may initially appoint the trustee as the registrar. Any transfer agent, in addition to the registrar initially designated by us, will be named in the prospectus supplement. We may designate additional transfer agents or change transfer agents or change the office of the transfer agent. However, we will be required to maintain a transfer agent in each place of payment for the debt securities of each series.

Global Securities

The debt securities of any series may be represented, in whole or in part, by one or more global securities. Each global security will:

- be registered in the name of a depositary that we will identify in a prospectus supplement;

- be deposited with the trustee as custodian for the depositary or its nominee; and
- bear any required legends.

No global security may be exchanged in whole or in part for debt securities registered in the name of any person other than the depositary or any nominee unless:

- the depositary has notified us that it is unwilling or unable to continue as depositary or has ceased to be qualified to act as depositary, and in either case we fail to appoint a successor depositary registered as a clearing agency under the Exchange Act within 90 days of such event;
- we execute and deliver to the trustee an officer's certificate to the effect that such global securities shall be so exchangeable; or
- an event of default with respect to the debt securities represented by such global securities shall have occurred and be continuing.

As long as the depositary, or its nominee, is the registered owner of a global security, the depositary or nominee will be considered the sole owner and holder of the debt securities represented by the global security for all purposes under the indenture. Except in the above limited circumstances, owners of beneficial interests in a global security:

- will not be entitled to have the debt securities registered in their names;
- will not be entitled to physical delivery of certificated debt securities; and
- will not be considered to be holders of those debt securities under the indenture.

Payments on a global security will be made to the depositary or its nominee as the holder of the global security. Some jurisdictions have laws that require that certain purchasers of securities take physical delivery of such securities in definitive form. These laws may impair the ability to transfer beneficial interests in a global security.

Institutions that have accounts with the depositary or its nominee are referred to as "participants." Ownership of beneficial interests in a global security will be limited to participants and to persons that may hold beneficial interests through participants. The depositary will credit, on its book-entry registration and transfer system, the respective principal amounts of debt securities represented by the global security to the accounts of its participants. Each person owning a beneficial interest in a global security must rely on the procedures of the depositary (and, if such person is not a participant, on procedures of the participant through which such person owns its interest) to exercise any rights of a holder under the indenture.

Ownership of beneficial interests in a global security will be shown on and effected through records maintained by the depositary, with respect to participants' interests, or by any participant, with respect to interests of persons held by participants on their behalf. Payments, transfers and exchanges relating to beneficial interests in a global security will be subject to policies and procedures of the depositary. The depositary policies and procedures may change from time to time. Neither we nor the trustee will have any responsibility or liability for the depositary's acts or omissions or any participant's records with respect to beneficial interests in a global security.

Payment and Paying Agent

The provisions of this subsection will apply to the debt securities unless otherwise indicated in the prospectus supplement. Payment of interest on a debt security on any interest payment date will be made to the person in whose name the debt security is registered at the close of business on the regular record date. Payment on debt securities of a particular series will be payable at the office of a

paying agent or paying agents designated by us. However, at our option, we may pay interest by mailing a check to the record holder.

We may also name any other paying agents in the prospectus supplement. We may designate additional paying agents, change paying agents or change the office of any paying agent. However, we will be required to maintain a paying agent in each place of payment for the debt securities of a particular series.

Subject to any applicable abandoned property law, all moneys paid by us to a paying agent for payment on any debt security that remain unclaimed at the end of two years after such payment was due will be repaid to us. Thereafter, the holder may look only to us for such payment.

Consolidation, Merger and Sale of Assets

Except as otherwise set forth in the applicable prospectus supplement, we may not merge or consolidate with or into any other person, in a transaction in which we are not the surviving corporation, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of the properties and assets of us and our subsidiaries, taken as a whole, to any person, unless:

- the successor or transferee is a U.S. corporation, limited liability company, partnership, trust or other entity;
- the successor or transferee assumes our obligations on the debt securities and under the indenture pursuant to a supplemental indenture in form reasonably satisfactory to the trustee;
- immediately after giving effect to the transaction and treating our obligations in connection with or as a result of such transaction as having been incurred as of the time of such transaction, no default or event of default under the indenture shall have occurred and be continuing; and
- an officer's certificate and an opinion of counsel have been delivered to the trustee in connection with the foregoing.

In the event of the above transaction, if there is a successor or transferee, then the successor or transferee will expressly assume all of our obligations under the indenture and automatically be substituted for us in the indenture and as issuer of the debt securities and may exercise every right and power of ours under the indenture with the same effect as if such successor or transferee had been named in our place in the indenture; provided, however, that the predecessor company will not be relieved of the obligation to pay principal and interest on the debt securities except in the case of a sale of all of the assets of us and our subsidiaries.

Events of Default

Event of default means, with respect to any series of debt securities, any of the following:

- default in the payment of any interest on any debt security of that series when it becomes due and payable, and continuance of that default for a period of 30 days;
- default in the payment of principal of, or premium on, any debt security of that series when due and payable;
- failure on our part to comply with the covenant described under "—Consolidation, Merger and Sale of Assets";
- default in the performance or breach of any other covenant or warranty by us in the indenture or any supplemental indenture with respect to such series (other than a covenant or warranty that has been included in the indenture or supplemental indenture solely for the benefit of a series of debt securities other than that series), which default continues uncured for a period of

90 days after (1) we receive written notice from the trustee or (2) we and the trustee receive written notice from the holders of not less than 25% in aggregate principal amount of the outstanding debt securities of that series as provided in the indenture;

- certain events of bankruptcy, insolvency or reorganization of our company or our significant subsidiaries; and
- any other event of default provided with respect to debt securities of that series that is described in the applicable prospectus supplement.

We will promptly deliver to the trustee written notice of any event which with the giving of notice and the lapse of time would become a covenant event of default, or any other event of default provided with respect to debt securities of that series that is described in the applicable prospectus supplement, along with a description of the status and what action we are taking or propose to take with respect to such event of default.

No event of default with respect to a particular series of debt securities (except as to certain events of bankruptcy, insolvency or reorganization) necessarily constitutes an event of default with respect to any other series of debt securities. The occurrence of an event of default may constitute an event of default under our bank credit agreements in existence from time to time. In addition, the occurrence of certain events of default or an acceleration under the indenture may constitute an event of default under certain of our other indebtedness outstanding from time to time.

If an event of default (other than an event of default resulting from certain events of bankruptcy, insolvency or reorganization of our company) with respect to debt securities of any series at the time outstanding occurs and is continuing, then the trustee or the holders of not less than 25% in aggregate principal amount of the outstanding debt securities of that series may, by a notice in writing to us (and to the trustee if given by the holders), declare to be due and payable immediately the principal (or, if the debt securities of that series are discount securities, that portion of the principal amount as may be specified in the terms of that series) of, and accrued and unpaid interest, if any, on all debt securities of that series. In the case of an event of default resulting from certain events of bankruptcy, insolvency or reorganization of our company, the principal (or such specified amount) of and accrued and unpaid interest, if any, on all outstanding debt securities will become and be immediately due and payable without any declaration or other act on the part of the trustee or any holder of outstanding debt securities. At any time after a declaration of acceleration with respect to debt securities of any series has been made, the holders of a majority in aggregate principal amount of the outstanding debt securities of that series may rescind and annul the acceleration if the rescission and annulment would not conflict with any judgment or decree already rendered and if all events of default with respect to that series, other than the non-payment of principal and interest, if any, with respect to debt securities of that series that has become due and payable solely because of the acceleration, have been cured or waived and all sums paid or advanced by the trustee and the reasonable compensation, expenses and disbursements of the trustee and its agents and counsel have been paid as provided in the indenture.

The indenture will provide that the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request of any holder of outstanding debt securities, unless the trustee receives security or indemnity satisfactory to the trustee against any loss, liability or expense. Subject to certain rights of the trustee, the holders of a majority in principal amount of the outstanding debt securities of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to the debt securities of that series.

No holder of any debt security of any series will have any right to institute any proceeding, judicial or otherwise, with respect to the indenture or for the appointment of a receiver or trustee, or for any remedy under the indenture, unless:

- that holder has previously given to the trustee written notice of a continuing event of default with respect to debt securities of that series; and
- the holders of at least 25% in aggregate principal amount of the outstanding debt securities of that series have made written request, and offered security or indemnity satisfactory to the trustee, to institute the proceeding as trustee, and the trustee has not received from the holders of a majority in aggregate principal amount of the outstanding debt securities of that series a direction inconsistent with that request and has failed to institute the proceeding within 60 days.

Notwithstanding the foregoing, the holder of any debt security will have an absolute and unconditional right to receive payment of the principal of, and premium and any interest on, that debt security on or after the due dates expressed in that debt security and to institute suit for the enforcement of such payment.

The indenture will require us, within 120 days after the end of our fiscal year, to furnish to the trustee a statement as to compliance with the indenture. The indenture will provide that the trustee may withhold notice to the holders of debt securities of any series of any default or event of default (except in payment on any debt securities of that series) with respect to debt securities of that series if it in good faith determines that withholding notice is in the interest of the holders of those debt securities.

Modification and Waiver

We may amend or modify the indenture without the consent of any holder of debt securities of the series affected by the modifications or amendments in order to:

- cure any ambiguity, defect or inconsistency;
- conform the text of the indenture, including any supplemental indenture, or the debt securities to any corresponding provision of this "Description of Debt Securities" or description of the debt securities found in the prospectus supplement as evidenced by an officer's certificate;
- provide for the issuance of additional debt securities;
- provide for the assumption of our obligations in the case of a merger or consolidation and our discharge upon such assumption provided that the provision under "Consolidation, Merger and Sale of Assets" of the indenture is complied with;
- add covenants or make any change that would provide any additional rights or benefits to the holders of the debt securities;
- add guarantees with respect to the debt securities;
- provide for uncertificated debt securities in addition to or in place of certificated debt securities;
- secure the debt securities;
- add or appoint a successor or separate trustee;
- make any change that does not adversely affect the rights of any holder of debt securities in any material respect, as evidenced by an officer's certificate; or
- obtain or maintain the qualification of the indenture under the Trust Indenture Act of 1939, as amended.

Other amendments and modifications of the indenture or the debt securities issued may be made with the consent of the holders of at least a majority of the aggregate principal amount of the outstanding debt securities of the affected series, and our compliance with any provision of the indenture with respect to the debt securities may be waived by written notice to the trustee by the holders of a majority of the aggregate principal amount of the outstanding debt securities of the affected series. However, no modification or amendment may, without the consent of the holder of each outstanding debt security of the affected series:

- reduce the principal amount, any premium or change the stated maturity of any debt security or alter or waive any of the provisions with respect to the redemption or repurchase of the debt securities;
- change the place of payment or currency in which principal, any premium or interest is paid;
- impair the right to institute suit for the enforcement of any payment on the debt securities;
- waive a payment default with respect to the debt securities;
- reduce the interest rate or extend the time for payment of interest on the debt securities;
- make any change to the amendment and modification provisions in the indenture; or
- reduce the percentage in principal amount outstanding of debt securities, the consent of the holders of which is required for any of the foregoing modifications or otherwise necessary to modify, supplement or amend the indenture or to waive any past default.

Except for certain specified provisions, the holders of at least a majority in principal amount of the outstanding debt securities of an affected series may, on behalf of the holders of all debt securities of such series, waive our compliance with provisions of the indenture. Prior to the acceleration of the maturity of the debt securities of any series pursuant to the terms of the indenture, the holders of a majority in aggregate principal amount of the outstanding debt securities of such series may, on behalf of the holders of all the debt securities of such series, waive any past default under the indenture with respect to such debt securities and its consequences, except (i) a default with respect to such series in the payment of the principal of, or premium or any interest on, the debt securities of such series or (ii) a default or event of default in respect of a covenant or provision that cannot be modified or amended without the consent of all of the holders of the outstanding debt securities of the affected series.

Defeasance of Debt Securities and Certain Covenants in Certain Circumstances

Legal Defeasance. The indenture will provide that, in certain circumstances, we may be discharged from any and all obligations in respect of the debt securities of any series (except for certain obligations to register the transfer or exchange of debt securities, to replace stolen, lost or mutilated debt securities, and to maintain paying agencies and certain provisions relating to the treatment of funds held by paying agents). We will be so discharged upon the deposit with the trustee, in trust, of money and/or U.S. government obligations in such amounts as will be sufficient, without consideration of any reinvestment of interest, in the written opinion of a nationally recognized firm of independent public accountants, a nationally recognized investment bank or a nationally recognized appraisal firm to pay and discharge each installment of principal, premium and interest in accordance with the terms of the indenture and the debt securities of that series.

This discharge may occur only if, among other things, we have delivered to the trustee an opinion of counsel stating that we have received from, or there has been published by, the United States Internal Revenue Service a ruling or, since the date of execution of the indenture, there has been a change in the applicable U.S. federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the beneficial owners of the debt securities of the applicable

series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of the deposit, defeasance and discharge and will be subject to U.S. federal income tax on the same amounts and in the same manner and at the same times as would have been the case if the deposit, defeasance and discharge had not occurred.

Defeasance of Certain Covenants. The indenture will provide that, upon compliance with certain conditions, we may be released from our obligation to comply with certain covenants set forth in the indenture and any supplemental indenture, and any failure to comply with those covenants will not constitute a default or an event of default with respect to the debt securities of the applicable series, or covenant defeasance. If we exercise our covenant defeasance option with respect to a series of debt securities, payment of such debt securities may not be accelerated because of an event of default related to certain events of bankruptcy, insolvency or reorganization of our significant subsidiaries.

The conditions include:

- depositing with the trustee money and/or U.S. government obligations in such amounts as will be sufficient, without consideration of any reinvestment of interest, in the written opinion of a nationally recognized firm of independent public accountants, a nationally recognized investment bank or a nationally recognized appraisal firm to pay and discharge each installment of principal of, premium and interest in accordance with the terms of the indenture and the debt securities of the applicable series; and
- delivering to the trustee an opinion of counsel to the effect that the beneficial owners of the debt securities of the applicable series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of the deposit and related covenant defeasance and will be subject to U.S. federal income tax on the same amounts and in the same manner and at the same times as would have been the case if the deposit and related covenant defeasance had not occurred.

Governing Law

The indenture and the debt securities will be governed by, and construed in accordance with, the internal laws of the State of New York.

Description of Units

We may issue units comprising one or more securities described in this prospectus in any combination. The following description sets forth certain general terms and provisions of the units that we may offer pursuant to this prospectus. The particular terms of the units and the extent, if any, to which the general terms and provisions may apply to the units so offered will be described in the applicable prospectus supplement.

Each unit will be issued so that the holder of the unit also is the holder of each security included in the unit. Thus, the unit will have the rights and obligations of a holder of each included security. Units will be issued pursuant to the terms of a unit agreement, which may provide that the securities included in the unit may not be held or transferred separately at any time or at any time before a specified date. A copy of the forms of the unit agreement and the unit certificate relating to any particular issue of units will be filed with the SEC each time we issue units, and you should read those documents for provisions that may be important to you. For more information on how you can obtain copies of the forms of the unit agreement and the related unit certificate, see "Where You Can Find More Information."

The prospectus supplement relating to any particular issuance of units will describe the terms of those units, including, to the extent applicable, the following:

- the designation and terms of the units and the securities comprising the units, including whether and under what circumstances those securities may be held or transferred separately;
- any provision for the issuance, payment, settlement, transfer or exchange of the units or of the securities comprising the units; and
- whether the units will be issued in fully registered or global form.

Selling Stockholder

This prospectus also relates to the possible resale by Coronado Group LLC of up to 77,308,103 shares of our common stock that were issued and outstanding prior to the original date of filing of the registration statement of which this prospectus forms a part. When we refer to the "selling stockholder" in this prospectus, we mean Coronado Group LLC, as well as its donees, pledgees, assignees, transferees, distributees and other successors in interest.

Prior to a corporate reorganization in August 2018, or the Reorganization Transaction, Coronado Group HoldCo LLC, a Delaware limited liability company and the holding company of our Australian Operations, was a wholly-owned subsidiary of Coronado Group LLC. In connection with the Reorganization Transaction, (i) Coronado Group HoldCo LLC was converted into Coronado Global Resources Inc., a Delaware corporation, in August 2018 and (ii) Coronado Group LLC contributed all of the equity ownership in our U.S. Operations to Coronado Coal Corporation, a wholly-owned subsidiary of Coronado Global Resources Inc. Immediately following the Reorganization Transaction, Coronado Global Resources Inc. remained a wholly-owned subsidiary of Coronado Group LLC, which is currently owned by the EMG Group and certain members of our management.

On October 23, 2018, we completed an initial public offering on the ASX, which we refer to as the Australian IPO, pursuant to which the Company issued and sold the equivalent of 16,651,692 shares of common stock in the form of CDIs and the EMG Group, through Coronado Group LLC, sold the equivalent of 2,691,896.4 shares of common stock in the form of CDIs. In addition, Coronado Group LLC holds the Series A Share, which is the only share of preferred stock issued and outstanding. For more information regarding the Series A Share, see "Description of Capital Stock—Preferred Stock—Series A Preferred Stock" above.

On September 24, 2018, we entered into the Stockholder's Agreement and the Registration Rights and Sell-Down Agreement with Coronado Group LLC. For more information regarding the Stockholder's Agreement and the Registration Rights and Sell-Down Agreement, see "Description of Capital Stock" above.

Also on September 24, 2018, we entered into a Relationship Deed with Coronado Group LLC and the EMG Group, or the Relationship Deed. Pursuant to the Relationship Deed, we agreed to indemnify Coronado Group LLC for liabilities related to certain guarantees made or arranged by Coronado Group LLC and its affiliates in support of Company obligations in past transactions by the Company, liabilities incurred by any person appointed by Coronado Group LLC as an observer to the Board under the Stockholder's Agreement, and liabilities incurred by certain affiliates of the EMG Group under a New South Wales-law governed bank guarantee facility. Under the Relationship Deed, we and Coronado Group LLC also agreed to indemnify one another in relation to certain matters in connection with the Australian IPO. Further, under the Relationship Deed, we agreed to reimburse Coronado Group LLC for reasonable costs of and incidental to the Australian IPO and travel costs for attending meetings of the Board for any person appointed by Coronado Group LLC as an observer to the Board under the Stockholder's Agreement.

On September 14, 2020, we completed a follow-on equity offering that included (a) an underwritten placement to institutional investors and other selected investors and (b) a pro rata non-renounceable entitlement offer to eligible existing Coronado CDI holders, which we refer to, collectively, as the Australian Follow-on Offering, pursuant to which the Company issued and sold an aggregate of 41,736,198 shares of common stock in the form of CDIs. The selling stockholder did not participate in the Australian Follow-on Offering.

Following the Australian Follow-on Offering, the selling stockholder owns approximately 55.9% of the issued and outstanding shares of our common stock. The remaining 44.1% is owned by members of our management and public investors in the form of CDIs traded on the ASX.

Except as noted in this section entitled "Selling Stockholder" or disclosed under the headings entitled "Executive Officers and Corporate Governance," "Executive Compensation—Director Compensation," "Security Ownership of Certain Beneficial Owners and Management" or "Certain Relationships and Related Person Transactions" in our Proxy Statement for our 2020 Annual Meeting of Shareholders, which is incorporated by reference herein from our Annual Report on Form 10-K for the fiscal year ended December 31, 2019, no selling stockholder has had, within the past three years, any position, office, or material relationship with us or any of our predecessors or affiliates. To our knowledge, the selling stockholder is not a broker-dealer registered under Section 15 of the Exchange Act or an affiliate of a broker-dealer registered under Section 15 of the Exchange Act.

The table below details the number of shares of common stock held by the selling stockholder and the number of shares that may be offered by the selling stockholder for resale under this prospectus. The information regarding shares beneficially owned after this offering assumes the sale of all shares offered for resale by the selling stockholder under this prospectus and that all such sales will be made to parties unaffiliated with the selling stockholder. The selling stockholder may sell all, some or none of its securities in future offerings under this prospectus. Beneficial ownership is determined in accordance with the rules of the SEC. The selling stockholder's percentage of ownership in the following table is based upon 138,387,890 shares of common stock outstanding as of October 16, 2020.

	Prior to the Offering			After the Offering	
Name of Selling Stockholder	Number of Shares of Common Stock Beneficially Owned	Percent of Shares of Common Stock Outstanding	Number of Shares of Common Stock Being Registered for Resale	Number of Shares of Common Stock Beneficially Owned	Percent of Shares of Common Stock Outstanding
Coronado Group LLC(1)	77,308,103.6	55.9%	77,308,103	0.6	*

* Indicates less than 1%.

(1) Reflects 77,308,103.6 shares of common stock held by Coronado Group LLC. EMG CC HC, LLC, EMG Coronado II HC, LLC, EMG Coronado IV Holdings LLC and EMG Coronado Strategic LP, each of which is affiliated with The Energy & Minerals Group, collectively hold approximately 99 percent of the outstanding units of Coronado Group LLC. Voting and investment decisions with respect to these shares require the vote of a majority of the board of managers of Coronado Group LLC, which is currently comprised of Garold Spindler, Laura Tyson and John G. Calvert. As such, no individual member of the board of managers is deemed to be the beneficial owner of the shares of common stock held by Coronado Group LLC. The address for Coronado Group LLC is The Energy & Minerals Group, 2229 San Felipe, Suite 1300, Houston, Texas 77019.

Plan of Distribution

We or the selling stockholder may sell the offered securities in and outside the United States:

- through underwriters or dealers;
- directly to purchasers;
- in a rights offering;
- in "at the market" offerings, within the meaning of Rule 415(a)(4) of the Securities Act, to or through a market maker or into an existing trading market on an exchange or otherwise;
- through agents; or
- through a combination of any of these methods.

The prospectus supplement will include the following information:

- the terms of the offering;
- the names of any underwriters or agents;
- the name or names of any managing underwriter or underwriters;
- the purchase price or initial public offering price of the securities;
- the net proceeds from the sale of the securities;
- any delayed delivery arrangements;
- any underwriting discounts, commissions and other items constituting underwriters' compensation;
- any discounts or concessions allowed or reallowed or paid to dealers; and
- any commissions paid to agents.

The selling stockholder may act independently of us in making decisions with respect to the timing, manner and size of each of its sales. The selling stockholder may, from time to time, sell any or all of its shares of common stock covered hereby in one or more transactions on the ASX (in the form of CDIs) or on any other stock exchange, market or trading facility on which the shares may be traded from time to time, or in private transactions.

Sale through Underwriters or Dealers

If underwriters are used in the sale, the underwriters will acquire the securities for their own account. The underwriters may resell the securities from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. Underwriters may offer securities to the public either through underwriting syndicates represented by one or more managing underwriters or directly by one or more firms acting as underwriters. Unless we inform you otherwise in the prospectus supplement, the obligations of the underwriters to purchase the securities will be subject to certain conditions, and the underwriters will be obligated to purchase all the offered securities if they purchase any of them. The underwriters may change from time to time any initial public offering price and any discounts or concessions allowed or reallowed or paid to dealers.

If we offer securities in a subscription rights offering to our existing security holders, we may enter into a standby underwriting agreement with dealers, acting as standby underwriters. We may pay the standby underwriters a commitment fee for the securities they commit to purchase on a standby basis.

If we do not enter into a standby underwriting agreement, we may retain a dealer-manager to manage a subscription rights offering for us.

During and after an offering through underwriters, the underwriters may purchase and sell the securities in the open market. These transactions may include overallotment and stabilizing transactions and purchases to cover syndicate short positions created in connection with the offering. The underwriters may also impose a penalty bid, which means that selling concessions allowed to syndicate members or other broker-dealers for the offered securities sold for their account may be reclaimed by the syndicate if the offered securities are repurchased by the syndicate in stabilizing or covering transactions. These activities may stabilize, maintain or otherwise affect the market price of the offered securities, which may be higher than the price that might otherwise prevail in the open market. If commenced, the underwriters may discontinue these activities at any time.

Some or all of the securities that we offer though this prospectus may be new issues of securities with no established trading market. Any underwriters to whom we sell our securities for public offering and sale may make a market in those securities, but they will not be obligated to do so and they may discontinue any market making at any time without notice. Accordingly, we cannot assure you of the liquidity of, or continued trading markets for, any securities that we offer.

If dealers are used in the sale of securities, we or the selling stockholder will sell the securities to them as principals. They may then resell those securities to the public at varying prices determined by the dealers at the time of resale. We will include in the prospectus supplement the names of the dealers and the terms of the transaction.

Direct Sales and Sales through Agents

We or the selling stockholder may sell the securities directly. In this case, no underwriters or agents would be involved. In addition, any shares of common stock that qualify for sale by the selling stockholder pursuant to Rule 144 under the Securities Act may be sold under Rule 144 rather than pursuant to this prospectus. We or the selling stockholder may also sell the securities through agents designated from time to time at fixed prices or at varying prices determined at the time of sale. In the prospectus supplement, we will name any agent involved in the offer or sale of the offered securities, and we will describe any commissions payable to the agent. Unless we inform you otherwise in the prospectus supplement, any agent will agree to use its reasonable best efforts to solicit purchases for the period of its appointment.

We or the selling stockholder may sell the securities directly to institutional investors or others who may be deemed to be underwriters within the meaning of the Securities Act with respect to any sale of those securities. We will describe the terms of any sales of these securities in the prospectus supplement.

Remarketing Arrangements

Offered securities may also be offered and sold, if so indicated in the applicable prospectus supplement, in connection with a remarketing upon their purchase, in accordance with a redemption or repayment pursuant to their terms, or otherwise, by one or more remarketing firms, acting as principals for their own accounts or as agents for us or the selling stockholder. Any remarketing firm will be identified and the terms of its agreements, if any, with us or the selling stockholder and its compensation will be described in the applicable prospectus supplement.

Delayed Delivery Contracts

If we so indicate in the prospectus supplement, we or the selling stockholder may authorize agents, underwriters or dealers to solicit offers from certain types of institutions to purchase securities from us

at the public offering price under delayed delivery contracts. These contracts would provide for payment and delivery on a specified date in the future. The contracts would be subject only to those conditions described in the prospectus supplement. The prospectus supplement will describe the commission payable for solicitation of those contracts.

General Information

We or the selling stockholder may have agreements with the agents, dealers, underwriters and remarketing firms to indemnify them against certain civil liabilities, including liabilities under the Securities Act, or to contribute with respect to payments that the agents, dealers, underwriters or remarketing firms may be required to make. Agents, dealers, underwriters and remarketing firms may be customers of, engage in transactions with or perform services for us or the selling stockholder in the ordinary course of their businesses.

Legal Matters

Jones Day will pass upon the validity of the securities being offered hereby.

Experts

The consolidated financial statements of Coronado Global Resources Inc. as of December 31, 2019 and 2018, and for each of the years in the three-year period ended December 31, 2019, have been incorporated by reference herein in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing. The audit report refers to a change in the method for accounting for leases as of January 1, 2019.

With respect to the unaudited financial information of Coronado Global Resources Inc. as of and for the three months ended March 31, 2020 and as of and for the three and six months ended June 30, 2020, incorporated by reference herein, Ernst & Young, in their reports dated May 8, 2020 and August 10, 2020 included in Coronado Global Resources Inc.'s Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2020 and June 30, 2020, respectively, incorporated by reference herein, stated that they have applied limited procedures in accordance with standards of the Public Company Accounting Oversight Board (United States) for a review of such information and that they did not audit and they do not express an opinion on such unaudited financial information. Accordingly, the degree of reliance on their reports with respect to such unaudited financial information should be restricted in light of the limited nature of the review procedures applied. Ernst & Young is not subject to the liability provisions of Section 11 of the Securities Act for their reports on such unaudited financial information because neither of those reports is a "report" or a "part" of the registration statement of which this prospectus forms a part prepared or certified by Ernst & Young within the meaning of Sections 7 and 11 of the Securities Act.

The information incorporated by reference herein relating to the estimates of the proven and probable coal reserves at each of the U.S. Operations' mining properties was prepared by Marshall Miller & Associates, Inc., an independent engineering firm and has been incorporated by reference herein in reliance upon the authority of this firm as an expert in those matters.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The following are the estimated expenses of the issuance and distribution of the securities being registered. All of the items below, except for the registration fee, are estimates.

Securities and Exchange Commission registration fee	$104,867.27
Trustee's fees and expenses	*
Transfer agent and registrar fees	*
Printing expenses	*
Accountant's fees and expenses	*
Legal fees and expenses	*
Miscellaneous	*
Total	$ *

* Estimated expenses are presently not known and cannot be estimated.

Except as described below, the Registrant will bear all of the expenses in connection with the issuance and distribution of the securities being registered hereby, including with regard to compliance with state securities or "blue sky" laws (including fees and disbursements of counsel for underwriters in connection with "blue sky" qualifications) and the fees and disbursements of one counsel for the selling stockholder. The selling stockholder will bear the fees and disbursements of any additional counsel that it retains, underwriter's fees (including discounts, commissions or fees of underwriters, selling brokers, dealer managers or similar securities industry professionals) relating to the distribution of its securities being registered hereby, and certain of the selling stockholder's other expenses.

Item 15. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware, or the DGCL, provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with specified actions, suits, and proceedings, other than a derivative action by or in the right of the corporation, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification extends only to expenses, including attorneys' fees, actually and reasonably incurred in connection with the defense or settlement of such action and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's certificate of incorporation, bylaws, disinterested director vote, stockholder vote, agreement, or otherwise.

The Registrant's amended and restated certificate of incorporation limits the liability of the Registrant's directors for monetary damages for a breach of fiduciary duty as a director to the fullest extent permitted by the DGCL. Consequently, the Registrant's directors are not personally liable to the Registrant or its stockholders for monetary damages for any breach of fiduciary duties as directors, except liability for: (i) any breach of their duty of loyalty to the Registrant or its stockholders; (ii) any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law; (iii) unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the DGCL; or (iv) any transaction from which they derived an improper personal

benefit. In addition, the Registrant's amended and restated bylaws provide that it (i) will indemnify any person made, or threatened to be made, a party to any action, suit, or proceeding by reason of the fact that he or she is or was one of the Registrant's directors or officers or, while a director or officer, is or was serving at the Registrant's request as a director, officer, employee, or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, or other enterprise and (ii) must advance expenses paid or incurred by a director, or that such director determines are reasonably likely to be paid or incurred by him or her, in advance of the final disposition of any action, suit, or proceeding upon request by him or her.

Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission, or claim that occurred or arose prior to that amendment or repeal. If the DGCL is amended to provide for further limitations on the personal liability of directors of corporations, then the personal liability of the Registrant's directors will be further limited to the greatest extent permitted by the DGCL.

The Registrant has entered into Agreements of Indemnity, Insurance and Access, or the Director Agreements, with its directors, executive officers, and certain other officers and agents pursuant to which they are provided indemnification rights that are broader than the specific indemnification provisions contained in the DGCL. These Director Agreements generally require the Registrant, among other things, to indemnify its directors, executive officers, and certain other officers and agents against liabilities that may arise by reason of their status or service. These Director Agreements also require the Registrant to advance all expenses incurred by the directors, executive officers, and certain other officers, and agents in investigating or defending any such action, suit, or proceeding. The Registrant believes that these agreements are necessary to attract and retain qualified individuals to serve on its behalf.

The limitation of liability and indemnification provisions that are included in the Registrant's amended and restated certificate of incorporation, amended and restated bylaws, and the Director Agreements that the Registrant enters into with its directors, executive officers, and certain other officers, and agents may discourage stockholders from bringing a lawsuit against the Registrant's directors and officers for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against the Registrant's directors and officers, even though an action, if successful, might benefit the Registrant and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that the Registrant pays the costs of settlement and damage awards against directors and officers as required by these indemnification provisions. At present, the Registrant is not aware of any pending litigation or proceeding involving any person who is or was one of its directors, executive officers, and certain other officers and agents or is or was serving at the Registrant's request as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, for which indemnification is sought, and the Registrant is not aware of any threatened litigation that may result in claims for indemnification.

The Registrant has obtained insurance policies under which, subject to the limitations of the policies, coverage is provided to its directors and executive officers against loss arising from claims made for breach of fiduciary duty or other wrongful acts as a director or executive officer and to the Registrant with respect to payments that may be made by the Registrant to these directors and executive officers pursuant to the Registrant's indemnification obligations or otherwise as a matter of law. The Registrant has entered into additional and enhanced insurance arrangements to provide coverage to its directors and executive officers against loss arising from claims relating to public securities matters.

Certain of the Registrant's non-employee directors may, through their relationships with their employers, be insured and/or indemnified against certain liabilities incurred in their capacity as members of the Registrant's Board of Directors.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the Registrant pursuant to the foregoing provisions, the Registrant has been informed that, in the opinion of the Commission, such indemnification is against public policy as expressed in the Securities Act of 1933 and is therefore unenforceable.

Item 16. Exhibits.

The following documents are exhibits to the registration statement:

Exhibit Number	Description
1.1*	Form of Underwriting Agreement.
4.1	Amended and Restated Certificate of Incorporation of Coronado Global Resources Inc. (incorporated herein by reference to Exhibit 3.1 to Amendment No. 2 to the Registrant's Registration Statement on Form 10-12G filed April 29, 2019).
4.2	Amended and Restated By-Laws of Coronado Global Resources Inc. (incorporated herein by reference to Exhibit 3.2 to Amendment No. 2 to the Registrant's Registration Statement on Form 10-12G filed April 29, 2019).
4.3	Stockholder's Agreement, dated as of September 24, 2018, by and between Coronado Global Resources Inc. and Coronado Group LLC (incorporated herein by reference to Exhibit 4.1 to Amendment No. 2 to the Registrant's Registration Statement on Form 10-12G filed April 29, 2019).
4.4	Registration Rights and Sell-Down Agreement, dated as of September 24, 2018, by and between Coronado Global Resources Inc. and Coronado Group LLC (incorporated herein by reference to Exhibit 4.2 to Amendment No. 2 to the Registrant's Registration Statement on Form 10-12G filed April 29, 2019).
4.5†	Form of Debt Securities Indenture.
4.6*	Form of Debt Securities.
4.7*	Preferred Stock Certificate of Amendment.
4.8*	Form of Warrant Agreement.
4.9*	Form of Warrant Certificate.
4.10*	Form of Depositary Agreement.
4.11*	Form of Depositary Receipt.
4.12*	Form of Subscription Rights Certificate.
4.13*	Form of Unit Agreement.
4.14*	Form of Unit Certificate.
5.1†	Opinion of Jones Day.
15.1	Letter of Ernst & Young.
23.1	Consent of KPMG LLP.
23.2	Consent of Jones Day (included in Exhibit 5.1 to this Registration Statement).
23.3†	Consent of Marshall Miller & Associates, Inc.
24.1†	Power of Attorney.

Exhibit Number	Description
25.1**	Form T-1 Statement of Eligibility under Trust Indenture Act of 1939 of Trustee under Debt Securities Indenture.
99.1	Section 13 of the ASX Settlement Rules.

* To be filed either by amendment or as an exhibit to a report filed under the Securities Exchange Act of 1934, and incorporated herein by reference.

** To be filed in accordance with the requirements of Section 305(b)(2) of the Trust Indenture Act of 1939.

† Previously filed.

Item 17. Undertakings.

The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, *however*, that the undertakings set forth in paragraphs (1)(i), (1)(ii) and (1)(iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of this registration statement.

2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

5. That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act of 1939 in accordance with the rules and regulations prescribed by the Securities and Exchange Commission under Section 305(b)(2) of the Trust Indenture Act of 1939.

Signatures

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Beckley, State of West Virginia, on October 20, 2020.

CORONADO GLOBAL RESOURCES INC.

By: /s/ RICHARD ROSE
Richard Rose
Vice President, Chief Legal Officer and Secretary

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signatures	Title	Date
* Garold Spindler	Managing Director and Chief Executive Officer (Principal Executive Officer)	October 20, 2020
/s/ GERHARD ZIEMS Gerhard Ziems	Group Chief Financial Officer (Principal Financial and Accounting Officer)	October 20, 2020
* William Koeck	Director	October 20, 2020
* Philip Christensen	Director	October 20, 2020
* Sir Michael Davis	Director	October 20, 2020
* Greg Pritchard	Director	October 20, 2020
* Ernie Thrasher	Director	October 20, 2020

Signatures	Title	Date
*		
Laura Tyson	Director	October 20, 2020

* The undersigned, by signing his name hereto, does hereby sign this registration statement on behalf of each of the above-indicated directors or officers of the registrant pursuant to powers of attorney executed by such directors or officers.

By: /s/ RICHARD ROSE

Richard Rose
Attorney-in-Fact

Exhibit 15.1

Coronado Global Resources Inc.
Level 33, Central Plaza One
345 Queen Street
Brisbane, Queensland, Australia 4000

To the Board of Directors and Stockholders of Coronado Global Resources Inc.

We are aware of the incorporation by reference in this Registration Statement on Form S-3 of Coronado Global Resources Inc. (the "Company") for the registration of common stock, CHESS Depositary Interests, each representing 1/10th of a share of common stock, preferred stock, depositary shares, warrants, subscription rights and debt securities, as well as units that include any of these securities, of our reports dated May 8, 2020 and August 10, 2020 relating to the unaudited condensed consolidated interim financial statements of the Company that are included in its Form 10-Q for the quarterly periods ended March 31, 2020 and June 30, 2020, respectively.

Yours sincerely

/s/ Ernst & Young

Ernst & Young
Brisbane, Australia
October 20, 2020

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Coronado Global Resources Inc.:

We consent to the use of our report incorporated by reference herein and to the reference to our firm under the heading ‘Experts’ in the registration statement. Our audit report refers to a change in the method for accounting for leases as of January 1, 2019.

/s/ KPMG LLP

Richmond, Virginia
October 20, 2020

SECTION 13 DEPOSITARY INTERESTS IN CHESS

SECTION 13 DEPOSITARY INTERESTS IN CHESS

This Section 13 sets out the Rules governing CHESS Depositary Interests and Foreign Depositary Interests and modifies the operation of the Rules in a number of respects.

CHESS Depositary Interests are units of beneficial ownership in a Principal Financial Product, registered in the name of a Depositary Nominee. They include CUFS, DIs and Government Bond Depositary Interests. Foreign Depositary Interests comprise a beneficial interest in a Participating International Financial Product held by a Depositary Nominee.

13.1 APPLICATION OF CDI RULES

13.1.1 Effect of Rules 13.1 to 13.13

Rules 13.1 to 13.13 only apply to, and have effect in relation to, CDIs issued in respect of a class of Principal Financial Products.

The Rules, to the extent that they are not inconsistent with Rules 13.1 to 13.13, have full force and effect in relation to CDIs other than as specifically modified by the provisions of these Rules 13.1 to 13.13.

Introduced 11/03/04 Origin SCH 3A.1.1, 3A.1.2 Amended 06/06/05

13.2 PREREQUISITES FOR SETTLEMENT OF INSTRUCTIONS IN PRINCIPAL FINANCIAL PRODUCTS

13.2.1 Approval of person as Principal Issuer

A person who has applied for:

(a) a class of Principal Financial Products; or

(b) CDIs issued over a class of Principal Financial Products,

to be quoted on the market of an Approved Listing Market Operator may apply to ASX Settlement in the form prescribed in the Procedures to:

(c) act as Principal Issuer in relation to CDIs issued or to be issued in respect of those Principal Financial Products; and

(d) to have those CDIs approved.

Introduced 11/03/04 Origin SCH 3A.2.1 Amended 10/06/04, 06/06/05, 27/06/11

13.2.2 Appointment of Depositary Nominee and issue of CDIs

If ASX Settlement determines to accept an application under rule 13.2.1, the Principal Issuer must:

(a) appoint a Depositary Nominee for the purpose of complying with these Rules;

(b) give Notice to ASX Settlement of:

(i) the identity of the Depositary Nominee appointed by the Principal Issuer; and

(ii) the Transmutation Ratio for the Principal Financial Products;

(c) make arrangements satisfactory to ASX Settlement to enable the Principal Issuer to comply with the requirements of Rules 13.4.3 and 13.5; and

(d) make arrangements satisfactory to ASX Settlement to issue CDIs or make them available in respect of that class of Principal Financial Products to each person who has:

(i) an entitlement to those CDIs or Principal Financial Products; and

(ii) where applicable, not elected to take a document of Title to those Principal Financial Products.

Introduced 11/03/04 Origin SCH 3A.2.2 Amended 06/06/05, 21/05/13

13.2.3 Vesting arrangements for Principal Financial Products

If Rule 13.2.2 applies, the Principal Issuer must, either not later than End of Day on the Issue Date for the new Principal Financial Products, or such other time as ASX Settlement requires:

(a) cause the Title to any Principal Financial Products that are to be held in the form of CDIs to be vested in the Depositary Nominee nominated by the Principal Issuer under Rule 13.2.2, in a manner recognised by Australian law and all applicable foreign laws;

(b) immediately give Notice to ASX Settlement that Title to the Principal Financial Products has vested in the Depositary Nominee; and

(c) record:

(i) the CDIs corresponding to the Principal Financial Products on the CHESS Subregister or the Issuer Sponsored Subregister, as the case requires; and

(ii) the information required to be recorded under these Rules in such manner as to identify each Holder of the CDIs, whether on the CHESS Subregister or the Issuer Sponsored Subregister.

Introduced 11/03/04 Origin SCH 3A.2.3 Amended 06/06/05, 04/03/13

13.2.4 Effective date of approval – CDIs as Approved Financial Products

Where ASX Settlement determines to accept an application made under Rule 13.2.1, the Commencement Date for CDIs issued in respect of the class of Principal Financial Products will be the date that ASX Settlement notifies the Principal Issuer that those CDIs are Approved Financial Products, or such other date determined by ASX Settlement.

Introduced 06/06/05

13.2.5 CDIs as Approved Financial Products – transitional provision

From the date on which this rule 13.2.5 comes into effect, all CDIs issued by a Principal Issuer over a class of previously approved Principal Financial Products will be taken to be Approved Financial Products.

Introduced 06/06/05

13.3 TRANSMUTATION AND ALTERATIONS OF PRINCIPAL FINANCIAL PRODUCTS

13.3.1 Transmutation of Principal Financial Products to CDIs at Election of Holder

If a Holder of Financial Products that forms part of a class of Principal Financial Products in respect of which CDIs have been approved gives Notice to the Principal Issuer, at any time after the date of quotation of the Principal Financial Products, requesting the Transmutation of a quantity of those Principal Financial Products to CDIs, the Principal Issuer must, provided the Notice is accompanied by any corresponding documents of Title:

(a) as soon as possible, cause Title to the quantity of Principal Financial Products specified in the Notice to be vested in the Depositary Nominee for those Principal Financial Products;

(b) record:

(i) the CDIs corresponding to the Principal Financial Products on the CDI Register; and

(ii) the information required to be recorded under these Rules in such manner as to identify each Holder of the CDIs, on the CDI Register; and

(c) give Notice to the Holder that the Transmutation has been effected.

This rule 13.3 applies to Principal Financial Products that are Government Bonds only in the circumstances specified in the Procedures.

Introduced 11/03/04 Origin SCH 3A.3.1 Amended 06/06/05, 21/05/13

13.3.2 Transmutation of Principal Financial Products to CDIs for Settlement Purposes

Each Participant that is obliged to deliver a quantity of Principal Financial Products to another Participant must, unless otherwise agreed with that Participant, do so by

initiating a Message to Transfer the corresponding quantity of CDIs in respect of those Principal Financial Products.

A Participant must not deliver a paper-based transfer of Principal Financial Products to another Participant unless otherwise agreed with that other Participant.

Introduced 11/03/04 Origin SCH 3A.3.2, 3A.3.3

13.3.3 Participant may initiate a Transmutation on behalf of a person

A Participant that is authorised by a person to do so, may Transmute Principal Financial Products to CDIs or CDIs to Principal Financial Products on behalf of the person in any circumstance where Transmutation by that person is permitted under these Rules.

Introduced 11/03/04 Origin SCH 3A.3.4

13.4 CONSEQUENCES OF VESTING TITLE IN DEPOSITARY NOMINEE

13.4.1 Trust for Holders of CDIs

When Title to Principal Financial Products is vested in a Depositary Nominee under these Rules, all right, title and interest in those Principal Financial Products is held by the Depositary Nominee subject to the right of any person identified, in accordance with these Rules, as a Holder of CDIs in respect of those Principal Financial Products to receive all direct economic benefits and any other entitlements in relation to those Principal Financial Products.

Introduced 11/03/04 Origin SCH 3A.4.1 Amended 17/03/08

13.4.2 Identification of CDI Holders

For the purposes of Rule 13.4.1, a person is (subject to any subsequent disposition) entitled to all direct economic benefits and any other entitlements in relation to Principal Financial Products vested in a Depositary Nominee under these Rules if:

(a) in accordance with Rule 13.2.3, the Principal Issuer has recorded the person in the CDI Register as the holder of CDIs for those Principal Financial Products; or

(b) under Rule 13.3.1, the person is the former Holder of the Principal Financial Products to which the CDIs relate, or that person's nominee.

Introduced 11/03/04 Origin SCH 3A.4.2

13.4.3 Immobilisation of Principal Financial Products

A Depositary Nominee that holds Principal Financial Products under these Rules must:

(a)

(i) where a Certificate is issued as evidence of Title to those Financial Products, make arrangements satisfactory to ASX Settlement for any Certificate representing its holding of Principal Financial Products to be held by the Principal Issuer for safekeeping; or

(ii) where the Financial Products are held on account in an Approved Clearing House, ensure that a Segregated Account is maintained in respect of those Financial Products, which must constitute the Principal Register for the purposes of these Rules;

(b) not dispose of any of those Principal Financial Products unless authorised by these Rules; and

(c) not create any interest (including a security interest) which is inconsistent with the Title of the Depositary Nominee to the Principal Financial Products and the interests of the Holders of CDIs in respect of the Principal Financial Products unless authorised by these Rules.

Introduced 11/03/04 Origin SCH 3A.4.3

13.5 REGISTERS AND PROCESSING OF TRANSFERS AND TRANSMUTATIONS

13.5.1 Issuer to establish and maintain Principal Register and CDI Register

If CDIs in respect of a class of Principal Financial Products are approved, the Principal Issuer must establish and maintain:

(a) Where the Principal Issuer is a company:

(i) a Principal Register that properly records the interest of the Depositary Nominee in its Financial Products; and

(ii) a CDI Register that contains all of the information that would otherwise be required to be kept under the Corporations Act if the Principal Issuer were an Australian listed public company and the CDI Register were a register of members of that company; or

(b) Where the Principal Issuer is a Government Bond Issuer:

(i) a Principal Register; and

(ii) a CDI Register.

Introduced 11/03/04 Origin SCH 3A.5.1, 3A.5.2 Amended 06/06/05, 21/05/13, 05/12/19

13.5.2 Reconciliation of Registers

The Principal Issuer must ensure, at all times that:

(a) the total number of CDIs on the CDI Register reconciles to the total number of Principal Financial Products registered in the name of the Depositary Nominee on the Principal Register, or as otherwise specified in the Procedures; and

(b) where applicable, it has one or more Certificates registered in the name of the Depositary Nominee in its possession which represent the same number of Principal Financial Products as are registered in the name of the Depositary Nominee on the Principal Register.

Introduced 11/03/04 Origin SCH 3A.5.3 Amended 06/06/05, 21/05/13

13.5.3 Right of Inspection of CDI Register

is required to be established and maintained by If a Principal Issuer is required to establish and maintain a CDI Register under Rule 13.5.1, the Principal Issuer must make its CDI Register available for inspection in Australia to the same extent and in the same manner as if that CDI Register were a register of members of an Australian listed public company.

This Rule 13.5.3 does not apply in respect of a class of Principal Financial Products that are Government Bonds or Principal Financial Products issued by a DI Issuer to the extent that the Principal Register need not be available for inspection where that Principal Register is located in a foreign jurisdiction.

Introduced 11/03/04 Origin SCH 3A.5.4A Amended 21/05/13, 05/12/19

13.5.4 Issuer Sponsored Subregisters and CHESS Subregisters for CDIs

If CDIs in respect of a class of Principal Financial Products are approved, the Principal Issuer must establish and maintain:

(a) an Issuer Sponsored Subregister; and

(b) a CHESS Subregister,

of CDIs in respect of the Principal Financial Products as if the CDIs were Financial Products of an Australian Issuer, issued wholly in uncertificated form.

Introduced 11/03/04 Origin SCH 3A.5.5 Amended 06/06/05

13.5.5 Third Party Provider as Agent – [Deleted]

Introduced 11/03/04 Origin SCH 3A.5.6 Deleted 06/06/05

13.5.6 Agents of Principal Issuer

If a Principal Issuer employs or retains a Third Party Provider to establish and maintain a Principal Register or a CDI Register in respect of a class of its Principal Financial Products, then for the purposes of these Rules, the Third Party Provider is taken to perform those services as the agent of the Principal Issuer.

Introduced 11/03/04 Origin SCH 3A.5.7 Amended 06/06/05

13.5.7 Depositary Nominee obliged to ensure information is provided to Principal Issuer

Notwithstanding Rule 13.5.2, if a Depositary Nominee employs or retains a Third Party Provider to administer the Principal Register, which is not the same Third Party Provider as that retained by the Principal Issuer to establish and maintain a CDI Register under Rule 13.5.6, then the Depositary Nominee must ensure that its Third Party Provider provides such information to the Principal Issuer at such times as the Principal Issuer requires for performance of its obligations under Rules 13.1 to 13.13.

Introduced 11/03/04 Origin SCH 3A.5.8

13.5.8 Power of Attorney

The Depositary Nominee appoints the Principal Issuer to be the Depositary Nominee's attorney and in the name of the Depositary Nominee (or in the name of the Principal Issuer or its delegate) and on the Depositary Nominee's behalf:

(a) to execute any transfer for the purposes of Rule 13.3; and

(b) to do all things necessary or desirable to give full effect to the rights and obligations of the Depositary Nominee in Rules 13.1 to 13.13;

and the Depositary Nominee undertakes to ratify and confirm anything done under this power of attorney by the Principal Issuer.

Introduced 11/03/04 Origin SCH 3A.5.9

13.5.9 Delegation by Principal Issuer under Power of Attorney

The Principal Issuer may in writing:

(a) delegate its powers to any person for any period;

(b) at its discretion, revoke any such delegation; and

(c) exercise or concur in exercising any power despite the Principal Issuer or a delegate of the Principal Issuer having a direct or personal interest in the mode or result of the exercise of that power.

Introduced 11/03/04 Origin SCH 3A.5.9A

13.5.10 Indemnity

If a Principal Issuer or its Third Party Provider executes a transfer of Principal Financial Products on behalf of a Depositary Nominee as transferor or transferee, other than a Transfer which is supported by a Message initiated by a Participant under these Rules, the Principal Issuer warrants to ASX Settlement that it indemnifies:

(a) the Depositary Nominee;

(b) ASX Settlement;

(c) the transferor or the beneficial owner of the Principal Financial Products, as the case requires; and

(d) each Participant,

against all losses, damages, costs and expenses that they or any of them may suffer or incur as a result of the transfer not being authorised by the transferor or by the beneficial owner of the Principal Financial Products.

For the avoidance of doubt, Rule 13.5.10 does not apply to a Government Bond Issuer.

Introduced 11/03/04 Origin SCH 3A.5.10 Amended 21/05/13

13.5.11 ASX Settlement holds benefit of warranties for Depositary Nominee

ASX Settlement holds the benefit of any warranties and indemnities given to it by the Principal Issuer under Rules 13.1 to 13.13 in trust for the benefit of the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3A.5.10A

13.5.12 Principal Issuer and Depositary Nominee not to interfere in Transfer and Transmutation

Unless otherwise permitted under these Rules or the Listing Rules, a Principal Issuer or a Depositary Nominee must not refuse or fail to register, or give effect to, or otherwise interfere with the processing and registration of:

(a) a paper-based transfer of Principal Financial Products;

(b) a Transfer of CDIs;

(c) a Transmutation of Principal Financial Products to CDIs;

(d) a Transmutation of CDIs to Principal Financial Products;

(e) a shunt from a DI Register to a Principal Register; or

(f) a shunt from a Principal Register to a DI Register.

Introduced 11/03/04 Origin SCH 3A.5.11, 3A.5.12 Amended 06/06/05

13.5.13 No Notice of Unregistered Interests

For the purposes of all relevant Australian and foreign laws, neither ASX Settlement nor any Depositary Nominee is affected by actual, implied or constructive notice of any interest in CDIs other than the Holdings on the CDI Register.

A Depositary Nominee may deal with the registered Holder of CDIs as if, for all purposes, the Holder of CDIs is the absolute beneficial owner of the Principal Financial Products to which the CDIs relate, without any liability whatsoever to any other person who asserts an interest in the CDIs or in the Principal Financial Products to which the CDIs relate.

Introduced 11/03/04 Origin SCH 3A.5.13, 3A.5.14

13.5A TERMINATION OF CDI HOLDING BY THE DEPOSITARY NOMINEE

13.5A.1 Termination of trust over Principal Financial Products

If approval of CDIs in respect of a class of Principal Financial Products is revoked by ASX Settlement, the Depositary Nominee may, by resolution of its board of directors, revoke the trust under which it holds the Principal Financial Products on a date specified in the resolution. The Depositary Nominee must notify the affected Holders of CDIs of the revocation in accordance with the Procedures.

From the date of revocation specified in the resolution:

(a) the Depositary Nominee holds the Principal Financial Products and any other relevant property on trust for distribution to each Holder of CDIs and otherwise on the same terms as far as practicable as it held the Principal Financial Products and other relevant property before such revocation of trust;

(b) the Depositary Nominee may, in its absolute discretion, continue to hold on trust the Principal Financial Products and any other relevant property for any period determined by the Depositary Nominee instead of distributing that property to the Holder of CDIs and, in doing so, the Depositary Nominee will not be liable for any loss, cost, damage or expense suffered by the Holder of CDIs (except where such loss, cost, damage or expense is directly caused by the Depositary Nominee's actual fraud or dishonesty); and

(c) the Depositary Nominee may appoint a custodian or agent (including the Principal Issuer) for the purpose of holding Principal Financial Products and any other relevant property (including, without limitation, net proceeds referred to in Rule 13.5A.2(c)) or performing any of its duties relating to the distribution or holding of property or for any other purpose for which a trustee may appoint an agent.

Introduced 17/03/08

13.5A.2 Distribution of Principal Financial Products and power of sale

If a Depositary Nominee revokes the trust under which it holds a class of Principal Financial Products in accordance with Rule 13.5A.1:

(a) the Depositary Nominee may, in its absolute discretion, notify the affected Holders of CDIs in accordance with the Procedures of a procedure by which the Principal Financial Products and any other relevant property will be distributed to Holders;

(b) subject to any law or rule of any financial market where the Principal Financial Products are listed or quoted, the Principal Issuer must use all reasonable endeavours to assist the Depositary Nominee to distribute the Principal Financial Products and any other relevant property to Holders of CDIs in accordance with the procedure notified by the Depositary Nominee; and

(c) if the Depositary Nominee, after taking any steps specified in the Procedures, has been unable to distribute the Principal Financial Products and any other relevant property to a Holder of CDIs, then the Depositary Nominee may sell the Principal Financial Products and any other relevant property and hold the net proceeds on trust for distribution to the Holder of CDIs and may, after any period specified by law for holding unclaimed moneys, remit those monies to a regulatory authority in accordance with relevant law.

Introduced 17/03/08

13.5A.3 Exercise of power of sale

In exercising the power of sale in Rule 13.5A.2, the Depositary Nominee may do any of the following:

(a) sell, dispose of, transfer or otherwise deal with the Principal Financial Products and any other relevant property to any person including without limitation to an associate of any of the Principal Issuer, the Holder of CDIs or the Depositary Nominee;

(b) effect any sale by a single contract or in separate lots or parcels or in any other manner that the Depositary Nominee may in its absolute discretion think fit, with power to the Depositary Nominee to apportion the sale price and all costs, expenses, purchase money and fees between the Principal Financial Products so dealt with, provided the apportionment is fair and equitable;

(c) subject to any contrary rule of law or equity, allow a purchaser of the Principal Financial Products any time for payment of the whole or any part of the purchase money either with interest at any rate or without interest and either upon the security of the property sold or any part or upon any other security or without any security and the conditions of sale may include such special conditions as the Depositary Nominee may in its absolute discretion think fit;

(d) receive and retain the proceeds of any sale and issue receipts in respect of such proceeds; or

(e) sign deeds of sale with respect to the sale of any Principal Financial Product and any other relevant property, and execute any other documents as may be required to transfer the rights of such Principal Financial Products or any other relevant property.

Introduced 17/03/08

13A.5A.4 Limitation of liability

If a Depositary Nominee exercises the power of sale in accordance with this Rule 13.5A, the exercise of that power does not involve on the part of the Depositary Nominee:

(a) incurring any personal liability in connection with that exercise or its consequences unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default; and

(b) any breach of duty or trust whatsoever, unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default.

Introduced 17/03/08

13.5A.5 Appointment of custodian or agent

If the Depositary Nominee appoints a custodian or agent in accordance with this Rule 13.5A, the following will apply to such appointment:

(a) the Depositary Nominee may in its absolute discretion appoint one or more persons whom the Depositary Nominee determines to be properly qualified to act as the custodian or agent in respect of the Principal Financial Products and any other relevant property (including, without limitation, net proceeds referred to in Rule 13.5A.2(c)) ("Relevant Property");

(b) the Depositary Nominee and the custodian or agent must execute a written agreement setting out the terms and conditions in relation to the appointment of the custodian or agent which provides among other things:

(i) that the appointment of the custodian or agent will be subject to such conditions as the Depositary Nominee may from time to time determine, and the Depositary Nominee may delegate to and confer upon the appointed custodian or agent any authorities, powers and discretions as the Depositary Nominee sees fit;

(ii) a representation from the custodian or agent to the Depositary Nominee that it has the skill, facilities, capacity and staff to carry out the duties of a custodian or agent;

(iii) a representation that the custodian or agent agrees to follow any proper instructions or communications from the Depositary Nominee or any relevant regulatory authority in relation to the transfer, disposal or remittance of the Relevant Property;

(iv) for such other matters that by law are required to be specified in the written agreement between the Depositary Nominee and the custodian or agent;

(c) any consideration or fees applying to the provision of custodian or agency services under this Rule 13.5A will be deducted from the Relevant Property by the custodian or agent (or as otherwise determined in accordance with the relevant custody or agency agreement referred to in this Rule 13.5A); and

(d) where the Depositary Nominee appoints a custodian or agent in accordance with this clause 13.5A, the exercise of that power does not involve on the part of the Depositary Nominee:

(i) incurring any personal liability in connection with that exercise or its consequences unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default; and

(ii) any breach of duty or trust whatsoever unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default.

Introduced 17/03/08

13.6 CORPORATE ACTIONS IN RELATION TO PRINCIPAL FINANCIAL PRODUCTS OTHER THAN GOVERNMENT BONDS

13.6.1 Application of Rules

The purpose of the following Rules is to ensure that, to the extent permitted by the laws of the Principal Issuer's jurisdiction of incorporation, the benefit of all Corporate Actions of a Principal Issuer will enure to the benefit of the relevant Holders of CDIs as if they were Holders of the corresponding Principal Financial Products, where Principal Financial Products are held by a Depositary Nominee under these Rules. This Rule 13.6 does not apply to Principal Financial Products that are Government Bonds.

Introduced 11/03/04 Origin SCH 3A.6.1 Amended 06/06/05, 17/03/08, 21/05/13

13.6.2 Distribution of Dividends to Holders of CDIs

If CDIs in respect of a class of Principal Financial Products are approved under Rule 13.2, the Principal Issuer must distribute any dividend declared in respect of the corresponding Principal Financial Products to Holders of CDIs based on relevant Cum Entitlement Balances as at End of Day on the Record Date for the dividend in proportions as determined by the Transmutation Ratio.

Introduced 11/03/04 Origin SCH 3A.6.2 Amended 06/06/05

13.6.3 Direction and Acknowledgment by Depositary Nominee

For the purposes of:

(a) the Principal Issuer's constitution; and

(b) all laws governing the entitlement to dividends of a Depositary Nominee of the Principal Issuer,

the Depositary Nominee is taken to have directed the Principal Issuer to distribute any dividend, that would otherwise be payable to it under the Principal Issuer's constitution, in accordance with these Rules.

Introduced 11/03/04 Origin SCH 3A.6.3

13.6.4 Discharge of Principal Issuer's obligation to pay dividend to Depositary Nominee

A Depositary Nominee for a Principal Issuer acknowledges that distribution of a dividend in accordance with these Rules discharges the Principal Issuer's obligation to pay the dividend to the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3A.6.4

13.6.5 Payment by Depositary Interest Issuer

Rules 13.6.2, 13.6.3 and 13.6.4 apply in respect of a DI as if a reference to "dividend" is a reference to any distribution or payment, whether principal, premium or interest, as defined in the offering memorandum in respect of the Principal Financial Products.

Introduced 11/03/04 Origin SCH 3A.6.4A

13.6.6 Payment Obligations

Where a DI Issuer makes a payment pursuant to Rule 13.6.2, that payment must be made to all Holders of DIs as soon as reasonably practicable.

Introduced 11/03/04 Origin SCH 3A.6.4B Amended 04/04/05

13.6.7 Corporate Actions

(a) Subject to paragraph (d), if CDIs in respect of a class of Principal Financial Products are approved under Rule 13.2, the Principal Issuer must administer all Corporate Actions that result in:

(i) the Issue of additional or replacement Financial Products in respect of the Principal Financial Products; or

(ii) the cancellation, buy back or other reduction in number by whatever means of the Principal Financial Products (whether in whole or part),

as if each Holder of CDIs with respect to the Depositary Nominee's Holding is a Holder of a corresponding number of Principal Financial Products, so that the Holding of each Holder of CDIs is adjusted as a result of the Corporate Action (whether by issuing additional or replacement CDIs to Holders of CDIs, or by cancelling or otherwise reducing the number of CDIs in the existing Holdings of Holders of CDIs, as the case may be) based on relevant Cum Entitlement Balances as at End of Day on the Record Date for the Corporate Action on the same terms as would otherwise have applied if the Holders of CDIs were Holders of the Principal Financial Products.

(b) If the benefits conferred in the Corporate Action are additional or replacement Financial Products as described in paragraph (a)(i), the Principal Issuer must ensure that those Financial Products are vested in the Depositary Nominee as Holder of the Principal Financial Products and the benefits are distributed to Holders of CDIs in the form of CDIs corresponding to those Principal Financial Products.

(c) The Principal Issuer must ensure that the benefit of Corporate Actions is conferred on Holders of CDIs in proportions determined by the Transmutation Ratio.

(d) If:

(i) the laws of the Principal Issuer's jurisdiction of incorporation do not permit the Principal Issuer to administer a Corporate Action as if each Holder of CDIs with respect to the Depositary Nominee's Holding is the Holder of a corresponding number of Principal Financial Products in the manner described in paragraph (a); and

(ii) the Principal Issuer has:

(A) so notified ASX Settlement in writing;

(B) given ASX Settlement:

a. written details of an alternative proposal ("Alternative Proposal") under which the number of Principal Financial Products held by the Depositary Nominee (when adjusted in accordance with the Alternative Proposal), combined with any other benefits (if any) to be conferred on the Depositary Nominee pursuant to the Alternative Proposal (such as cash), will result in each CDI Holder being placed as nearly as practicable in the same economic position as a result of the Corporate Action as if the Principal Issuer had administered the Corporate Action in the manner described in paragraph (a); or

b. if the laws of the Principal Issuer's jurisdiction of incorporation require the Corporate Action, so far as it concerns the Depositary Nominee and the Holders of CDIs with respect to the Depositary Nominee's Holding, to be administered having regard only to the Depositary Nominee's holding of Principal Financial Products at that time, to the exclusion of all other considerations, and such laws do not admit of any alternative proposal under which the interests of Holders of CDIs with respect to the Depositary Nominee's Holding may be taken into account (including, without limitation, by the payment of cash consideration in lieu of any additional CDIs to which the Holders of CDIs would have been entitled if the Principal Issuer had administered the Corporate Action in the manner described in paragraph (a)), a statement to that effect ("Statement");

(C) provided an undertaking to ASX Settlement that it has disclosed the details of the Corporate Action (including details of any Alternative Proposal or Statement, as applicable) to Holders of CDIs in accordance with all applicable laws; and

(D) provided to ASX Settlement any additional information or documents which ASX Settlement requests for the purpose of evaluating the Corporate Action (as it affects CDI Holders) and the Alternative Proposal or Statement (as applicable) including, without limitation, a legal opinion satisfactory to ASX Settlement confirming the matters referred to in paragraph (d)(i) and such other matters related to the Corporate Action and the Alternative Proposal or Statement (as applicable) as ASX Settlement in its discretion may nominate; and

(iii) ASX Settlement has confirmed in writing its acceptance of the Alternative Proposal or Statement (as applicable),

the Principal Issuer must ensure that:

(iv) the Corporate Action is administered in accordance with the Alternative Proposal or Statement (as applicable); and

(v) the Holding of each Holder of CDIs is adjusted as a result of the Corporate Action accordingly.

For the purpose of evaluating the Corporate Action (as it affects CDI Holders) and the Alternative Proposal or Statement (as applicable), and in confirming its acceptance of the Alternative Proposal or Statement (as applicable), ASX Settlement relies and is entitled to rely on all information, opinions and other documents provided to it by the Principal Issuer. By confirming its acceptance

of the Alternative Proposal or Statement (as applicable), ASX Settlement does not and shall not be taken for any purpose to:

(vi) endorse, promote or otherwise support the Alternative Proposal or Statement;

(vii) express any view about the merits or the correctness of the legal and factual basis of the Alternative Proposal or Statement or any other matter connected with them; or

(viii) accept any liability in connection with the Corporate Action, Alternative Proposal or Statement.

For the purposes of this Rule 13.6.7, "Corporate Action" includes (but is not limited to) bonus issues, rights issues, mergers and reconstructions (including any action taken by a Principal Issuer to reduce (or that will have the effect of reducing) the number of Principal Financial Products held by a Depositary Nominee).

Introduced 11/03/04 Origin SCH 3A.6.5 Amended 06/06/05, 17/03/08, 04/03/13

13.6.8 Dividend Reinvestment and Bonus Share Plans

If CDIs in respect of a class of Principal Financial Products are approved under Rule 13.2, the Principal Issuer must, in relation to any dividend investment scheme or bonus share plan in respect of those Principal Financial Products:

(a) make available to Holders of CDIs, based on relevant Cum Entitlement Balances as at End of Day on the Record Date for determining entitlements, all benefits and entitlements arising under the dividend reinvestment scheme or bonus share plan, as the case requires;

(b) distribute all benefits and entitlements arising under the dividend reinvestment scheme or bonus share plan, as the case requires, to Holders of CDIs in proportions determined by the Transmutation Ratio;

(c) ensure that any right under such a plan to elect to receive financial products rather than cash is exercised by Holders of CDIs rather than the Depositary Nominee; and

(d) if a Holder of CDIs elects to receive financial products, issue Principal Financial Products to the Depositary Nominee and distribute corresponding CDIs to the Holder of CDIs.

Introduced 11/03/04 Origin SCH 3A.6.6 Amended 06/06/05

13.6.9 Exercise of Holder rights

If CDIs in respect of a class of Principal Financial Products are approved under Rule 13.2, the Depositary Nominee must exercise any rights vested in it as the Holder of the Principal Financial Products under any law (including any right to institute legal proceedings as a holder of Financial Products), in accordance with:

(a) any direction given by a Holder of CDIs; or

(b) any direction of Holders of CDIs given by ordinary resolution at a meeting of Holders of CDIs.

Introduced 11/03/04 Origin SCH 3A.6.7 Amended 06/06/05

13.6.10 Fractional Entitlements

(a) Subject to paragraph (b), if a Corporate Action would give Holders of CDIs a fractional entitlement to additional or replacement Principal Financial Products (if they held Principal Financial Products directly), the Principal Issuer must ensure that:

(i) the number of additional or replacement Principal Financial Products issued to the Depositary Nominee is calculated as if each Holder of CDIs with respect to the Depositary Nominee's Holding is a Holder of a corresponding number of Principal Financial Products; and

(ii) Holders of CDIs receive additional or replacement CDIs reflecting the entitlements so calculated.

(b) If:

(i) the laws of the Principal Issuer's jurisdiction of incorporation do not permit the Principal Issuer to calculate the number of additional or replacement Principal Financial Products issued to the Depositary Nominee in the manner described in paragraph (a)(i) and to ensure that Holders of CDIs receive additional or replacement CDIs reflecting the entitlements so calculated; and

(ii) the Principal Issuer has:

(A) so notified ASX Settlement in writing;

(B) given ASX Settlement:

a. written details of an alternative proposal ("Alternative Proposal") under which the number of additional or replacement Principal Financial Products issued to the Depositary Nominee, combined with any other benefits (if any) to be conferred on the Depositary Nominee pursuant to the Alternative Proposal (such as cash), will result in each CDI Holder receiving as nearly as practicable the same economic benefit as a result of the Corporate Action as if the number of additional or replacement Principal Financial Products issued to the Depositary Nominee had been calculated in the manner described in paragraph (a)(i) and the Principal Issuer had ensured that Holders of CDIs received additional or replacement CDIs reflecting the entitlements so calculated; or

b. if the laws of the Principal Issuer's jurisdiction of incorporation require the number of additional or replacement Principal Financial Products issued to the Depositary Nominee to be calculated having regard only to the Depositary Nominee's holding of Principal Financial Products at that time, to the exclusion of all other considerations, and such laws do not admit of any alternative proposal under which the interests of Holders of CDIs with respect to the Depositary Nominee's Holding may be taken into account (including, without limitation, by the payment of cash consideration in lieu of such additional or replacement CDIs as the Holders of CDIs would have received if the number of additional or replacement Principal Financial Products issued to the Depositary Nominee had been calculated in the manner described in paragraph (a)(i)), a statement to that effect ("Statement");

(C) provided an undertaking to ASX Settlement that it has disclosed the details of the Corporate Action (including details of any Alternative Proposal or Statement, as applicable) to Holders of CDIs in accordance with all applicable laws; and

(D) provided to ASX Settlement any additional information or documents which ASX Settlement requests for the purpose of evaluating the Corporate Action (as it affects CDI Holders) and the Alternative Proposal or Statement (as applicable) including, without limitation, a legal opinion satisfactory to ASX Settlement confirming the matters referred to in paragraph (b)(i) and such other matters related to the Corporate Action and the Alternative Proposal or Statement (as applicable) as ASX Settlement in its discretion may nominate; and

(iii) ASX Settlement has confirmed in writing its acceptance of the Alternative Proposal or Statement (as applicable),

the Principal Issuer must ensure that:

(iv) the number of additional or replacement Principal Financial Products issued to the Depositary Nominee is calculated in accordance with the Alternative Proposal or Statement (as applicable); and

(v) Holders of CDIs receive additional or replacement CDIs reflecting the entitlements so calculated.

For the purpose of evaluating the Corporate Action (as it affects CDI Holders) and the Alternative Proposal or Statement (as applicable), and in confirming its acceptance of the Alternative Proposal or Statement (as applicable), ASX Settlement relies and is entitled to rely on all information, opinions and other

documents provided to it by the Principal Issuer. By confirming its acceptance of the Alternative Proposal or Statement (as applicable), ASX Settlement does not and shall not be taken for any purpose to:

(vi) endorse, promote or otherwise support the Alternative Proposal or Statement;

(vii) express any view about the merits or the correctness of the legal and factual basis of the Alternative Proposal or Statement or any other matter connected with them; or

(viii) accept any liability in connection with the Corporate Action, Alternative Proposal or Statement.

For the purposes of this Rule 13.6.10, "Corporate Action" includes (but is not limited to) bonus issues, rights issues, mergers and reconstructions (including any action taken by a Principal Issuer to reduce (or that will have the effect of reducing) the number of Principal Financial Products held by a Depositary Nominee).

Introduced 11/03/04 Origin SCH 3A.6.8 Amended 06/06/05, 17/03/08

13.6.10A Disposal of surplus Principal Financial Products

If:

(a) the Depositary Nominee receives Principal Financial Products in connection with a Corporate Action; and

(b) following receipt of the Principal Financial Products, the Depositary Nominee's Holding of Principal Financial Products exceeds the aggregate of each CDI Holder's entitlement to a whole number of Principal Financial Products,

the Depositary Nominee must sell such surplus Principal Financial Products and distribute the proceeds of sale (less transaction costs) to Holders of CDIs in proportion to their respective Holdings.

Introduced 17/03/08

13.6.11 General Direction and Acknowledgment by Depositary Nominee

A Depositary Nominee for a Principal Issuer:

(a) is taken to have directed the Principal Issuer to administer all Corporate Actions of the Principal Issuer in the manner provided in these Rules; and

(b) acknowledges that compliance with these Rules discharges the Principal Issuer's obligation to make the benefit of a Corporate Action available to the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3A.6.9, 3A.6.10

13.6.12 Transmutations of Financial Products and associated Entitlements

Where, during an ex-period for a Corporate Action, Principal Financial Products under Rules 13.1 to 13.13 are Transmuted in order to give effect to a transfer of those Principal Financial Products, the transmutation of those Principal Financial Products must be effected together with any associated Entitlement.

Introduced 11/03/04 Origin SCH 3A.6.11 Amended 06/06/05

13.6.13 Divestment of small Holdings

If CDIs in respect of a class of Principal Financial Products are approved and:

(a) in accordance with the Listing Rules, a Holder of less than a specified number of Principal Financial Products can be subject to divestment or sale of those Principal Financial Products by the Principal Issuer; and

(b) a Holder of CDIs would be subject to divestment or sale if it held the corresponding number of Principal Financial Products directly,

the Principal Issuer may give a Notice of Divestment in accordance with Rule 5.12.2 to the Holder of CDIs. The Principal Issuer must also give a Holder of CDIs the benefit of any notice and consent procedure that may be contained in the constitution of the Principal Issuer, the Listing Rules and the rules of any financial market on which the Principal Financial Products are listed or quoted to which the Holder of CDIs would be entitled if it held the Principal Financial Products directly.

Introduced 17/03/08

13.6.14 Depositary Nominee may consent to sale or divestment

If the Depositary Nominee is reasonably satisfied that the Principal Issuer has complied with its obligations under Rule 13.6.13, the Depositary Nominee is authorised to consent to the sale or divestment of the number of Principal Financial Products which correspond to the Holder's CDIs.

Introduced 17/03/08

13.6.15 Principal Issuer must distribute proceeds

The Principal Issuer must distribute to the Holder of CDIs any proceeds of a sale made pursuant to a notice given under Rule 13.6.13 (net of transaction costs). If the Principal Issuer is required under the laws of its jurisdiction of incorporation to distribute the net proceeds to the Depositary Nominee in its capacity as the Holder of the Principal Financial Products, the Depositary Nominee shall be taken to have directed the Principal Issuer to distribute the net proceeds to the Holder of CDIs. Upon distribution of the net proceeds to the Holder of CDIs, the Principal Issuer must cancel the Holder's CDIs corresponding to the Principal Financial Products which have been sold.

Introduced 17/03/08

13.6.16 Indemnity by Principal Issuer

By giving a Notice of Divestment, a Principal Issuer indemnifies the Depositary Nominee and ASX Settlement against any loss, cost, damage, expense or liability which they may suffer or incur as a result of any sale or divestment of Principal Financial Products and the cancellation of CDIs under this Rule.

Introduced 17/03/08

13.6A ENTITLEMENTS IN RELATION TO GOVERNMENT BONDS

13.6A.1 Application of Rules

The purpose of the following Rules is to ensure that the benefit of all Entitlements in relation to Principal Financial Products that are Government Bonds will enure to the benefit of the relevant Holders of CDIs as if they were Holders of the corresponding Principal Financial Products, where Principal Financial Products are registered in the name of a Depositary Nominee or its nominee under these Rules. This Rule 13.6A applies only to Principal Financial Products that are Government Bonds.

Introduced 21/05/13

13.6A.2 Direction by Depositary Nominee

For the purpose of the terms of issue of Principal Financial Products that are Government Bonds approved under Rule 13.2 and all laws governing the Entitlements of a Depositary Nominee for a Principal Issuer, the Depositary Nominee is taken to have directed the Principal Issuer to pay any Entitlements that would otherwise be payable to the Depositary Nominee in accordance with these Rules.

Introduced 21/05/13

13.6A.3 Payment of Entitlements to Holders of Government Bond CDIs.

If CDIs in respect of Principal Financial Products that are Government Bonds are approved under Rule 13.2, the Principal Issuer must pay or cause payment of any Entitlements payable in respect of the Government Bonds to Holders of the relevant Government Bond Depositary Interests in proportions as determined by the Transmutation Ratio.

Introduced 21/05/13

13.6A.4 Discharge of Principal Issuer's obligation to pay to Depositary Nominee

A Depositary Nominee for a Principal Issuer acknowledges that payment of Entitlements relating to Government Bond Depositary Interests in accordance with these Rules discharges any obligation the Principal Issuer may have to pay the Entitlements to the Depositary Nominee.

Introduced 21/05/13

13.6A.5 Liability of Depositary Nominee

A Depositary Nominee has no liability to:

(a) a Government Bond Issuer;

(b) Holders of Government Bond Depositary Interests; or

(c) any person claiming an interest in a Government Bond or Government Bond Depositary Interest,

unless it acts in bad faith, negligently or in breach of these Rules.

For the avoidance of doubt and without limiting the foregoing:

(d) A Depositary Nominee has no liability to pass to any person a better interest in any Financial Product than it has.

(e) A Depositary Nominee has no liability as an Issuer in relation to Entitlements in respect of a Government Bond. It is acknowledged that the Government Bond Issuer is responsible for the payment of all Entitlements in respect of a Government Bond and Government Bond Depositary Interest.

Introduced 21/05/13

13.6B DISCLOSURE

13.6B.1 No disclosure obligation

A Depositary Nominee has no obligation to provide a disclosure document in respect of Government Bonds or Government Bond Depositary Interests, unless the Depositary Nominee is required to provide an information statement under section 1020AI of the Corporations Act 2001.

Introduced 21/05/13

13.7 TAKEOVERS

For the avoidance of doubt, this Rule 13.7 does not apply in relation to Principal Financial Products that are Government Bonds.

Introduced 21/05/13

13.7.1 Depositary Nominee to accept only if authorised by Holders of CDIs

If a takeover offer in respect of Principal Financial Products is received by a Depositary Nominee, the Depositary Nominee must not accept the offer except to the extent that acceptance is authorised by Holders of CDIs with respect to the Principal Financial Products under these Rules.

Introduced 11/03/04 Origin SCH 3A.7.1 Amended 06/06/05

13.7.2 Acceptance with respect to Holders of CDIs on CHESS Subregister

If:

(a) Principal Financial Products are held by a Depositary Nominee; and

(b) the corresponding CDIs are held on a CHESS Subregister,

then the provisions of the Rules governing the processing of takeover acceptances of Financial Products held on a CHESS Subregister apply as if the CDIs were Financial Products of a listed public company and the Depositary Nominee must accept a takeover offer with respect to Principal Financial Products which it holds if and to the extent to which acceptances are received and processed pursuant to the Rules.

Introduced 11/03/04 Origin SCH 3A.7.2 Amended 06/06/05

13.7.3 Acceptance with respect to Holders of CDIs on Issuer-Sponsored Subregister

If:

(a) Principal Financial Products are held by a Depositary Nominee; and

(b) corresponding CDIs are held on the Issuer Sponsored Subregister,

then the Depositary Nominee must:

(c) as soon as possible after the date of receipt of the takeover offer from the offeror, send to each Holder of CDIs registered on the CDI Register at the date of the offer, copies of the offer documentation, together with any other documents sent to target holders of the Principal Financial Products; and

(d) ensure that the offer documentation sent to Holders of CDIs includes a Notice in a form acceptable to ASX Settlement in accordance with the Procedures.

Introduced 11/03/04 Origin SCH 3A.7.3 Amended 06/06/05, 04/03/13

13.7.4 Processing of acceptances from Holders of CDIs

Where the provisions of Rule 13.7.3 apply, the Depositary Nominee must ensure that:

(a) the offeror receives and processes acceptances from Holders of CDIs or appoints a receiving agent in Australia to receive and process acceptances with respect to Holders of CDIs on the Issuer Sponsored Subregister; and

(b) either the offeror or the offeror's receiving agent provides the Depositary Nominee with a clear statement of the number of Principal Financial Products held by the Depositary Nominee with respect to which acceptances of Holders of CDIs have been received, in sufficient time to enable the Depositary Nominee to lodge a valid acceptance of the offer with the offeror as holder of the Principal Financial Products.

Introduced 11/03/04 Origin SCH 3A.7.4

13.7.5 Liability of Depositary Nominee

The Depositary Nominee has no liability to:

(a) the Principal Issuer;

(b) Holders of Principal Financial Products;

(c) Holders of CDIs;

(d) any person claiming an interest in Principal Financial Products or CDIs; or

(e) the takeover offeror,

with respect to lodging or not lodging takeover acceptances for the whole or any part of its Holding of Principal Financial Products unless it:

(f) acts contrary to a statement of a receiving agent given under Rule 13.7.4(b) or contrary to the information supplied to it by ASX Settlement regarding takeover acceptances with respect to Holdings on the CHESS Subregister for the CDIs;

(g) acts negligently or in breach of these Rules; or

(h) negligently fails to lodge the acceptance or acceptances before the close of the offer period.

Introduced 11/03/04 Origin SCH 3A.7.5 Amended 06/06/05

13.8 VOTING ARRANGEMENTS

13.8.1 Interpretation

For the purposes of Rule 13.8, "constitution of a Principal Issuer" means:

(a) in respect of a share, constitution as defined in the Corporations Act; or

(b) in respect of a Financial Product other than a share, the document or legislation which creates the right for a holder of Financial Products to attend and vote at meetings of holders of Financial Products of that class and to appoint proxies in respect of that voting.

For the avoidance of doubt, this rule 13.8 does not apply in relation to Principal Financial Products that are Government Bonds.

Introduced 11/03/04 Origin SCH 3A.1.3 Amended 21/05/13

13.8.2 Principal Issuer to notify Holders of CDIs

If a meeting is convened of Holders of a class of Principal Financial Products vested in a Depositary Nominee for a Principal Issuer, the Principal Issuer must give a Notice of the meeting to each Holder of CDIs at the same time as Notice of the meeting is sent to Holders of the Principal Financial Products.

For the purposes of this Rule 13.8.2, a Principal Issuer may give a Notice of the meeting to a Holder of CDIs in any manner provided for in the Corporations Act.

Note: this Rule 13.8.2 is intended to cover the means by which a notice of meeting may be given under section 249J of the Corporations Act.

Introduced 11/03/04 Origin SCH 3A.8.1 Amended 18/12/06

13.8.3 Holders of CDIs may give Directions to Depositary Nominee

Subject to Rule 13.8.8, the Depositary Nominee must appoint two proxies even if under the constitution of the Principal Issuer, a Depositary Nominee has a right to:

(a) appoint more than one proxy for the purpose of voting at a meeting of the Principal Issuer; and

(b) cast different proxy votes for different parts of the Holding.

Introduced 11/03/04 Origin SCH 3A.8.2

13.8.4 Proxies to indicate results of resolution

One of the two proxies so appointed in accordance with Rule 13.8.3 must indicate the number of Principal Financial Products in favour of the resolution described in the proxy, and the second proxy must indicate the number of Principal Financial Products against the resolution described in the proxy.

Introduced 11/03/04 Origin SCH 3A.8.3 Amended 06/06/05

13.8.5 Determining the number of Financial Products for each proxy

The manner in which the number of Principal Financial Products is determined for each proxy is by:

(a) taking the number of CDIs in favour of the resolution;

(b) taking the number of CDIs against the resolution;

(c) applying the transmutation ratio to those CDIs; and

(d) entering the resultant number of Principal Financial Products on the appropriate proxy.

Introduced 11/03/04 Origin SCH 3A.8.4 Amended 06/06/05

13.8.6 Depositary Nominee appointing a single proxy

If under the constitution of the Principal Issuer, a Depositary Nominee can only appoint a single proxy, the Depositary Nominee must:

(a) take the number of CDIs in favour of the resolution;

(b) take the number of CDIs against the resolution;

(c) determine the net voting position either in favour of or against the resolution;

(d) apply the transmutation ratio to those CDIs; and

(e) accordingly enter the resultant number of Principal Financial Products on the proxy.

Introduced 11/03/04 Origin SCH 3A.8.5 Amended 06/060/05

13.8.7 Voting instructions by Depositary Nominee

Where the appointed proxy or proxies are required to vote on multiple resolutions, the Depositary Nominee must instruct the proxy or proxies to vote in such manner as will in the reasonable opinion of the Depositary Nominee best represent the wishes of the majority of Holders of CDIs.

Introduced 11/03/04 Origin SCH 3A.8.5A

13.8.8 Depositary Nominee to appoint Holders of CDIs as proxy

The Depositary Nominee must appoint a Holder of CDIs or a person nominated by a Holder of CDIs as its proxy for the purpose of attending and voting at a meeting of the Principal Issuer where:

(a) the constitution of the Principal Issuer allows the Depositary Nominee to appoint Holders of CDIs or a person nominated by a Holder of CDIs as its proxy; and

(b) the Holder of CDIs has informed the Principal Issuer that the Holder wishes to nominate another person to be appointed as the Depositary Nominee's proxy.

Introduced 11/03/04 Origin SCH 3A.8.1

13.8.9 Principal Issuer must notify Holders of CDIs of their Rights

The Principal Issuer must:

(a) include with the Notice of meeting given under Rule 13.8.2 a Notice in a form acceptable to ASX Settlement in accordance with the Procedures; and

(b) make appropriate arrangements to:

(i) collect and process any directions by Holders of CDIs;

(ii) provide the Depositary Nominee with a report in writing that clearly shows how the Depositary Nominee must exercise its right to vote by proxy at the meeting, in sufficient time to enable the Depositary Nominee to lodge a proxy for the meeting; and

(iii) where a Holder of CDIs, or a person nominated by a Holder of CDIs, is to be appointed the Depositary Nominee's proxy in accordance with Rule 13.8.8, collect and process all relevant proxy forms in sufficient time to enable the Depositary Nominee to lodge a proxy or proxies for the meeting.

Introduced 11/03/04 Origin SCH 3A.8.6 Amended 18/12/06

13.8.10 Depositary Nominee to call for a poll

To the extent that it is able to do so, the Depositary Nominee must make or join in any demand for a poll in respect of any matter at a meeting of the Principal Issuer in accordance with any report in writing supplied by the Principal Issuer under Rule 13.8.9(b)(ii).

Introduced 11/03/04 Origin SCH 3A.8.7

13.8.11 Meetings of Holders of CDIs

If it is necessary or appropriate for a meeting of Holders of CDIs to be convened for any purpose, including a purpose specified in these Rules:

(a) the meeting may be convened by the directors or other governing body, as the case requires, of the Principal Issuer to which the CDIs relate, or in any other manner in which a meeting of holders of Financial Products of the Principal Issuer may be convened under the law of the place of formation of the Principal Issuer;

(b) the rights of Holders of CDIs to appoint a proxy, to vote on a show of hands, to call for a poll and vote on a poll must be determined as if the meeting were a meeting of holders of Financial Products of the Principal Issuer;

(c) the requirements for Notice of the meeting and the rules and procedures for a meeting of Holders of CDIs must be the requirements, rules and procedures that would apply to a meeting of holders of Financial Products of the Principal Issuer.

Introduced 11/03/04 Origin SCH 3A.8.8 Amended 21/05/13

13.8.12 Liability of Depositary Nominees

The Depositary Nominee has no liability to:

(a) the Principal Issuer;

(b) Holders of Principal Financial Products;

(c) Holders of CDIs; or

(d) any person claiming an interest in Principal Financial Products or CDIs,

with respect to any conduct or omission of the Depositary Nominee at or connected with a meeting of Holders of Financial Products of a Principal Issuer, unless the Depositary Nominee:

(e) acts contrary to a report of the Principal Issuer given under Rule 13.8.9(b)(ii);

(f) acts negligently or in breach of these Rules; or

(g) negligently fails to vote or lodge forms of proxy before the close of the period within which proxies for the meeting may be lodged.

Introduced 11/03/04 Origin SCH 3A.8.9

13.9 SPECIFIC MODIFICATIONS TO RULES

13.9.1 Modifications

The following modifications are made to the Rules in respect of the operation of Section 13:

(a) Rule 8.1 does not apply.

(b) Rule 8.2.1(a) is varied by the insertion of the words " or CDIs that are to be approved under Rules 13.1 to 13.13;" after Rule" 8.1".

(c) Rules 8.6.4 and 8.6.5 should be read as if references to the "Commission" were references to "ASX Settlement" and references to the "Corporations Act" were references to "these Rules".

(d) The provisions of Rule 8.12 are modified by the provisions of Rules 13.9.2 to 13.9.6 below.

(e) Rule 5.2.1 is amended by insertion of the words "or CDIs that are to be approved under Rules 13.1 to 13.13" after "8.1" in Rule 5.2.1.

(f) Rules 5.2.2 and 5.4.1 do not apply to a class of CDIs that is Approved under Rules 13.1 to 13.13.

(g) Rule 5.4.2 is to be read as if the following provision is added to the end of Rule 5.4.2, "A Principal Issuer may not cease to operate its Issuer Sponsored Subregister unless ASX Settlement agrees in writing."

(h) Rule 5.9 only applies where a Transfer is initiated by a Participant which has the effect of a Conversion.

(i) Rules 5.13.1 and 5.13.3 are modified so that the references to "total issued capital" must be read as references to " total number of CDIs".

(j) The provisions of Section 14 are taken to apply to CDIs as if the CDIs were Financial Products in an Australian listed public company and the takeover bid with respect to the Principal Financial Products was a takeover under the Corporations Act. For the avoidance of doubt, this subparagraph (j) does not apply to Principal Financial Products that are Government Bonds.

(k) The provisions of Section 12 do not apply to a Government Bond Issuer that is the Australian Government.

Introduced 11/03/04 Origin SCH 3A.9.1 to 3A.9.5, 3A.9.8 to 3A.9.12, 3A.9.12A to 3A.9.19
Amended 04/04/05, 06/06/05, 21/05/13

13.9.2 CDI to Principal Financial Product Transmutation

A CDI to Principal Financial Product Transmutation may be initiated by a Participant only in accordance with the Procedures.

Introduced 11/03/04 Origin SCH 3A.9.6.1 Amended 06/06/05, 21/05/13

13.9.3 Actions of ASX Settlement

If an Originating Message Transmitted to ASX Settlement complies with Rule 13.9.2 and there are sufficient available CDIs in the Source Holding, ASX Settlement must:

(a) deduct the number of CDIs specified in the Originating Message from the Source Holding; and

(b) Transmit a Message to the Principal Issuer to transfer Principal Financial Products in accordance with the Originating Message.

Introduced 11/03/04 Origin SCH 3A.9.6.2 Amended 04/04/05, 06/06/05

13.9.4 Principal Issuer to generate Trustee Transfer Forms

If a Principal Issuer receives a Valid Message under Rule 13.9.3(b), the Principal Issuer must, within the Scheduled Time:

(a) generate a Trustee Transfer Form in accordance with the Procedures; and

(b) register that Transfer in the Principal Register.

Introduced 11/03/04 Origin SCH 3A.9.6.3 Amended 04/04/05, 06/06/05

13.9.5 Time at which Transfer takes effect

A Transfer initiated under Rule 13.9.4(a) is deemed to take effect at the time ASX Settlement deducts the number of CDIs specified in the Originating Message from the Source Holding.

Introduced 11/03/04 Origin SCH 3A.9.6.4 Amended 06/06/05

13.9.6 Authority of Holder of CDI required

A Participant must not transmit a Valid Originating Message which has the effect of Transmuting CDIs to Principal Financial Products without the prior authority of the Holder of CDIs.

Introduced 11/03/04 Origin SCH 3A.9.6.5

13.9.7 Principal Financial Product to CDI Transmutation

A Principal Financial Product to CDI Transmutation may be initiated by a Participant that:

(a) lodges a properly completed document of Transfer and Certificate or Marked Transfer with the Principal Issuer within the Scheduled Time; and

(b) Transmits a Valid Originating Message to ASX Settlement in accordance with the Procedures.

This rule 13.9.7 applies to Principal Financial Products that are Government Bonds only in the circumstances specified in the Procedures.

Introduced 11/03/04 Origin SCH 3A.9.7.1 Amended 06/06/05, 21/05/13

13.9.8 ASX Settlement to request Principal Issuer to authorise the Transmutation

If an Originating Message Transmitted to ASX Settlement complies with Rule 13.9.7(b), ASX Settlement will:

(a) Transmit to the Principal Issuer a Message requesting the Principal Issuer to authorise the Transmutation of Principal Financial Products to CDIs in accordance with that Originating Message; and

(b) specify the Registration Details in the Message to the Issuer to enable the Issuer to validate the Registration Details, where applicable.

Introduced 11/03/04 Origin SCH 3A.9.7.2 Amended 04/04/05, 06/06/05

13.9.9 Principal Issuer to process the Transfer

If a Principal Issuer receives:

(a) a properly completed document of Transfer and Certificate or Marked Transfer; and

(b) a Valid Message under Rule 13.9.8 from ASX Settlement pursuant to an Originating Message,

the Principal Issuer must, within the Scheduled Time:

(c) enter the Transfer in the Principal Register;

(d) Transmit a Message to ASX Settlement to Transfer the Financial Products in accordance with the Originating Message; and

(e) in the case of a Message requesting the Principal Issuer to authorise a Transfer where the Transfer has the effect of a Conversion, ensure the Registration Details specified in the Message for the Target Holding match the Registration Details maintained by the Principal Issuer for the Source Holding.

Introduced 11/03/04 Origin SCH 3A.9.7.3 Amended 04/04/05

13.9.10 ASX Settlement to enter Financial Products into Target Holding

If ASX Settlement receives a Valid Message under Rule 13.9.9(d), ASX Settlement must enter Financial Products into the Target Holding in accordance with the Originating Message.

Introduced 11/03/04 Origin SCH 3A.9.7.4

13.9.11 Conditions for Issuer's authorisation of a Transfer not met

If the conditions for authorisation by the Issuer of a Transfer as stipulated in Rule 13.9.9 are not met, the Issuer must, within the Scheduled Time:

(a) reject the Message; and/or

(b) return the properly completed document of Transfer and Certificate or Marked Transfer to the Participant that lodged it without entering the Transfer in the Principal Register,

whichever is relevant.

Introduced 11/03/04 Origin SCH 3A.9.7.5 Amended 09/05/05

13.9.12 Time at which Transfer takes effect

A Transfer initiated under Rule 13.9.7 takes effect when both the actions described in Rule 13.9.9(c) and (d) are completed.

Introduced 11/03/04 Origin SCH 3A.9.7.6

13.9.13 ASX Settlement may purge unactioned Messages

If a Principal Issuer receives a Message from ASX Settlement under Rule 13.9.8 and does not respond to ASX Settlement under either Rule 13.9.9 or Rule 13.9.11 within the relevant Scheduled Time for response, ASX Settlement may purge the unactioned Message from the Settlement Facility.

Introduced 09/05/05

13.10 SHUNTING BETWEEN REGISTERS

13.10.1 Shunt from DI Register to Principal Register

Where a Holder gives Notice requesting that the Principal Issuer shunt all or part of a Holding of DIs into Principal Financial Products, the Principal Issuer must reduce that Holding by the number specified in the Notice and take such steps as are necessary to shunt the same number of Principal Financial Products from the relevant Segregated Account to the Approved Clearing House account nominated in the Notice, within 2 Business Days of receipt of that Notice.

Introduced 11/03/04 Origin SCH 3A.10.1 Amended 07/03/16

13.10.2 Shunt from Principal Register to DI Register

Where a Holder gives Notice requesting that the Principal Issuer shunt all or part of a Holding of Principal Financial Products into DIs, the Principal Issuer must take all necessary steps to shunt those Principal Financial Products to the Segregated Account and enter the same number of DIs into a Holding in accordance with the instructions given in the Notice, within 2 Business Days of receipt of that Notice.

This Rule 13.10 does not apply to Principal Financial Products that are Government Bonds or to Government Bond Depositary Interests.

Introduced 11/03/04 Origin SCH 3A.10.2 Amended 21/05/13, 07/03/16

13.11 TAX LAWS

13.11.1 Principal Issuer to company with Tax laws

The Principal Issuer will use its best endeavours to:

(a) comply with all applicable Tax laws as agent and attorney of the Depositary Nominee;

(b) ensure that the Depositary Nominee complies with all applicable Tax laws; and

(c) not do any act or thing which creates a Tax liability, or not omit to do any act or thing, the omission of which creates a Tax liability, which must be discharged by the Depositary Nominee, unless provision has been made for the discharge of the liability by some person other than the Depositary Nominee.

The obligations of the Principal Issuer and the Depositary Nominee are subject to all relevant Tax laws.

Introduced 11/03/04 Origin SCH 3A.11.1, 3A.11.2

13.12 NOTICE

13.12.1 Notice to Holders of CDI's

Any obligation to give notice to Holders of CDIs under Rules 13.1 to 13.13 must be discharged upon the Depositary Nominee giving notice to the Holder of CDIs at the address of the Holder of CDIs noted on the CDI Register.

Introduced 11/03/04 Origin SCH 3A.12.1

13.13 GENERAL INDEMNITY

13.13.1 Principal Issuer to indemnify the Depositary Nominee

The Principal Issuer indemnifies the Depositary Nominee against all expenses, losses, damages and costs that the Depositary Nominee may sustain or incur in connection with:

(a) CDIs;

(b) its capacity as holder of Principal Financial Products;

(c) any act done, or required to be done, by the Principal Issuer (whether or not on behalf of the Depositary Nominee) under Rules 13.1 to 13.13 of the Rules; and

(d) any act otherwise done or required to be done by the Depositary Nominee under Rules 13.1 to 13.13 of the Rules.

This Rule 13.13.1 does not apply to a Government Bond Issuer.

Introduced 11/03/04 Origin SCH 3A.13.1 Amended 21/05/13

13.14 APPLICATION AND SCOPE OF FDI RULES

13.14.1 Effect of Rules 13.14 to 13.29

Rules 13.14 to 13.29 only apply to, and have effect in relation to, Participating International Financial Products and FDIs.

All of the Rules, to the extent that they are not inconsistent with Rules 13.14 to 13.29 have full force and effect in relation to FDIs other than as specifically modified by the provisions of these Rules 13.14 to 13.29.

Note: Where Rules 13.14 to 13.29 are inconsistent with other Rules, Rules 13.14 to 13.29 must take precedence.

Introduced 11/03/04 Origin SCH 3B.1.1, 3A.1.2 Amended 06/06/05

13.15 PREREQUISITES FOR SETTLEMENT OF INSTRUCTIONS IN PARTICIPATING INTERNATIONAL FINANCIAL PRODUCTS

13.15.1 Declaration of Participating International Financial Products

ASX Settlement may declare a class of financial products to be Participating International Financial Products available for settlement by means of FDIs if:

(a) ASX Settlement has given Notice to the Depositary Nominee of those financial products;

(b) the Depositary Nominee agrees to hold the financial products on behalf of, and in accordance with its arrangements with, persons entitled to those financial products and to record FDIs on the FDI Register;

(c) ASX Settlement is satisfied that the Depositary Nominee is capable of complying with Rules 13.14 to 13.29;

(d) ASX Settlement is satisfied that arrangements are made for the Depositary Nominee to comply with the requirements of Rule 13.18.3 and 13.19.4; and

(e) ASX Settlement is satisfied that transactions in those financial products may be settled in CHESS by means of FDIs.

Introduced 11/03/04 Origin SCH 3B.2.1 Amended 10/06/04, 06/06/05

13.15.2 FDIs as Approved Financial Products

Where ASX Settlement makes a declaration under Rule 13.15.1, the FDIs corresponding to those Participating International Financial Products are Approved Financial Products for the purposes of these Rules. Each FDI will correspond to one financial product in the class of Participating International Financial Products. Without limiting the effect of this Rule 13.15.2, references to Financial Products in Rules 7.1.10, 7.2.1, 7.2.2, 7.2.3, 7.2.4 and 7.2.5 include references to FDIs.

Note: References to Rules 7.1.10, 7.2.1, 7.2.2, 7.2.3, 7.2.4 and 7.2.5 in this rule clarifies that the sponsorship provisions between participants and holders apply in relation to FDIs.

Introduced 11/03/04 Origin SCH 3B.2.2, 3A.2.3 Amended 06/06/05

13.15.3 Effective date of approval of FDIs

Where ASX Settlement makes a declaration under Rule 13.15.1, the effective date of approval of FDIs corresponding to the Participating International Financial Products will be the date ASX Settlement notifies the Depositary Nominee of the approval.

Introduced 11/03/04 Origin SCH 3B.2.4 Amended 10/06/04, 06/06/05

13.15.4 FDIs as Approved Financial Products – transitional provision

From the date on which this Rule 13.15.4 comes into effect, all FDIs corresponding to a class of previously approved Participating International Financial Products will be taken to be Approved Financial Products.

Introduced 06/06/05

13.16 VESTING OF TITLE OR OTHER INTERESTS IN THE DEPOSITARY NOMINEE

13.16.1 Vesting arrangements

A Depositary Nominee must make arrangements for the vesting in the Depositary Nominee of either:

(a) Title to Participating International Financial Products; or

(b) an Other Interest in Participating International Financial Products (in which case, "Title" in these Rules 13.14 to 13.29 includes a reference to such Other Interest).

Introduced 11/03/04 Origin SCH 3B.3.1

13.16.2 Recording FDIs on the FDI Register

Subject to Rule 13.24.2, if pursuant to arrangements to which Rule 13.16.1 applies, Title to Participating International Financial Products vests in the Depositary Nominee, the Depositary Nominee must, as soon as reasonably practicable:

(a) give Notice to ASX Settlement that Title to the Participating International Financial Products has vested in the Depositary Nominee; and

(b) record:

  (i) the number of FDIs corresponding to the Participating International Financial Products on the FDI Register; and

  (ii) the information required to be recorded under these Rules in such manner as to identify each Holder of the FDIs on the FDI Register.

Introduced 11/03/04 Origin SCH 3B.3.2 Amended 04/04/05

13.16.3 Transfers of Participating International Financial Products

If a Holder of FDIs, in accordance with its arrangements with a Depositary Nominee, transfers Participating International Financial Products corresponding to the FDIs, then the Depositary Nominee must as soon as reasonably practicable:

(a) cause Title to the quantity of the Participating International Financial Products to be transferred in accordance with the arrangements with the Holder of FDIs;

(b) remove the number of FDIs corresponding to the Participating International Financial Products and if the transfer is for the total number of FDIs for that Holder the name of the Holder from the FDI Register; and

(c) give notice to the Holder of FDIs that the transfer of Participating International Financial Products has been effected.

Subject to Rule 13.19.5, in effecting a transfer of Participating International Financial Products or a Transmutation of FDIs to Participating International Financial Products, the Depositary Nominee may use any Participating International Financial Products of the same issuer and class in respect of which Title is vested in it from time to time and may acquire other Participating International Financial Products of the same issuer and class for the purpose of discharging its obligations to the Holders of FDIs from time to time.

Introduced 11/03/04 Origin SCH 3B.3.3.1, 3B.3.3.2 Amended 04/04/05

13.16.4 Receipt of non Participating International Financial Products

If the Depositary Nominee receives financial products that are not Participating International Financial Products, it must:

(a) not record FDIs corresponding to those financial products on the FDI Register unless those financial products are declared to be Participating International Financial Products under Rule 13.15; and

(b) transfer the financial products to the person entitled to those financial products or to its designated agent or nominee.

Introduced 11/03/04 Origin SCH 3B.3.3.4 Amended 06/06/05

13.16.5 Disposal of non Participating International Financial Products

If, after reasonable endeavours, the Depositary Nominee is unable to effect a transfer under Rule 13.16.4 to the person entitled to those financial products or its designated agent or nominee, the Depositary Nominee is entitled to dispose of the financial products and distribute the net proceeds to that person.

Introduced 11/03/04 Origin SCH 3B.3.3.5 Amended 06/06/05

13.17 TRANSMUTATION

13.17.1 Transmutation of Participating International Financial Products to FDIs

A person who holds Title to Participating International Financial Products may give Notice to the Depositary Nominee requesting the Transmutation of a quantity of those

Participating International Financial Products to FDIs. The Notice must be accompanied by documents evidencing Title to the Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.4.1.1

13.17.2 Actions of Depositary Nominee

Subject to Rule 13.24.2, on receipt of such Notice under Rule 13.17.1 and corresponding documents, the Depositary Nominee must as soon as reasonably practicable:

(a) cause Title to the quantity of Participating International Financial Products specified in the Notice to be vested in the Depositary Nominee;

(b) record:

(i) the FDIs corresponding to the Participating International Financial Products on the FDI Register; and

(ii) the information required to be recorded under these Rules in such manner as to identify each Holder of FDIs on the FDI Register; and

(c) give Notice to the person that the Transmutation has been effected.

Introduced 11/03/04 Origin SCH 3B.4.1.2 Amended 10/06/04

13.17.3 Transmutation of FDIs to Participating International Financial Products

A Holder of FDIs may give Notice to the Depositary Nominee, requesting the Transmutation of a quantity of those FDIs to the corresponding Participating International Financial Products. The Notice must be accompanied by sufficient instructions to enable the Depositary Nominee to transfer the Participating International Financial Products to the Holder of FDIs or its designated agent or nominee.

Introduced 11/03/04 Origin SCH 3B.4.2.1

13.17.4 Actions of Depositary Nominee

On receipt of such Notice and instructions, the Depositary Nominee must within as soon as reasonably practicable:

(a) cause Title to the quantity of the Participating International Financial Products specified in the Notice to be vested in the Holder of FDIs or its designated agent or nominee;

(b) remove the number of FDIs corresponding to the Participating International Financial Products and if the Notice is for the total number of FDIs for that Holder the name of the Holder from the FDI Register; and

(c) give notice to the Holder of FDIs that the Transmutation has been effected.

Introduced 11/03/04 Origin SCH 3B.4.2.2 Amended 04/04/05

13.17.5 Participant may initiate a Transmutation on behalf of a person

A Participant that is authorised by a person to do so, may Transmute Participating International Financial Products to FDIs or FDIs to Participating International Financial

Products on behalf of the person in any circumstance where a Transmutation by that person is permitted under these Rules.

Introduced 11/03/04 Origin SCH 3B.4.3

13.17.6 Transmutation by Depositary Nominee

If, in accordance with its arrangements with a Holder of FDIs, a Depositary Nominee has a right to Transmute FDIs to Participating International Financial Products other than in accordance with this Rule 13.17 then it must:

(a) 3 Business Days prior to effecting the Transmutation, send a Notice to the Holder of FDIs;

(b) as soon as reasonably practicable, cause Title to the quantity of Participating International Financial Products specified in the Notice to be vested in the Holder or its designated agent or nominee;

(c) remove the number of FDIs corresponding to the Participating International Financial Products and if the Notice is for the total number of FDIs the name of the Holder from the FDI Register; and

(d) give Notice to the Holder that the Transmutation has been effected in accordance with this Rule 13.17.6.

Introduced 11/03/04 Origin SCH 3B.4.4 Amended 04/04/05

13.18 CONSEQUENCES OF VESTING TITLE IN THE DEPOSITARY NOMINEE

13.18.1 Trust for Holders of FDIs

When Title to Participating International Financial Products is vested in a Depositary Nominee under these Rules, all right, title and interest in those Participating International Financial Products is held by the Depositary Nominee subject to the right of any person identified, in accordance with these Rules, as a Holder of FDIs in respect of those Participating International Financial Products to receive all direct economic benefits and any other entitlements in relation to those Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.5.1 Amended 17/03/08

13.18.2 Identification of Holders of FDIs

For the purposes of Rule 13.18.1, a person is (subject to any subsequent disposition) entitled to all direct economic benefits and any other entitlements in relation to Participating International Financial Products vested in a Depositary Nominee under these Rules if:

(a) in accordance with these Rules, the Depositary Nominee has recorded the person in the FDI Register as the Holder of FDIs for the corresponding Participating International Financial Products;

(b) in accordance with Rule 13.16.2, the person is entitled to be registered as the Holder of FDIs for the corresponding Participating International Financial Products (in which case, a reference to "Holder" in these Rules 13.14 to 13.29 includes a reference to such persons); or

(c) under Rules 13.17.1 and 13.17.2, the person is the former holder of Participating International Financial Products to which the FDIs relate, or that person's designated agent or nominee (in which case, a reference to "Holder" in these Rules 13.14 to 13.29 includes a reference to such persons).

Introduced 11/03/04 Origin SCH 3B.5.2

13.18.3 Immobilisation of Participating International Financial Products

A Depositary Nominee that holds Participating International Financial Products under these Rules must:

(a) where a Certificate is issued as evidence of Title to those Participating International Financial Products, make arrangements satisfactory to ASX Settlement for any Certificate representing its holding of Participating International Financial Products to be held by the Depositary Nominee or another person for safe keeping;

(b) where the Participating International Financial Products are held on account in or through an Approved Clearing House, ensure that a Segregated Account is maintained in respect of those Participating International Financial Products;

(c) not dispose of any of those Participating International Financial Products unless authorised by these Rules; and

(d) subject to Rule 13.18.4, not create any interest (including a security interest) which is inconsistent with the Title of the Depositary Nominee to the Participating International Financial Products and the interests of the Holders of FDIs in respect of the Participating International Financial Products unless authorised by these Rules.

Introduced 11/03/04 Origin SCH 3B.5.3

13.18.4 Approved Clearing House Security Interests

A Depositary Nominee is permitted to enter into any arrangement with an Approved Clearing House (or custodian or a nominee in relation to holdings in that Approved Clearing House) including, without limitation, where that arrangement involves the creation of an interest (including a security interest) affecting the Title of the Depositary Nominee to the Participating International Financial Products provided that:

(a) the circumstances in which the interest arises relate to the ordinary and usual activities of the Approved Clearing House, custodian or nominee in connection with the Participating International Financial Products; and

(b) the interest arises only in circumstances where the Depositary Nominee has failed to perform an obligation under the terms of its arrangements with the Approved Clearing House, the custodian or nominee.

Introduced 11/03/04 Origin SCH 3B.5.4

13.19 REGISTERS AND PROCESSING OF TRANSMUTATIONS AND TRANSFERS

13.19.1 FDIs not transferable

An FDI is a record of the beneficial interest or Other Interest of the Holder of FDIs in the corresponding Participating International Financial Products.

FDIs cannot be assigned or transferred by the Holder of FDIs to any other person except for the purposes of recording interests in FDIs in accordance with these Rules.

Introduced 11/03/04 Origin SCH 3B.6.1.1

13.19.2 Transfers of FDIs only recognised and registered for recording interests under these Rules

The Depositary Nominee must not recognise transfers of FDIs or register transfers in the FDI Register except for the purposes of recording interests in FDIs in accordance with these Rules.

A transfer of Participating International Financial Products vested in the Depositary Nominee will not be recognised by the Depositary Nominee except in accordance with these Rules.

Note: This means, transfers can only be effected in connection with the purchase or sale of Participating International Financial Products. A change of Controlling Participant in relation to an FDI Holding without a change in beneficial or other interest in the Participating International Financial Product does not constitute a Transfer.

Introduced 11/03/04 Origin SCH 3B.6.1.2, 3B.6.1.3

13.19.3 No right to deal with the Issuer of Participating International Financial Products

Registration of a Holder of FDIs on the FDI Register does not create any right in a Holder, its designated agent or nominee to deal with an issuer of Participating International Financial Products, except to the extent that such a right arises by a holding of a beneficial interest or Other Interest in Participating International Financial Products following a transfer under Rule 13.16.3 or a Transmutation.

Introduced 11/03/04 Origin SCH 3B.6.2

13.19.4 FDI Register

A Depositary Nominee, in which Title to Participating International Financial Products is vested under these Rules, must establish and maintain an FDI Register in Australia. The manner of the establishment and maintenance of the FDI Register is set out in the Procedures.

The FDI Register must be a CHESS Subregister and the whole of the register for FDIs.

Introduced 11/03/04 Origin SCH 3B.6.3

13.19.5 FDI Register must reconcile to Participating International Financial Products

The Depositary Nominee must ensure at all times that the total number of FDIs on the FDI Register reconciles to the total number of Participating International Financial Products in which Title is vested in the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3B.6.4

13.19.6 Right of inspection of FDI Register

The Depositary Nominee must make the FDI Register available for inspection to the same extent and in the same manner as if that register were a register of members of an Australian listed public company.

Introduced 11/03/04 Origin SCH 3B.6.5

13.19.7 Third Party Provider as Agent

If a Depositary Nominee employs or retains a Third Party Provider to establish and maintain an FDI Register then, for the purposes of these Rules, the Third Party Provider is taken to perform those services as the agent of the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3B.6.6 Amended 06/06/05

13.19.8 Delegation of Powers

The Depositary Nominee may, in writing:

(a) delegate its powers to any person for any period;

(b) at its discretion, revoke any such delegation; and

(c) exercise or concur in exercising any power despite the Depositary Nominee or a delegate of the Depositary Nominee having a direct or personal interest in the mode or result of the exercise of that power.

Introduced 11/03/04 Origin SCH 3B.6.7

13.19.9 Indemnity

If a Depositary Nominee or its Third Party Provider registers a Holder of FDIs, or effects a Transmutation of Participating International Financial Products to FDIs or FDIs to Participating International Financial Products other than in accordance with these Rules, it indemnifies:

(a) ASX Settlement;

(b) the beneficial owner of the Participating International Financial Products; and

(c) each Participant;

against all losses, damages, costs and expenses that they or any of them may suffer or incur as a result of the registration of the Holder of FDIs or the Transmutation of Participating International Financial Products to FDIs or FDIs to Participating

International Financial Products not being authorised by the beneficial owner of the Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.6.8

13.19.10 Depositary Nominee not to interfere in Transmutation

Unless otherwise permitted under these Rules, a Depositary Nominee must not refuse or fail to give effect to or otherwise interfere with the processing and registration of:

(a) a Transmutation of Participating International Financial Products to FDIs;

(b) a Transmutation of FDIs to Participating International Financial Products; or

(c) a transfer of Participating International Financial Products in accordance with Rule 13.16.3.

Introduced 11/03/04 Origin SCH 3B.6.9

13.19.11 No Notice of interests by persons that are not Holders of FDIs

For the purposes of all relevant Australian and foreign laws, neither ASX Settlement nor any Depositary Nominee is affected by actual, implied or constructive notice of any interest in FDIs or Participating International Financial Products unless the person is a Holder of FDIs or entitled to be a Holder of FDIs in accordance with these Rules.

Introduced 11/03/04 Origin SCH 3B.6.10

13.19.12 Dealings with Holders of FDIs

A Depositary Nominee may deal with the Holder of FDIs as if, for all purposes, the Holder of FDIs is the absolute beneficial owner of the Participating International Financial Products to which the FDIs relate, without any liability whatsoever to any other person who asserts an interest in the FDIs or in the Participating International Financial Products to which the FDIs relate.

Introduced 11/03/04 Origin SCH 3B.6.11

13.19A TERMINATION OF FDI HOLDING BY THE DEPOSITARY NOMINEE

13.19A.1 Termination of trust over Participating International Financial Products

If approval of FDIs in respect of a class of Participating International Financial Products is revoked by ASX Settlement, the Depositary Nominee may, by resolution of its board of directors, revoke the trust under which it holds the Participating International Financial Products on a date specified in the resolution. The Depositary Nominee must notify the affected Holders of FDIs of the revocation in accordance with the Procedures.

From the date of revocation specified in the resolution:

(a) the Depositary Nominee holds the Participating International Financial Products and any other relevant property on trust for distribution to each Holder of FDIs and otherwise on the same terms as far as practicable as it held

the Participating International Financial Products and other relevant property before such revocation of trust;

(b) the Depositary Nominee may, in its absolute discretion, continue to hold on trust the Participating International Financial Products and any other relevant property for any period determined by the Depositary Nominee instead of distributing that property to the Holder of FDIs and, in doing so, the Depositary Nominee will not be liable for any loss, cost, damage or expense suffered by the Holder of FDIs (except where such loss, cost, damage or expense is directly caused by the Depositary Nominee's actual fraud or dishonesty); and

(c) the Depositary Nominee may appoint a custodian or agent (including the Principal Issuer) for the purpose of holding Participating International Financial Products and any other relevant property (including, without limitation, net proceeds referred to in Rule 13.19A.2(c)) or performing any of its duties relating to the distribution or holding of property or for any other purpose for which a trustee may appoint an agent.

Introduced 17/03/08

13.19A.2 Distribution of Participating International Financial Products and power of sale

If a Depositary Nominee revokes the trust under which it holds a class of Participating International Financial Products in accordance with Rule 13.19A.1:

(a) the Depositary Nominee may, in its absolute discretion, notify the affected Holders of FDIs in accordance with the Procedures of a procedure by which the Participating International Financial Products and any other relevant property will be distributed to Holders;

(b) subject to any law or rule of any financial market where the Participating International Financial Products are listed or quoted, the Depositary Nominee may enter into arrangements with the issuer of the Participating International Financial Products for the purpose of assisting the Depositary Nominee to distribute the Participating International Financial Products and any other relevant property to Holders of FDIs in accordance with the procedure notified by the Depositary Nominee;

(c) if the Depositary Nominee, after taking any steps specified in the Procedures, has been unable to distribute the Participating International Financial Products and any other relevant property to a Holder of FDIs, then the Depositary Nominee may sell the Participating International Financial Products and any other relevant property and hold the net proceeds on trust for distribution to the Holder of FDIs and may, after any period specified by law for holding unclaimed moneys, remit those monies to a regulatory authority in accordance with relevant law; and

(d) where the Depositary Nominee has incurred any fees or expenses as a result of entering into arrangements with the issuer of Participating International Financial Products for the purposes of this Rule 13.19A, the Depositary Nominee is entitled to apportion the fees and expenses among Holders of FDIs on a fair and equitable basis and deduct from the Participating International Financial

Products and any other relevant property held sufficient to reimburse the Depositary Nominee for such fees and expenses.

Introduced 17/03/08

13.19A.3 Exercise of power of sale

In exercising the power of sale in Rule 13.19A.2, the Depositary Nominee may do any of the following:

(a) sell, dispose of, transfer or otherwise deal with the Participating International Financial Products and any other relevant property to any person including without limitation to an associate of any of the issuer of the Participating International Financial Products, the Holder of FDIs or the Depositary Nominee;

(b) effect any sale by a single contract or in separate lots or parcels or in any other manner that the Depositary Nominee may in its absolute discretion think fit, with power to the Depositary Nominee to apportion the sale price and all costs, expenses, purchase money and fees between the Participating International Financial Products so dealt with, provided the apportionment is fair and equitable;

(c) subject to any contrary rule of law or equity, allow a purchaser of the Participating International Financial Products any time for payment of the whole or any part of the purchase money either with interest at any rate or without interest and either upon the security of the property sold or any part or upon any other security or without any security and the conditions of sale may include such special conditions as the Depositary Nominee may in its absolute discretion think fit;

(d) receive and retain the proceeds of any sale and issue receipts in respect of such proceeds; or

(e) sign deeds of sale with respect to the sale of any Principal Financial Product and any other relevant property, execute any other documents, and do any other thing (including without limitation dealing on behalf of the Holder with the issuer of Participating International Financial Products for the purpose of registering the Participating International Financial Products in the name of the Depositary Nominee or in the name of any other person) as may be convenient or required to exercise any of the powers of the Depositary Nominee in this Rule 13.19A or to transfer the rights of such Participating International Financial Products or any other relevant property.

Introduced 17/03/08

13.19A.4 Limitation of liability

If a Depositary Nominee exercises the power of sale in accordance with this Rule 13.19A, the exercise of that power does not involve on the part of the Depositary Nominee:

(a) incurring any personal liability in connection with that exercise or its consequences unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default; and

(b) any breach of duty or trust whatsoever, unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default.

Introduced 17/03/08

13.19A.5 Appointment of custodian or agent

If the Depositary Nominee appoints a custodian or agent in accordance with this Rule 13.19A, the following will apply to such appointment:

(a) the Depositary Nominee may in its absolute discretion appoint one or more persons whom the Depositary Nominee determines to be properly qualified to act as the custodian or agent in respect of the Participating International Financial Products and any other relevant property (including, without limitation, net proceeds referred to in Rule 13.19A.2(c)) ("Relevant Property");

(b) the Depositary Nominee and the custodian or agent must execute a written agreement setting out the terms and conditions in relation to the appointment of the custodian or agent which provides among other things:

(i) that the appointment of the custodian or agent will be subject to such conditions as the Depositary Nominee may from time to time determine, and the Depositary Nominee may delegate to and confer upon the appointed custodian or agent any authorities, powers and discretions as the Depositary Nominee sees fit;

(ii) a representation from the custodian or agent to the Depositary Nominee that it has the skill, facilities, capacity and staff to carry out the duties of a custodian or agent;

(iii) a representation that the custodian or agent agrees to follow any proper instructions or communications from the Depositary Nominee or any relevant regulatory authority in relation to the transfer, disposal or remittance of the Relevant Property;

(iv) for such other matters that by law are required to be specified in the written agreement between the Depositary Nominee and the custodian or agent;

(c) any consideration or fees applying to the provision of custodian or agency services under this Rule 13.19A will be deducted from the Relevant Property by the custodian or agent (or as otherwise determined in accordance with the relevant custody or agency agreement referred to in this Rule 13.19A); and

(d) where the Depositary Nominee appoints a custodian or agent in accordance with this clause 13.19A, the exercise of that power does not involve on the part of the Depositary Nominee:

(i) incurring any personal liability in connection with that exercise or its consequences unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default; and

(ii) any breach of duty or trust whatsoever unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default.

Introduced 17/03/08

13.20 CORPORATE ACTIONS

13.20.1 Application of Rules

The purpose of the following Rules is to ensure that the benefit of Corporate Actions affecting Participating International Financial Products will enure to the benefit of the relevant Holders of FDIs on the Entitlement Date as if they were holders of the corresponding Participating International Financial Products held by a Depositary Nominee under these Rules.

Introduced 11/03/04 Origin SCH 3B.7.1

13.20.2 Entitlement Date

The Entitlement Date in respect of FDIs must correspond, as nearly as possible, to the record date in the relevant foreign jurisdiction (or such other term that is used in the foreign jurisdiction being the date used to identify the person entitled to the benefit of a Corporate Action).

Introduced 11/03/04 Origin SCH 3B.7.2

13.20.3 Distribution of dividends or other distributions to Holders of FDIs

If any dividend or other distribution or other payment is declared, or is otherwise owing in accordance with the terms of issue of the Participating International Financial Products, and is received by the Depositary Nominee, then the Depositary Nominee must:

(a) receive the dividend, distribution or payment on trust for Holders of FDIs; and

(b) where the relevant dividend, distribution or payment is paid wholly or partly in cash, distribute that cash to Holders of FDIs based on the Entitlement Date and otherwise deal with the dividend in accordance with Rule 13.20.6.

Introduced 11/03/04 Origin SCH 3B.7.3

13.20.4 Direction by Depositary Nominee

If permissible under the rules of the issuer of the Participating International Financial Products or the relevant foreign jurisdiction, the Depositary Nominee may direct the issuer of the Participating International Financial Products or another person to distribute any dividend, distribution or payment that would otherwise be payable to the Depositary Nominee, in accordance with these Rules and the payment to Holders of FDIs in accordance with such direction will discharge the obligation of the Depositary Nominee to distribute the dividend, distribution or payment under Rule 13.20.3.

Introduced 11/03/04 Origin SCH 3B.7.4

13.20.5 Payment Obligations

Where a Depositary Nominee makes a payment pursuant to this Rule 13.20, that payment must be made to all Holders of FDIs as soon as reasonably practicable after the payment of cleared funds to the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3B.7.5 Amended 04/04/05

13.20.6 Non-elective Corporate Actions

If a Corporate Action is declared in respect of the Participating International Financial Products (including for example, a bonus issue, rights issue, merger and reconstruction), the Depositary Nominee must:

(a) where the benefits conferred are additional or replacement Participating International Financial Products:

(i) ensure Title to those Participating International Financial Products is vested in the Depositary Nominee;

(ii) record additional or replacement FDIs in the FDI Register in the name of Holders of FDIs based on the Entitlement Date on the same terms as would otherwise have applied if the Holders of FDIs were holders of the Participating International Financial Products;

(b) subject to any arrangements with Holders of FDIs, where the benefits conferred are other financial products (that are not Participating International Financial Products), rights or property, arrange for those benefits to be sold and the proceeds distributed to Holders of FDIs based on the Entitlement Date;

(c) where the benefit conferred is a cash payment (including for example, a cash return of share capital), distribute the proceeds to Holders of FDIs based on the Entitlement Date.

Introduced 11/03/04 Origin SCH 3B.7.6

13.20.7 Elective Corporate Actions

If the Depositary Nominee receives an offer to subscribe for or otherwise acquire additional Participating International Financial Products or other financial products in its capacity as holder of the Participating International Financial Products, it is not obliged to take any action at all, including notifying the Holders of FDIs of that offer, responding in any way to the offer or, if it is renounceable, by disposing of it.

Nothing in this Rule 13.20.7 prevents the Depositary Nominee from entering into an arrangement with Holders of FDIs whereby the benefit of an elective Corporate Action may be made available to the Holder of FDIs including an arrangement contemplated by Rule 13.20.9.

Introduced 11/03/04 Origin SCH 3B.7.7

13.20.8 Dividend reinvestment plans or bonus share plans

The Depositary Nominee has no obligation to accept or participate in any dividend or other distribution reinvestment plan or bonus share plan on behalf of any Holder of FDIs.

Nothing in this Rule 13.20.8 prevents the Depositary Nominee from entering into an arrangement with Holders of FDIs whereby the benefit of a dividend, or other distribution, reinvestment plan or bonus share plan may be made available to the Holder of FDIs including an arrangement contemplated by Rule 13.20.9.

Introduced 11/03/04 Origin SCH 3B.7.8

13.20.9 Exercise of Rights of Holders of FDIs

To the extent the Depositary Nominee agrees to exercise any rights in relation to the Participating International Financial Products under any law (including any right to institute legal proceedings as a holder of Participating International Financial Products), the Depositary Nominee must act in accordance with:

(a) any instruction or other direction given or taken to be given by a Holder of FDIs in accordance with the arrangements with the Depositary Nominee; or

(b) any direction of Holders of FDIs given by ordinary resolution at a meeting of Holders of FDIs convened in accordance with these Rules.

If the Depositary Nominee does not have any instructions or directions from Holders of FDIs, it may take any reasonable action in relation to an elective Corporate Action to confer the benefit of the offer on Holders of FDIs according to Rule 13.20.6, provided that such action does not incur any additional liability to Holders of FDIs.

Introduced 11/03/04 Origin SCH 3B.7.9.1, 3B.7.9.2

13.20.10 Fractional entitlements

If, because of the number of Participating International Financial Products received by the Depositary Nominee as a result of a Corporate Action, a Holder of FDIs would have a fractional entitlement to additional or replacement FDIs, the Depositary Nominee must:

(a) round down the entitlement of the Holder to the nearest whole FDI;

(b) as soon as reasonably practicable, arrange for any surplus Participating International Financial Products to be sold; and

(c) distribute the proceeds to the Holder of FDIs or its designated nominee or agent in accordance with the arrangements between the Depositary Nominee and the Holder.

Introduced 11/03/04 Origin SCH 3B.7.10.1 Amended 04/04/05

13.20.11 Actions by Depositary Nominee in arranging for sale of Participating International Financial Products

In arranging for the sale of Participating International Financial Products pursuant to Rule 13.20.10 and this Rule 13.20.11, the Depositary Nominee:

(a) may aggregate the surplus fractional Participating International Financial Products to which the Holder and all other Holders of FDIs may be entitled; and

(b) arrange for the sale of those aggregated Participating International Financial Products,

remitting the proceeds of sale to the Holder or its designated nominee or agent pro rata, in accordance with the arrangements between the Depositary Nominee and the Holders.

Without limitation, the arrangements between the Depositary Nominee and the Holders may provide for the proceeds to be remitted to a designated nominee or agent of the Holder based on the pro rata aggregated entitlement of all Holders for which that designated nominee or agent acts from time to time.

Note: The designated nominee or agent of the Holder could, for example, be the Holder's Market Participant, or some other third party such as a nominated charity.

Introduced 11/03/04 Origin SCH 3B.7.10.2

13.20.12 Discharge of Depositary Nominee's obligations

Compliance with these Rules discharges the Depositary Nominee's obligation to make the benefit of a Corporate Action available to the Holder of FDIs. Without limitation, the sale of surplus Participating International Financial Products and distribution of proceeds to a Holder or its designated nominee or agent in accordance with Rules 13.20.10 and 13.20.11 discharges any obligation of the Depositary Nominee to issue FDIs or distribute proceeds to Holders in accordance with these Rules or otherwise.

Introduced 11/03/04 Origin SCH 3B.7.11

13.20.13 Processing of Corporate Actions

Unless otherwise agreed with the Depositary Nominee, ASX Settlement must not process any Corporate Action in relation to the Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.7.12.1

13.20.14 Adjustments to outstanding Instructions

ASX Settlement may make adjustments to outstanding Instructions to reflect Corporate Actions in any Participating International Financial Products.

Note: Adjustments to outstanding Instructions under this Rule will be undertaken by ASX Settlement through diary adjustments based on the Entitlement Date for the relevant Corporate Action notified by the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3B.7.12.2

13.21 TAKEOVERS

13.21.1 No obligation on the Depositary Nominee

If a takeover bid is made or announced for all or any of the Participating International Financial Products, the Depositary Nominee has no obligation to do anything in respect of the takeover bid including providing any information or document it receives in connection with that takeover bid to any Holder of FDIs and must not accept the bid except to the extent that acceptance is authorised by Holders of FDIs.

Introduced 11/03/04 Origin SCH 3B.8.1

13.21.2 Acceptance on behalf of Holders of FDIs

Where the Depositary Nominee agrees to act on behalf of Holders of FDIs to accept any takeover bid, it must:

(a) within 5 Business Days after the date of receipt of any documentation relating to the takeover bid from the bidder, send or cause to be sent to each Holder of FDIs registered on the FDI Register corresponding to the date of the bid, copies of the bid documentation, together with any other documents sent to target holders of the Participating International Financial Products; and

(b) ensure that the offer documentation sent to Holders of FDIs includes a Notice in a form satisfactory to ASX Settlement in accordance with the Procedures.

Introduced 11/03/04 Origin SCH 3B.8.2, 04/03/13

13.21.3 Liability of Depositary Nominee

If Rule 13.21.2 applies, the Depositary Nominee has no liability to:

(a) the issuer of the Participating International Financial Products;

(b) beneficial owners of Participating International Financial Products;

(c) Holders of FDIs;

(d) any person claiming an interest in Participating International Financial Products or FDIs; or

(e) the bidder,

with respect to lodging or not lodging takeover acceptances for the whole or any part of the Participating International Financial Products unless it:

(f) acts contrary to a report of a receiving agent or other record of acceptances by Holders of FDIs;

(g) acts negligently or in breach of these Rules; or

(h) negligently fails to lodge the acceptance or acceptances before the close of the offer period.

Introduced 11/03/04 Origin SCH 3B.8.3 Amended 06/06/05

13.21.4 Compulsory acquisition of Participating International Financial Products

If the Participating International Financial Products are compulsorily acquired under a takeover bid, then the Depositary Nominee must:

(a) (i) where the consideration is paid wholly or partly in cash, distribute that payment to Holders of FDIs;

(ii) subject to any arrangements with Holders of FDIs, where the consideration is received in other financial products, rights, property or other benefits, the Depositary Nominee must dispose of those benefits and distribute the proceeds to Holders of FDIs; and

(b) as soon as reasonably practicable, remove the name of the Holder and the number of FDIs corresponding to the Participating International Financial Products from the FDI Register.

Introduced 11/03/04 Origin SCH 3B.8.4 Amended 04/04/05

13.22 VOTING ARRANGEMENTS

13.22.1 Depositary Nominee not obliged to notify Holders of FDIs

A Depositary Nominee is not obliged to notify Holders of FDIs of any meeting of holders of Participating International Financial Products.

The Depositary Nominee is not obliged but may, from time to time, arrange for Holders of FDIs to be provided with copies of any financial statements, annual reports, notices of meetings or any other documents concerning the Participating International Financial Products which are ordinarily sent to holders of the Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.9.1

13.22.2 Depositary Nominee not obliged to vote on behalf of Holders of FDIs

The Depositary Nominee is not obliged to notify, or to exercise on behalf of Holders of FDIs, any voting entitlements in respect of the Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.9.2

13.22.3 Procedure for exercising voting entitlements

Where the Depositary Nominee agrees to exercise on behalf of Holders of FDIs any voting entitlements in respect of the Participating International Financial Products, the Depositary Nominee must only act upon instructions received in accordance with Rules 13.22.4 to 13.22.12.

Introduced 11/03/04 Origin SCH 3B.9.3

13.22.4 Depositary Nominee to notify Holders of FDIs of meeting

If a meeting is convened of holders of Participating International Financial Products vested in a Depositary Nominee, the Depositary Nominee must send a notice of the meeting to each Holder of FDIs at the address recorded in the FDI Register as soon as reasonably practicable after it receives such notice.

Introduced 11/03/04 Origin SCH 3B.9.4

13.22.5 Holders of FDIs may give Directions to Depositary Nominee

If a Depositary Nominee has a right to:

(a) appoint more than one proxy for the purpose of voting at a meeting; and

(b) cast different proxy votes for different parts of the holding of Participating International Financial Products,

the Depositary Nominee must appoint two proxies.

Introduced 11/03/04 Origin SCH 3B.9.5

13.22.6 Proxies to indicate results of resolution

One of the two proxies so appointed in accordance with Rule 13.22.5 must indicate the number of Participating International Financial Products in favour of the resolution described in the proxy, and the second proxy must indicate the number of Participating International Financial Products against the resolution described in the proxy.

Introduced 11/03/04 Origin SCH 3B.9.6

13.22.7 Determining the number of Participating International Financial Products for each proxy

The manner in which the number of Participating International Financial Products is determined for each proxy is by:

(a) taking the number of FDIs in favour of the resolution;

(b) taking the number of FDIs against the resolution; and

(c) entering the resultant number of Participating International Financial Products on the appropriate proxy.

Introduced 11/03/04 Origin SCH 3B.9.7 Amended 06/06/05

13.22.8 Depositary Nominee appointing a single proxy

If the Depositary Nominee can only appoint a single proxy, the Depositary Nominee must:

(a) take the number of FDIs in favour of the resolution;

(b) take the number of FDIs against the resolution;

(c) determine the net voting position either in favour of, or against the resolution; and

(d) enter the resultant number of Participating International Financial Products on the proxy.

Introduced 11/03/04 Origin SCH 3B.9.8

13.22.9 Voting instructions by Depositary Nominee

Where the appointed proxy or proxies are required to vote on multiple resolutions, the Depositary Nominee must instruct the proxy or proxies to vote in such manner as will, in the reasonable opinion of the Depositary Nominee, best represent the wishes of the majority of Holders of FDIs.

Introduced 11/03/04 Origin SCH 3B.9.9

13.22.10 Depositary Nominee must notify Holders of FDIs of their rights

The Depositary Nominee must:

(a) include with the notice of meeting distributed under Rule 13.22.4 a Notice in a form acceptable to ASX Settlement in accordance with the Procedures; and

(b) make appropriate arrangements whereby the Depositary Nominee or its receiving agent will:

(i) collect and process any directions by Holders of FDIs; and

(ii) provide the Depositary Nominee with a report in writing that clearly shows how the Depositary Nominee must exercise its right to vote by proxy at the meeting, in sufficient time to enable the Depositary Nominee to lodge a proxy for the meeting.

Introduced 11/03/04 Origin SCH 3B.9.10

13.22.11 Depositary Nominee may call for a poll

To the extent that it is able to do so, the Depositary Nominee may make or join in any demand for a poll in respect of any matter at a meeting of the issuer of Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.9.11

13.22.12 Meetings of Holders of FDIs

If it is necessary or appropriate for a meeting of Holders of FDIs to be convened for any purpose, including a purpose specified in these Rules, then the Depositary Nominee must convene a meeting according to the rules and procedures that would otherwise apply to a meeting of members of an Australian listed public company as if the FDIs were shares of that company.

Introduced 11/03/04 Origin SCH 3B.9.12

13.22.13 Liability of Depositary Nominee

The Depositary Nominee has no liability to Holders of FDIs or any person claiming an interest in the Participating International Financial Products or FDIs, with respect to any conduct or omission of the Depositary Nominee at or connected with a meeting of holders of Participating International Financial Products, unless the Depositary Nominee:

(a) acts contrary to a report given under Rule 13.22.10;

(b) acts negligently or in breach of these Rules; or

(c) negligently fails to vote or lodge forms of proxy before the close of the period within which proxies for the meeting may be lodged.

Introduced 11/03/04 Origin SCH 3B.9.13

13.23 DEPOSITARY NOMINEE DEALING IN PARTICIPATING INTERNATIONAL FINANCIAL PRODUCTS

13.23.1 Right of Depositary Nominee to deal in Participating International Financial Products

The Depositary Nominee must ensure that it does not deal in the Participating International Financial Products except in accordance with these Rules 13.14 to 13.29.

Introduced 11/03/04 Origin SCH 3B.10.1

13.23.2 Depositary Nominee to acquire Participating International Financial Products

If, as a result of a Depositary Nominee dealing in Participating International Financial Products in accordance with these Rules, the number of Participating International Financial Products vested in the Depositary Nominee is less than the total number of corresponding FDIs on the FDI Register, then the Depositary Nominee must immediately make arrangements to acquire more Participating International Financial Products and ensure that Title to those Participating International Financial Products is vested in the Depositary Nominee in order that the requirements of Rule 13.19.5 are satisfied.

Introduced 11/03/04 Origin SCH 3B.10.2

13.23.3 Depositary Nominee not to hold Participating International Financial Products beneficially

A Depositary Nominee must not hold any Participating International Financial Products beneficially and any Participating International Financial Products in respect of which Title is vested in the Depositary Nominee must be held for the benefit of either:

(a) a Holder of FDIs in accordance with these Rules; or

(b) another person.

Introduced 11/03/04 Origin SCH 3B.10.3

13.24 SUSPENSION OF TRANSMUTATION AND RECORDING OF FDIs

13.24.1 Depositary Nominee may give a suspension notice

A Depositary Nominee may in accordance with arrangements between the Depositary Nominee and Holders of FDIs, from time to time notify such Holders that it will for the period of time specified in the notice:

(a) not affect a Transmutation of Participating International Financial Products to FDIs; and/or

(b) not record FDIs on the FDI Register in respect of Participating International Financial Products in respect of which Title is vested in the Depositary Nominee.

This is a Suspension Notice.

Introduced 11/03/04 Origin SCH 3B.11.1

13.24.2 Certain obligations of Depositary Nominee cease to apply

The obligation of a Depositary Nominee to record FDIs on the FDI Register in accordance with Rule 13.16.2 and/or to affect a Transmutation of Participating International Financial Products to FDIs in accordance with Rule 13.17 ceases to apply for the period stated in the Suspension Notice. A Suspension Notice cannot state any continuous period of greater than one month and/or in any calendar year cannot operate for a period of greater than four months.

Introduced 11/03/04 Origin SCH 3B.11.2

13.24.3 Dealing with Participating International Financial Products during a suspension period

During any period in which Rule 13.24.2 operates as a result of giving of a Suspension Notice, if any Participating International Financial Products are vested in the Depositary Nominee during the suspension period it must deal with those financial products, in accordance with Rule 13.16.4, as if they were not Participating International Financial Products and FDIs corresponding to those Participating International Financial Products will be considered to be not approved during the suspension period.

Introduced 11/03/04 Origin SCH 3B.11.3 Amended 06/06/05

13.25 TAX LAWS

13.25.1 Depositary Nominee to company with Tax laws

The Depositary Nominee:

(a) must use its best endeavours to comply with all applicable Tax laws; and

(b) may, and if obliged by law must, deduct or withhold from any cash dividend or distribution payment otherwise owing to a Holder of FDIs such amount of Tax as required or permitted by law.

The obligations of the Depositary Nominee are subject to all relevant Tax laws.

Introduced 11/03/04 Origin SCH 3B.12.1 to 3B.12.3

13.26 NOTICE

13.26.1 Notice to Holders of FDI's

Any obligation to give a Notice to Holders of FDIs under Rules 13.14 to 13.29 is discharged upon the Depositary Nominee giving Notice to the Holder of FDIs at the address of the Holder of FDIs noted on the FDI Register.

Introduced 11/03/04 Origin SCH 3B.13.1

13.27 GENERAL INDEMNITY

13.27.1 Holder of FDI to indemnify Depositary Nominee

A Holder of FDIs indemnifies the Depositary Nominee against all expenses, losses, damages and costs that the Depositary Nominee may sustain or incur in connection with:

(a) the recording of that Holder's interest in FDIs;

(b) its capacity as holder of Participating International Financial Products for that Holder; and

(c) any act done or required to be done by the Depositary Nominee under Rules 13.14 to 13.29 for that Holder,

provided in each case the Depositary Nominee has acted in accordance with the Rules and the arrangements between the Holder and the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3B.14.1

13.27.2 Set-off, deduction or withholding of moneys by Depositary Nominee

A Depositary Nominee may set-off, deduct or withhold any moneys which it may be or become liable to pay to the Holder under these Rules or otherwise in relation to FDIs or Participating International Financial Products, against any moneys which the Holder may be or become liable to pay to the Depositary Nominee under these Rules (including,

without limitation, this indemnity) or otherwise in relation to FDIs or Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.14.2

13.28 ASX SETTLEMENT APPROVAL REQUIRED FOR RTGS SETTLEMENT

13.28.1 FDI's not eligible for RTGS

Neither Participating International Financial Products nor corresponding FDIs are eligible to be settled in RTGS except with approval of ASX Settlement.

Introduced 11/03/04 Origin SCH 3B.15

13.29 CHANGE IN CONTROLLING PARTICIPANT

13.29.1 Participants not party to ASX World Link Agreement

A Participant which is not a party to the ASX World Link Agreement, may sponsor an FDI Holding. When that Participant sends a Message in CHESS which results in that Participant becoming the Controlling Participant of FDIs, it acknowledges that it has read the Terms and Conditions for FDI Controlling Participants and agrees to be bound by those terms and conditions from the time of sending such CHESS Message.

Introduced 11/03/04 Origin SCH 3B.16.1

13.29.2 Terms and Conditions for FDI Controlling Participants

The Terms and Conditions for FDI Controlling Participants do not form part of the Rules but ASX Settlement may from time to time notify Participants of those Terms and Conditions.

Note: The Terms and Conditions for FDI Controlling Participants and other material relevant to those Terms and Conditions is available on the ASX World Link Website. Those Terms and Conditions are in addition to the CHESS Sponsorship arrangements set out in section 7 of the Rules.

Introduced 11/03/04 Origin SCH 3B.16.2

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