



Coolabah Metals Limited

(ACN 652 352 228)

NOTICE OF GENERAL MEETING AND EXPLANATORY MEMORANDUM

Thursday, 22 June 2023

11:00am WST

Mining Corporate Boardroom, Level 8, 216 St Georges Terrace, Perth WA 6000

This Notice of General Meeting and Explanatory Memorandum should be read in its entirety. If Shareholders are in doubt as to how to vote, they should seek advice from their accountant, solicitor or other professional adviser without delay.

Should you wish to discuss any matter please do not hesitate to contact the Company by telephone on +61 8 9481 0389.

NOTICE OF MEETING

Notice is given that the General Meeting of Shareholders of Coolabah Metals Limited (ACN 652 352 228) (**Company**) will be held at Mining Corporate Boardroom, Level 8, 216 St Georges Terrace, Perth WA 6000 on 22 June 2023 commencing at 11:00am WST.

The Explanatory Memorandum to this Notice provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form form part of this Notice.

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders at 11:00am WST on Tuesday, 20 June 2023.

Terms and abbreviations used in this Notice and Explanatory Memorandum are defined in 3.

AGENDA

1. Resolution 1 – Ratification of Prior Issue of Consideration Securities – Gunpowder Tenement Acquisition

To consider, and if thought fit, pass with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purpose of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 300,000 Shares and 300,000 Performance Rights on the terms and conditions set out in the Explanatory Memorandum.”

Voting Exclusion Statement

The Company will disregard any votes cast in favour of this Resolution by or on behalf of:

- (a) a person (or persons) who participated in the issue or is a counterparty to the agreement being approved (namely the ML Vendors); or
- (b) an Associate of that person (or those persons).

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

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

2. Resolutions 2(a) and 2(b) – Ratification of Prior Issue of Placement Shares

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

"That, for the purpose of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of:

- (a) 4,905,000 Shares under the Company's Listing Rule 7.1 capacity; and
- (b) 5,095,000 Shares under the Company's Listing Rule 7.1A capacity,

on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion Statement

The Company will disregard any votes cast in favour of these Resolutions by or on behalf of a person who participated in the issue or is a counterparty to the agreement being approved (namely the Placement Participants) or an associate of that person or those persons.

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

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

3. Resolution 3 – Approval to issue Consideration Securities – Hampden Acquisition

To consider and if thought fit, pass with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purpose of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of up to 10,000,000 Shares and 5,000,000 Performance Rights to the Hampden Vendors (and/or their nominees) on the terms and conditions set out in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of:

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

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

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

4. Resolution 4 – Approval to issue Lead Manager Options

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

“That, for the purposes of ASX Listing Rule 7.1 and for all purposes, approval is given for the Company to issue up to 4,000,000 Options to the Lead Manager (and/or their nominees) on the terms and conditions set out in the Explanatory Memorandum.”

Voting Exclusion Statement

The Company will disregard any votes cast in favour of this Resolution by or on behalf of:

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

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

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

5. Resolution 5 – Approval to Issue Director Options to David Ward

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

“That for the purposes of ASX Listing Rule 10.11, and for all other purposes, approval is given for the Company to issue 300,000 Director Options to David Ward (and/or his nominees) on the terms and conditions set out in the Explanatory Memorandum.”

Voting Exclusion

The Company will disregard any votes cast in favour of: Resolution 5 by or on behalf of:

- (i) David Ward (and/or his nominees) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the entity); or
- (ii) an Associate of that person or those persons;

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

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

- (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition Statement

In accordance with section 224 of the Corporations Act, a vote on this Resolution must not be cast (in any capacity) by or on behalf of a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party (**Resolution 5 Excluded Party**). However, this prohibition does not apply if the vote is cast by a person as proxy appointed by writing that specifies how the proxy is to vote on the Resolution and it is not cast on behalf of a Resolution 5 Excluded Party.

In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on these Resolution if:

- (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and
- (b) the appointment does not specify the way the proxy is to vote on the Resolution.

Provided the Chair is not a Resolution 5 Excluded Party, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

Dated 22 May 2023

BY ORDER OF THE BOARD



Alan Armstrong
Company Secretary

EXPLANATORY MEMORANDUM

1. Introduction

This Explanatory Memorandum has been prepared for the information of Shareholders of the Company in connection with the business to be conducted at the Meeting to be held at Mining Corporate Boardroom, Level 8, 216 St Georges Terrace, Perth WA 6000 on Thursday, 22 June 2023 commencing at 11:00am WST.

This Explanatory Memorandum should be read in conjunction with and forms part of the accompanying Notice. The purpose of this Explanatory Memorandum is to provide information to Shareholders in deciding whether or not to pass the Resolutions in the Notice.

A Proxy Form is located at the end of the Explanatory Memorandum.

2. Action to be taken by Shareholders

Shareholders should read the Notice and this Explanatory Memorandum carefully before deciding how to vote on the Resolutions.

2.1 Proxies

A Proxy Form is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a proxy) to vote in their place. All Shareholders are invited and encouraged to participate in the Meeting via virtual means or attend in person, and are encouraged to lodge a directed Proxy Form to the Company in accordance with the instructions thereon. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting via virtual means or voting at the Meeting in person.

Please note that:

- (a) a member of the Company entitled to attend via virtual means/ or in person and vote at the Meeting is entitled to appoint a proxy;
- (b) a proxy need not be a member of the Company; and
- (c) a member of the Company entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half of the votes.

Shareholders and their proxies should be aware that:

- (a) if proxy holders vote, they must cast all directed proxies as they are directed to; and
- (b) any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

Further details are set out below.

Proxy vote if appointment specifies way to vote

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, if it does:

- (a) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed); and
- (b) if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands; and
- (c) if the proxy is the Chair of the meeting at which the resolution is voted on – the proxy must vote on a poll, and must vote that way (i.e. as directed); and
- (d) if the proxy is not the Chair – the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (i.e. as directed).

Transfer of non-chair proxy to Chair in certain circumstances

Section 250BC of the Corporations Act provides that, if:

- (a) an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members; and
- (b) the appointed proxy is not the Chair of the meeting; and
- (c) at the meeting, a poll is duly demanded, or is otherwise required under section 250JA, on the question that the resolution be passed; and
- (d) either of the following applies:
 - (i) if a record of attendance is made for the meeting - the proxy is not recorded as attending;
 - (ii) the proxy does not vote on the resolution,

the Chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

The enclosed Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

2.2 Corporate Representatives

A corporation may appoint an individual as a representative to exercise its powers as Shareholder or as a Shareholder's proxy. The representative must bring to the Meeting evidence of his or her appointment, including any authority under which it is signed, unless it has been previously given to the Company's share registry.

2.3 Submit your Proxy Vote Online

Vote online at <https://investor.automic.com.au/#/loginsah> and simply follow the instructions on the enclosed proxy form.

Or alternatively:

2.4 Submit your Proxy Vote by Paper

If you do not wish to vote online, then it is necessary to complete in accordance with the detailed instructions set out on the enclosed Proxy Form.

The return of your completed form (ONLY if you do NOT vote online) can be done by one of the following ways:

BY MAIL	Automic Pty Limited GPO Box 5193 Sydney NSW 2001
IN PERSON	Automic Pty Limited Level 5, 126 Phillip Street Sydney NSW 2000
BY EMAIL	meetings@automicgroup.com.au
BY FAX	+ 61 2 8583 3040
BY MOBILE	Scan the QR Code on your proxy form and follow the prompts

3. Resolution 1 – Ratification of Prior Issue of Consideration Securities – Gunpowder Tenement Acquisition

3.1 Background

As announced on 14 November 2022, the Company entered into a binding heads of agreement with 3 individuals (Trevor James Sutton, Leo Anthony Murphy and John George Sourrys (**ML Vendors**)) to acquire a 100% interest in two (2) granted mining leases (ML 5571 and ML 5572 (**Mining Leases**) located 45km north-west of Mount Isa) (refer to the Announcements made on the ASX Platform dated 14 November 2022 and 21 November 2022 for further information on the Mining Leases) (**ML Acquisition Agreement**).

A summary of the material terms of the ML Acquisition Agreement is set out in Schedule 3.

In consideration for acquiring the Mining Leases:

- (a) the Company agreed to:
 - (i) a cash payment to AUD\$25,000 to the ML Vendors (or their nominees);
 - (ii) issue 300,000 Shares to ML Vendors (or their nominees) (being **ML Consideration Shares**); and
 - (iii) issue 300,000 Performance Rights (which convert into Shares subject to satisfaction of a performance milestone in relation to the Mining Leases) to ML Vendors (or their nominees) (being **ML Performance Rights**);
- (b) the ML Vendors agreed to transfer its 100% legal and beneficial interest in the Mining Leases.

The ML Acquisition Agreement otherwise contains terms and conditions considered standard for an agreement of this nature.

On 12 December 2022, the Company completed the acquisition of the Mining Leases and issued the ML Consideration Shares and on the same date provided notification regarding the ML Performance Rights (these were later converted into Shares as per the Company's announcement on the ASX platform dated 30 March 2023). Accordingly, Resolution 1 seeks Shareholder approval pursuant to Listing Rule 7.4 to ratify the issue of the ML Consideration Shares and ML Performance Rights (collectively, the **ML Consideration Securities**).

3.2 ASX Listing Rule 7.1

Broadly speaking, and subject to a number of exceptions which are contained in Listing Rule 7.2 (which do not apply in the circumstance of this Resolution), Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that period. The issue of the ML Consideration Shares and ML Performance Rights (as defined in Section 3.1(a)) does not fit within any of the exceptions in Listing Rule 7.2 and, as it has not yet been approved by the Company's Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the issue date.

3.3 ASX Listing Rule 7.4

Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of equity securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further equity securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. To this end, Resolution 1 seeks Shareholder approval for the ratification of the issue of the ML Consideration Securities under and for the purpose of Listing Rule 7.4.

3.4 Technical information required by Listing Rule 14.1A

If Resolution 1 is passed, the ML Consideration Securities will be excluded in calculating the Company's 15% placement capacity under Listing Rule 7.1, effectively increasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the issue date.

If Resolution 1 is not passed, the ML Consideration Securities will be included in calculating the Company's 15% placement capacity Listing Rule 7.1, effectively decreasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the issue date

3.5 Technical information required by ASX Listing Rule 7.5

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to Resolution 1:

- (a) the ML Consideration Securities were issued to the ML Vendors who are not related parties of the Company and have no association with the Company;
- (b) a total of 300,000 Shares and 300,000 Performance Rights (which have subsequently been converted as of 30 March 2023) were issued to the ML Vendors pursuant to the Company's placement capacity under Listing Rule 7.1;
- (c) the ML Consideration Shares were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing ordinary Shares. A summary of the material terms of the ML Performance Rights have been set out in Schedule 2;
- (d) the ML Consideration Shares were issued on 12 December 2022. The Company provided notice of the ML Performance Rights being quoted on the same date, however the ML Performance Rights have since been converted to Shares on 30 March 2023;

- (e) the ML Consideration Shares were issued at a deemed issue price of \$0.095 per Share and the ML Performance Rights were issued at a deemed issue price of \$0.0001 per security;
- (f) No funds were raised from the issue of the ML Consideration Shares and ML Performance Rights. ML Consideration Securities were issued under the ML Acquisition Agreement as consideration for the Company's acquisition of the Mining Leases;
- (g) the ML Consideration Securities were issued under the ML Acquisition Agreement, a summary of which has been set out in Schedule 3;
- (h) the ML Consideration Securities were not being issued under, or to fund, a reverse takeover; and
- (i) a voting exclusion is included in this Notice.

3.6 Board Recommendation

The Directors of the Company believe Resolution 1 is in the best interests of the Company and its Shareholders and unanimously recommend that the Shareholders vote in favour of this Resolution.

4. Resolutions 2(a) and 2(b) – Ratification of Prior Issue of Placement Shares

4.1 Background – Placement

On 2 May 2023, the Company announced it was undertaking a capital raising of \$1,000,000 (before costs) (**Placement**), through the issue of 10,000,000 Shares (**Placement Shares**) to sophisticated and professional investors at an issue price of \$0.10 per new Share.

The Placement Shares were issued pursuant to the Company's existing capacity under Listing Rules 7.1 and 7.1A as follows:

- (a) 4,905,000 Placement Shares issued pursuant to the Company's existing capacity available under Listing Rule 7.1; and
- (b) 5,095,000 Placement Shares issued pursuant to the Company's existing capacity available under Listing Rule 7.1A.

4.2 Purpose and Use of Funds

The Company has confirmed the funds raised from the Placement will primarily be used to explore the three projects located in the James Bay region of Ontario and Quebec, Canada (being the Corvette Central Project, La Grande Project and Mago North Project (collectively, the **Canadian Projects**). As part of completing works on the Canadian Projects, the Company will undertake mapping, sampling and drilling.

In addition to exploring the Canadian Projects, the Company also intends to continue exploring its tenements in New South Wales and Queensland comprising the Nymagee Project (NSW), Coolabah Project (NSW), Cannington Project (Qld) and Gunpowder Creek Project (QLD). Further, the Company has also confirmed the funds raised from the Placement will be used to cover the costs of the Placement and supplement its working capital.

4.3 ASX Listing Rules 7.1 and 7.1A

A summary of Listing Rule 7.1 is set out in Section 3.2 above.

Listing Rule 7.1A enables eligible entities to issue equity securities up to 10% of its issued share capital through placements over a 12 month period after the annual general meeting at which the Shareholders approve the 10% placement facility. The 10% placement facility is in addition to the Company's 15% placement capacity under Listing Rule 7.1.

4.4 ASX Listing Rule 7.4

A summary of Listing Rule 7.1 is set out in Section 3.3 above.

The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. To this end, Resolution 2(a) and 2(b) seek Shareholder approval for the ratification of the issue of the Placement Shares under and for the purpose of Listing Rule 7.4.

4.5 Technical Information required by Listing Rule 14.1A

If Resolutions 2(a) and 2(b) are passed, the Placement Shares issued will be excluded in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively increasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the issue date.

If Resolutions 2(a) and 2(b) are not passed, the Placement Shares issued will be included in calculating the Company's 25% limit in Listing Rules 7.1 and 7.1A, effectively decreasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the issue date.

4.6 Technical information required by ASX Listing Rule 7.5

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to Resolutions 2(a) and 2(b):

- (a) the Placement Shares were issued to sophisticated and professional investors who are clients and contacts of the Lead Manager, none of whom are related parties, members of Key Management Personnel or substantial holders of the Company (nor Associates of any of these persons) holding more than 1% of the Company's current issued capital;
- (b) a total of 10,000,000 Placement Shares were issued:
 - (i) 4,905,000 Placement Shares issued pursuant to the Company's existing capacity available under Listing Rule 7.1; and
 - (ii) 5,095,000 Placement Shares issued pursuant to the Company's existing capacity available under Listing Rule 7.1A.
- (c) the Placement Shares issued were all fully paid ordinary shares in the capital of the Company and issued on the same terms and conditions as the Company's existing Shares;
- (d) the Placement Shares were issued on or around 28 June 2023;
- (e) the issue price was \$0.10 per Placement Share;
- (f) the purpose of the Placement has been detailed in Section 4.2 above;
- (g) the Placement Shares were not issued under an agreement; and

- (h) a voting exclusion statement is set out in the Notice, which precludes any persons who participated in the issue Placement Shares and their associates from voting on Resolutions 2(a) and 2(b).

4.7 Board Recommendation

The Directors of the Company believe Resolutions 2(a) and 2(b) are in the best interests of the Company and its Shareholders and unanimously recommend that the Shareholders vote in favour of those Resolutions.

5. Resolution 3 – Approval to issue Consideration Securities – Hampden Acquisition

5.1 Background

As announced 2 May 2023, the Company and the shareholders of Hampden (**Vendors**) entered into a binding heads of agreement (**Heads of Agreement**), for the Company to acquire 100% of the issued share capital of Hampden Lithium Pty Ltd (ACN 665 987 511) (**Hampden**) for the purpose of acquiring a 100% interest in the Canadian Projects and associated mining information (together, the **Assets**) (**Acquisition**).

The material terms of the Heads of Agreement are set out in Schedule 4.

In consideration for the Acquisition, the Company agreed to issue the Vendors (and/or its nominees) the following:

- (a) a total of 10,000,000 fully paid ordinary shares in the capital of the Company (**Consideration Shares**); and
- (b) a total of 5,000,000 performance rights which convert into shares (on a 1:1 basis) upon the Company announcing assay results from rock chip samples collected in-situ from any of the Assets, which record a grading of at least 1% Li₂O (**Consideration Performance Rights**), collectively, the **Consideration Securities**.

Resolution 3 seeks shareholder approval to issue the Consideration Securities to the Vendors.

5.2 ASX Listing Rule 7.1

A summary of ASX Listing Rule 7.1 is set out in Section 3.2 above.

5.3 Technical Information required by Listing Rule 14.1A

If Resolution 3 is passed, the Consideration Securities will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the issue date.

If Resolution 3 is not passed, the Company will not be able to issue the Consideration Securities.

5.4 Technical Information required by ASX Listing Rule 7.3

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to Resolution 3:

- (a) the Consideration Securities were issued to the Vendors (and/or their nominees). None of the recipients of the Consideration Securities are related parties, members of Key Management Personnel or substantial holders of the Company (nor Associates of any of these persons);
- (b) a maximum of 10,000,000 Shares and 5,000,000 Performance Rights can be issued to the Vendor under Resolution 3;
- (c) the Consideration Shares to be issued will all be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares. The Consideration Performance Rights will be issued on the terms set out in Schedule 5;
- (d) the Consideration Securities will be issued no later than three (3) months after the date of the Meeting and it is intended that the issue will occur on the same date. The Consideration Performance Rights will vest in the Company upon satisfaction of the milestone set out in Section (c) of Schedule 5;
- (e) no funds will be raised from the issue of the Consideration Securities. The Consideration Shares will be issued as consideration for the Acquisition (at a deemed issue price of \$0.10 (10 cents) per Share);
- (f) the purpose of the issuing the Consideration Securities is to satisfy the Company's obligations under the Acquisition Agreement;
- (g) a summary of the material terms of the Heads of Agreement is set out in Schedule 4;
- (h) the Consideration Securities are not being issued under, or to fund, a reverse takeover; and
- (i) a voting exclusion statement is included in Resolution 3 of this Notice.

5.5 Board Recommendation

The Directors of the Company believe Resolution 3 is in the best interests of the Company and its Shareholders and unanimously recommend that the Shareholders vote in favour of this Resolution.

6. Resolution 4 – Approval to issue Lead Manager Options

6.1 General

6.1.1 Lead Manager Mandate

The Placement was managed by CPS Capital Group Pty Ltd (ACN 088 055 636) (**Lead Manager**) who pursuant to the terms of a capital raising and corporate advisory engagement with the Company (**Lead Manager Mandate**) will receive the following fees in respect of the Placement:

- (a) (**Capital Raising Fee**): The Company will pay the Lead Manager a fee of 6% of the total funds raised from the Placement (representing a cash fee of approximately \$60,000); and
- (b) (**Options**): The Company will issue 4,000,000 listed Options to the Lead Manager (and/or their nominees) exercisable at \$0.20, expiring on 12 December 2025. The Company is seeking shareholder approval for the issue of the Lead Manager Options under Resolution 4.

The Lead Manager Mandate otherwise contains terms considered standard for an agreement of this nature.

Resolution 4 seeks Shareholder approval for the issue of 4,000,000 listed Options to the Lead Manager (and/or their nominees) (**Lead Manager Options**).

6.2 ASX Listing Rule 7.1

A summary of ASX Listing Rule 7.1 is set out in Section 3.2 above.

6.3 Technical Information required by ASX Listing Rule 14.1A

If Resolution 4 is passed, the Company will be able to proceed with the issue of the Lead Manager Options to the Lead Manager (and/or their nominees). In addition, the issue of the Lead Manager Options will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities it can issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 4 is not passed, the Company will not be able to proceed with the issue of the Lead Manager Options to the Lead Manager.

6.4 Technical Information required by ASX Listing Rule 7.3

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to this Resolution:

- (a) the Lead Manager Options will be issued to the Lead Manager (and/or their nominees), none of whom are related parties, members of Key Management Personnel or substantial holders of the Company (nor Associates of any of these persons);
- (b) the maximum number of Lead Manager Options to be issued to the Lead Manager (and/or their nominee) is 4,000,000 Options;
- (c) the Lead Manager Options will be issued on the terms and conditions specified in Schedule 6;
- (d) the Lead Manager Options will be issued no later than 3 months after the date of the Meeting and it is intended that allotment will occur on the same date, being the completion of the Placement;
- (e) the Lead Manager Options will be issued for nil cash consideration and are being issued as part of the consideration for the services provided by the Lead Manager in respect of the Placement and services under the Lead Manager Mandate. Accordingly, no funds will be raised from the issue of the Lead Manager Options;
- (f) the issue of the Lead Manager Options are issued pursuant to the Lead Manager Mandate, the key terms of which are set out in Section 6.1;
- (g) the Lead Manager Options are not being issued under, or to fund, a reverse takeover; and
- (h) a voting exclusion statement is included for Resolution 4 of the Notice.

6.5 Board Recommendation

The Directors believe Resolution 4 is in the best interest of the Company and its Shareholders and unanimously recommend that the Shareholders vote in favour of this Resolution.

7. Resolution 5 – Approval to Issue Director Options to David Ward

7.1 General

Resolution 5 seeks the approval of Shareholders for the issue of a total of 300,000 Options (exercisable at \$0.20 on or before 12 December 2025) to David Ward (Director Options) in accordance with Listing Rule 10.11.

The Director Options are being issued to incentivise and reward mr Ward in his role as a Director.

7.2 Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act regulates the provision of financial benefits to related parties by a public company. Section 208 of the Corporations Act prohibits a public company giving a financial benefit to a related party of that public company unless one of a number of exceptions applies.

A “financial benefit” is defined in the Corporations Act in broad terms and includes the issue of securities. For the purpose of the General Meeting, a related party includes a director of the Company.

For the purposes of Chapter 2E of the Corporations Act, the Directors are related parties of the Company by virtue of the fact that they are Directors of the Company.

Section 208 of the Corporations Act provides that for a public company, or an entity that a public company controls, to give a financial benefit to a related third party of the public company, the public company or entity must:

- (a) obtain the approval of the public company’s members in the manner set out in Sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in Sections 210 to 216 of the Corporations Act.

The Directors (other than David Ward who has a material personal interest in the Resolution) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the grant of Director Options because the agreement to grant the Director Options is considered reasonable remuneration in the circumstances and was negotiated on an arm's length basis.

7.3 ASX Listing Rule 14.1A

If Resolution 5 is passed, the Company will be able to proceed with issuing 300,000 Director Options. This will occur within one (1) month after the date of the Meeting (or such later date as permitted by an ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue of the Director Options (because approval is being obtained under Listing Rule 10.11), the issue of the Director Options will not use up any of the Company’s 15% placement capacity under Listing Rule 7.1.

If Resolution 5 is not passed, the Company will not be able to proceed with the issue of the 300,000 Director Options to David Ward and the Company may consider alternative forms of remuneration in lieu of such issue.

7.4 ASX Listing Rule 10.11

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

- (a) a Related Party;
- (b) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the Company;
- (c) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;
- (d) an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3; or
- (e) a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains the approval of its shareholders.

As David Ward's participation by way of being issued the Director Options involves the issue of Options to Related Parties of the Company, Shareholder approval pursuant to ASX Listing Rule 10.11 is required unless an exception applies. It is the view of David Ward that the exceptions set out in ASX Listing Rule 10.12 do not apply in the current circumstances.

7.5 Technical Information required by Listing Rule 10.13

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to Resolution 5:

- (a) 300,000 Director Options will be issued to David Ward (and/or his nominees);
- (b) David Ward falls within the category of Listing Rule 10.11.1 by virtue of being Directors of the Company;
- (c) 300,000 Director Options to be issued David Ward (and/or his nominees) pursuant to Resolution 5;
- (d) a summary of the material terms of the Director Options is set out in Schedule 6;
- (e) the Director Options will be granted to David Ward no later than one (1) month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the ASX listing Rules) and it is anticipated the Director Options will be allocated on one date;
- (f) the Director Options will be issued for nil cash consideration and accordingly no funds will be raised. The Company will not receive any consideration in respect of the issue of the Director Options (other than in respect of funds received on exercise of the Director Options);
- (g) the purpose of the issue is to incentivise and reward David Ward;
- (h) the remuneration from the Company to David Ward and his associates for the prior financial year and the proposed remuneration for the current financial year are set out below:

Related Party	Current Financial Year (ending 30 June 2023) ¹	Prior Financial year (ending 30 June 2022) ¹
David Ward	\$48,000	\$48,000

Notes:

1. Excluding superannuation.

- (i) the Director Options are not being issued under any agreement; and
- (j) a voting exclusion statement is included for Resolution 5 of this Notice.

Schedule 1– Definitions

In this Notice and the Explanatory Memorandum:

\$ means Australian Dollars.

Acquisition has the meaning given to it in Section 5.1 of the Explanatory Memorandum.

Associate has the meaning given in sections 12 and 16 of the Corporations Act. Section 12 is to be applied as if paragraph 12(1)(a) included a reference to the Listing Rules and on the basis that the Company is the “designated body” for the purposes of that section. A related party of a director or officer of the Company or of a Child Entity of the Company is to be taken to be an associate of the director or officer unless the contrary is established.

ASX means ASX Limited (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX.

Board means the board of Directors.

Business Day means:

- (a) for determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth.

Canadian Projects has the meaning given to it in Section 4.2 of the Explanatory Memorandum.

Chair means the person appointed to chair the Meeting convened by this Notice.

Closely Related Party means:

- (a) a spouse or child of the member; or
- (b) has the meaning given in section 9 of the Corporations Act.

Company means Coolabah Metals Limited (ACN 652 352 228).

Consideration Shares has the meaning given to it in Section 5.1(a) of the Explanatory Memorandum.

Constitution means the constitution of the Company as at the commencement of the Meeting.

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

Director means a director of the Company.

Explanatory Memorandum means the explanatory memorandum attached to the Notice.

Heads of Agreement has the meaning given to it in Section 5.1 of the Explanatory Memorandum.

Lead Manager has the meaning given to it in Section 6.1 of the Explanatory Memorandum.

Lead Manager Options has the meaning given to it in Section 6.1 of the Explanatory Memorandum.

Key Management Personnel means persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise) of the Company.

Lead Manager Mandate has the meaning given to it in Section 6.1 of the Explanatory Memorandum.

Listing Rules or **ASX Listing Rules** means the listing rules of ASX.

Meeting or **General Meeting** has the meaning in the introductory paragraph of the Notice.

ML Acquisition Agreement has the meaning given to it in Section 3.1 of the Explanatory Memorandum.

ML Consideration Securities has the meaning given to it in Section 3.1 of the Explanatory Memorandum.

Notice means this notice of meeting.

Performance Rights has the meaning given to in

Placement has the meaning given to it in Section 4.1 of the Explanatory Memorandum.

Placement Shares has the meaning given to it in Section 4.1 of the Explanatory Memorandum.

Proxy Form means the proxy form attached to the Notice.

Related Party has the meaning set out in the ASX Listing Rule 10.11.

Resolution means resolution contained in the Notice.

Schedule means a schedule to this Notice.

Section means a section contained in this Explanatory Memorandum.

Share means a fully paid ordinary share in the capital of the Company.

Shareholder means a shareholder of the Company.

WST means Western Standard Time, being the time in Perth, Western Australia.

In this Notice and the Explanatory Memorandum words importing the singular include the plural and vice versa.

Schedule 2 – Terms and Conditions of ML Performance Rights

The terms and conditions of the ML Performance Rights are set out below:

(a) **Grant Price**

Each ML Performance Right will be granted by the Company for nil cash consideration.

(b) **Rights**

- (i) The ML Performance Rights do not carry any voting rights in the Company.
- (ii) The ML Performance Rights do not confer on the holder the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to shareholders. Holders of ML Performance Rights do not have the right to attend general meetings of shareholders.
- (iii) The ML Performance Rights do not entitle the holder to any dividends.
- (iv) The ML Performance Rights do not confer any right to participate in the surplus profits or assets of the Company upon winding up of the Company.
- (v) The ML Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (vi) In the event the issued capital of the Company is reconstructed, all rights of a holder will be changed to the extent necessary to comply with the ASX Listing Rules and Corporations Act at the time of reorganisation provided that, subject to compliance with the ASX Listing Rules and Corporations Act, following such reorganisation the economic and other rights of the holder are not diminished or terminated.
- (vii) Subject always to the rights under paragraph (b)(vi), a Performance Right does not entitle the holder (in its capacity as a holder of a Performance Right) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
- (viii) The ML Performance Rights give the holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

(c) **Conversion**

- (i) The ML Performance Rights immediately vest and becomes exercisable by the holder into fully paid ordinary shares in the capital of the Company (**Conversion Shares**) on a one for one basis upon and subject to the Company providing written notice (**Vesting Notice**) to the holder that the Company has satisfied the performance condition (**Condition**) by the expiry date (**Expiry Date**), set out below:

Number	Condition	Expiry Date
300,000	The Company completing a reverse circulation or diamond drilling program within ML5571 or ML5572, or within a 500m radius of ML5572, which results in the return of a gold intercept equal to or greater	12 months from the date of issue of the ML Performance Rights

	<p>than 25 GM (gram meters).</p> <p>Intercept will be the weighted average Au grade with a cut-off of 0.5g/t and a maximum internal dilution of 2m.</p> <p>GM = The calculated intercept of Au multiplied by the length of the interval in meters.</p>	
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- (ii) In order to exercise the ML Performance Rights into Conversion Shares following receipt of a Vesting Notice, the holder must provide written notice (**Exercise Notice**) to the Company of its election to exercise the Class into the Conversion Shares. The holder must pay \$0.001 upon exercise for each Performance Right (**Exercise Price**). The ML Performance Rights may only be exercised into Conversion Shares once.
 - (iii) Despite any other provision, the exercise of any ML Performance Rights is subject to the Company obtaining any required shareholder or regulatory approval for the purpose of issuing the Conversion Shares. If exercise of all or part of the ML Performance Rights would result in any person being in contravention of section 606(1) of the *Corporations Act 2001* (Cth) (Corporations Act) then the exercise of each Performance Right that would cause the contravention will be deferred until such time or times that the exercise would not at a later date result in a contravention of section 606(1) of the Corporations Act. The holder must give prior written notice to the Company if it considers that the exercise of all or part of its ML Performance Rights may result in the contravention of section 606(1) of the Corporations Act, failing which the Company will be entitled to assume that the exercise of the ML Performance Rights under these terms will not result in any person being in contravention of section 606(1) of the Corporations Act.
 - (iv) Each Conversion Share will rank equally with a fully paid ordinary share in the capital of the Company.
 - (v) The ML Performance Rights will not be quoted on any securities exchange and the Company will not make an application for quotation in respect of them. However, if the Company is listed on the ASX at the relevant time, the Company must apply for quotation of any Conversion Shares on the ASX in accordance with the Listing Rules, subject always to the requirements of the Listing Rules, including those relating to escrow and the cleansing requirements under the Corporations Act.
- (d) **Expiry**
- ML Performance Rights will automatically be deemed to be terminated and cancelled by the Company for nil cash consideration in the event:
- (i) the holder ceases to be employed, or their engagement is discontinued (for whatever reason), with the Company, unless the Board otherwise determines in its discretion; or
 - (ii) they have not otherwise been validly exercised into Conversion Shares on or before the earlier of the relevant Expiry Date.
- (e) **Transferability**
- The ML Performance Rights are not transferable.
- (f) **Compliance with the law**
- (i) Despite anything else contained in these terms, if the Corporations Act, Listing Rules

or Constitution prohibits an act being done, that act must not be done.

- (ii) Nothing contained in these terms prevents an act being done that the Corporations Act, Listing Rules or Constitution require to be done.
 - (iii) If the Corporations Act, Listing Rules or Constitution conflict with these terms, or these terms do not comply with the Corporations Act, Listing Rules or the Constitution, the holder authorises the Company to do anything necessary to rectify such conflict or non-compliance, including but not limited to unilaterally amending these terms.
 - (iv) The terms of the ML Performance Rights may be amended as necessary by the directors of the Company in order to comply with the Listing Rules, or any directions of ASX regarding the terms in order to comply with the Listing Rules.
 - (v) Any reference to the Listing Rules in these terms and conditions is to be complied with only where the Company is admitted to the official list of ASX at the relevant time.
- (g) **Control Event**
- (i) A change of control event (Control Event) occurs where:
 - (A) an offer is made for Shares pursuant to a takeover bid under Chapter 6 of the Corporations Act and is, or is declared, unconditional and the person making the takeover bid has a relevant interest in 50% or more of the Company's Shares;
 - (B) the Court sanctions under Part 5.1 of the Corporations Act a compromise or arrangement relating to the Company or a compromise or arrangement proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies; or
 - (C) any person acquires a relevant interest in 50.1% or more of the Shares in the Company by any other means.
 - (ii) All the ML Performance Rights on issue shall automatically vest (without the need for any Vesting Notice) and become exercisable by the holder into Conversion Shares upon the occurrence of a Control Event. Following which, the holder can exercise the ML Performance Rights into a Conversion Share in accordance with paragraph (c)(ii).
 - (iii) The automatic conversion shall only occur if the relevant Control Event is triggered by a person who does not control the entity at the time the ML Performance Rights were issued.

Schedule 3 – Summary of Material Terms of ML Acquisition Agreement

The material terms of the ML Acquisition Agreement are set out below:

- (a) **(Consideration)**: Subject to satisfying the Conditions Precedent, the Company agreed to pay the ML Vendors (and/or its nominee) the following consideration:
 - (i) AUD\$25,000 cash consideration;
 - (ii) 300,000 Shares in the Company at a deemed issue price of \$0.095 per ML Consideration Share; and
 - (iii) 300,000 ML Performance Rights which convert to Shares upon the Company completing a reverse circulation or diamond drilling program within ML5571 or ML5572, or within a 500m radius of ML5572, which results in the return of a gold intercept equal to or greater than 25 GM (gram meters).
- (b) **(Conditions Precedent)**: The acquisition of the Mining Leases was subject to and conditional upon the following material conditions precedent:
 - (i) completion of due diligence by the Company on the Mining Leases to the satisfaction of the Company; and
 - (ii) the Parties obtaining all necessary third-party consents and approvals (if any) to lawfully complete the matters set out in the ML Acquisition Agreement.

The ML Acquisition Agreement otherwise contains terms and conditions standard for an agreement of this nature.

Schedule 4 – Summary of Material Terms of Hampden Acquisition Agreement

The material terms of the Heads of Agreement are set out below:

- (a) **(Consideration)**: Subject to satisfaction or waiver of the condition's precedent, the Company has agreed to issue (subject to shareholder approval) the following securities to the Vendors (or their nominees):
 - (i) a total of 10,000,000 Shares in the capital of the Company; and
 - (ii) a total of 5,000,000 Performance Rights which convert into shares (on a 1:1 basis) upon the Company announcing assay results from rock chip samples collected in-situ from any of the Assets, which record a grading of at least 1% Li₂O.
- (b) **(Conditions Precedent)**: The Acquisition is subject to and conditional upon satisfaction or waiver (as permitted) of the following conditions precedent:
 - (i) The Company completing due diligence on Hampden and the Assets to the reasonable satisfaction of the Company in its sole discretion;
 - (ii) the Company receiving evidence from Hampden (or otherwise being satisfied) that the Assets have been transferred to Hampden and Hampden is the sole legal and beneficial owner of the Assets;
 - (iii) the Company completing a capital raising of not less than \$1,000,000 through a placement of 10,000,000 shares to professional and sophisticated investors at an issue price of \$0.10 per share;
 - (iv) there being no breach of the warranties given by the Vendors;
 - (v) the parties obtaining all necessary regulatory and shareholder approvals pursuant to the ASX Listing Rules, the Corporations Act 2001 (Cth) and their constituent documents, to allow the parties to lawfully complete the matters set out in the Heads of Agreement; and
 - (vi) the parties obtaining all other necessary third-party consents, assignments and approvals to lawfully complete the matters set out in Heads of Agreement (if any).

The Heads of Agreement otherwise contains terms and conditions standard for an agreement of this nature.

Schedule 5 – Terms and Conditions of Hampden Performance Rights

(a) Grant price

Each Consideration Performance Right will be granted by the Company for nil cash consideration.

(b) Rights

- (i) The Consideration Performance Rights do not carry any voting rights in the Company.
- (ii) The Consideration Performance Rights do not confer on the holder the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to shareholders. Holders of Consideration Performance Rights do not have the right to attend general meetings of shareholders.
- (iii) The Consideration Performance Rights do not entitle the holder to any dividends.
- (iv) The Consideration Performance Rights do not confer any right to participate in the surplus profits or assets of the Company upon winding up of the Company.
- (v) The Consideration Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (vi) In the event the issued capital of the Company is reconstructed, all rights of a holder will be changed to the extent necessary to comply with the ASX Listing Rules and Corporations Act at the time of reorganisation provided that, subject to compliance with the ASX Listing Rules and Corporations Act, following such reorganisation the economic and other rights of the holder are not diminished or terminated.
- (vii) Subject always to the rights under paragraph (f), a Consideration Performance Right does not entitle the holder (in its capacity as a holder of a Consideration Performance Right) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
- (viii) The Consideration Performance Rights give the holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

(c) Conversion

- (i) The Consideration Performance Rights immediately vest and becomes exercisable by the holder into fully paid ordinary shares in the capital of the Company (**Conversion Shares**) on a one for one basis upon and subject to the Company providing written notice (**Vesting Notice**) to the holder that the Company has satisfied the condition (**Condition**) applicable to the Consideration Performance Rights by the relevant expiry date (**Expiry Date**), set out below:

Number	Condition	Expiry Date
5,000,000	The Company announcing assay results from rock chip samples collected in-situ from any of the Tenements, which record a grading of at least 1%Li ₂ O.	24 months from the date of issue

- (ii) In order to exercise the Consideration Performance Rights into Conversion Shares following receipt of a Vesting Notice, the holder must provide written notice (**Exercise Notice**) to the Company of its election to exercise the Consideration Performance Rights into the Conversion Shares. The holder must pay \$0.0001 upon exercise for each Consideration Performance Right (**Exercise Price**). The Consideration Performance Rights may only be exercised into Conversion Shares once.
- (iii) Despite any other provision, the exercise of any Consideration Performance Rights is subject to the Company obtaining any required shareholder or regulatory approval for the purpose of issuing the Conversion Shares. If exercise of all or part of the Consideration Performance Rights would result in any person being in contravention of section 606(1) of the *Corporations Act 2001* (Cth) (Corporations Act) then the exercise of each Consideration Performance Right that would cause the contravention will be deferred until such time or times that the exercise would not at a later date result in a contravention of section 606(1) of the Corporations Act. The holder must give prior written notice to the Company if it considers that the exercise of all or part of its Consideration Performance Rights may result in the contravention of section 606(1) of the Corporations Act, failing which the Company will be entitled to assume that the exercise of the Consideration Performance Rights under these terms will not result in any person being in contravention of section 606(1) of the Corporations Act.
- (iv) Each Conversion Share will rank equally with a fully paid ordinary share in the capital of the Company.
- (v) The Consideration Performance Rights will not be quoted on any securities exchange and the Company will not make an application for quotation in respect of them. However, if the Company is listed on the ASX at the relevant time, the Company must apply for quotation of any Conversion Shares on the ASX in accordance with the Listing Rules, subject always to the requirements of the Listing Rules, including those relating to escrow and the cleansing requirements under the Corporations Act.
- (d) **Expiry**
- Consideration Performance Rights will automatically be deemed to be terminated and cancelled by the Company for nil cash consideration in the event they have not been validly exercised into Conversion Shares on or before the earlier of the relevant Expiry Date.
- (e) **Transferability**
- The Consideration Performance Rights are not transferable.
- (f) **Compliance with the law**
- (i) Despite anything else contained in these terms, if the Corporations Act, Listing Rules or Constitution prohibits an act being done, that act must not be done.

- (ii) Nothing contained in these terms prevents an act being done that the Corporations Act, Listing Rules or Constitution require to be done.
 - (iii) If the Corporations Act, Listing Rules or Constitution conflict with these terms, or these terms do not comply with the Corporations Act, Listing Rules or the Constitution, the holder authorises the Company to do anything necessary to rectify such conflict or non-compliance, including but not limited to unilaterally amending these terms.
 - (iv) The terms of the Consideration Performance Rights may be amended as necessary by the directors of the Company (with the mutual written agreement of the holder) in order to comply with the Listing Rules, or any directions of ASX regarding the terms in order to comply with the Listing Rules.
 - (v) Any reference to the Listing Rules in these terms and conditions is to be complied with only where the Company is admitted to the official list of ASX at the relevant time.
- (g) **Control Event**
- (i) A change of control event (**Control Event**) occurs where:
 - (A) an offer is made for Shares pursuant to a takeover bid under Chapter 6 of the Corporations Act and is, or is declared, unconditional and the person making the takeover bid has a relevant interest in 50% or more of the Company's Shares;
 - (B) the Court sanctions under Part 5.1 of the Corporations Act a compromise or arrangement relating to the Company or a compromise or arrangement proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies; or
 - (C) any person acquires a relevant interest in 50.1% or more of the Shares in the Company by any other means.
 - (ii) All the Consideration Performance Rights on issue shall automatically vest (without the need for any Vesting Notice) and become exercisable by the holder into Conversion Shares upon the occurrence of a Control Event. Following which, the holder can exercise the Consideration Performance Rights into a Conversion Share in accordance with clause 3(b).
 - (iii) The automatic conversion shall only occur if the relevant Control Event is triggered by a person who does not control the entity at the time the Consideration Performance Rights were issued.

Schedule 6 – Terms and Conditions of Lead Manager Options and Director Options

(a) **Entitlement**

Each Option entitles the holder to subscribe for one Share upon exercise of the Option.

(b) **Exercise Price**

Subject to paragraph (j), the amount payable upon exercise of each Option is \$0.20 (**Exercise Price**).

(c) **Expiry Date**

Each Option will expire at 5:00 pm (WST) on the date that is three (3) years from the date of issue. An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) **Exercise Period**

The Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

(e) **Notice of Exercise**

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) **Exercise Date**

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

(g) **Timing of issue of Shares on exercise**

Following the Exercise Date and within the time period specified by the ASX Listing Rules, the Company will:

- (i) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

If a notice delivered under (g)(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) **Quotation of Options**

The Company will seek quotation of the Options in accordance with the Listing Rules and Corporations Act, subject to satisfaction of the minimum quotation conditions of the ASX Listing Rules. In the event that quotation of the Options cannot be obtained, the Options will remain unquoted.

(i) **Shares issued on exercise**

Shares issued on exercise of the Options rank equally with the then issued shares of the Company.

(j) **Reconstruction of capital**

If at any time the issued capital of the Company is reconstructed, all rights of a holder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(k) **Participation in new issues**

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.

(l) **Transferability**

The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

Proxy Voting Form

If you are attending the meeting in person, please bring this with you for Securityholder registration.

Your proxy voting instruction must be received by **11.00am (WST) on Tuesday, 20 June 2023**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: <https://investor.automic.com.au/#/home> Shareholders sponsored by a broker should advise their broker of any changes.

STEP 1 – APPOINT A PROXY

If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIR OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chair of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chair of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of KMP.

STEP 2 - VOTES ON ITEMS OF BUSINESS

You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS

Individual: Where the holding is in one name, the Shareholder must sign.

Joint holding: Where the holding is in more than one name, all Shareholders should sign.

Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.

Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at <https://automic.com.au>.

Lodging your Proxy Voting Form:

Online:

Use your computer or smartphone to appoint a proxy at <https://investor.automic.com.au/#/login>

or scan the QR code below using your smartphone

Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.



BY MAIL:

Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:

Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:

meetings@automicgroup.com.au

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WEBSITE: <https://automicgroup.com.au/>

PHONE: 1300 288 664 (Within Australia)
+61 2 9698 5414 (Overseas)

