

Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme Azure Minerals Ltd
ACN/ARSN/ABN 46 106 346 918

1. Details of substantial holder (1)

Name JPMorgan Chase & Co. and its affiliates
ACN/ARSN (if applicable) NA

The holder ceased to be a substantial holder on 26/02/2024
The previous notice was given to the company on 23/02/2024
The previous notice was dated 21/02/2024

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
See Appendix	JPMORGAN CHASE BANK, N.A.	Securities on Loan as Agent Lender	See Appendix	800,000 (Ordinary)	800,000 (Ordinary)
See Appendix	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Purchase and sales of securities in its capacity as Principal/Proprietary	See Appendix	1,491,194 (Ordinary)	1,491,194 (Ordinary)
See Appendix	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	J.P. Morgan Securities Australia Limited ceases to hold a relevant interest in the securities under the Block Trade Agreement between J.P. Morgan Securities Australia Limited and Lithium Resources Operations Pty Ltd, Wodgina Lithium Pty Ltd & Mineral Resources Limited dated 21 February 2024 on settlement of transactions contemplated under that block trade agreement pursuant to section 608(8) of the Corporations Act 2001 (Cth)	See Appendix	66,580,974 (Ordinary)	66,580,974 (Ordinary)

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
J.P. MORGAN SECURITIES AUSTRALIA LIMITED	JPMORGAN CHASE & CO
JPMORGAN CHASE BANK, N.A.	JPMORGAN CHASE & CO

4. Addresses

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

Name	Address
JPMorgan Chase & Co.	383 Madison Avenue, New York, New York, NY, 10179, United States
J.P. MORGAN SECURITIES AUSTRALIA LIMITED	LEVEL 18, 83-85 CASTLEREAGH STREET, SYDNEY, NSW 2000, Australia
JPMORGAN CHASE BANK, N.A.	1111 Polaris Parkway, Columbus, Delaware, OH, 43240, United States

Signature

print name Lokesh Kumar capacity Compliance Officer

sign here *Lokesh Kumar* date 28/02/2024

DIRECTIONS

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

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (5) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
 - (6) The voting shares of a company constitute one class unless divided into separate classes.
 - (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.
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TRADES FOR RELEVANT PERIOD						
Transaction Date	Entity	Product Type	Type of Transaction	Quantity	Price (AUD)	Appendix Consideration
Balance at start of relevant period				68,830,156		
22-Feb-24	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	650,000	3.43	\$ 2,226,334.50
22-Feb-24	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(119)	3.47	\$ 412.93
22-Feb-24	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	4,133	3.48	\$ 14,373.22
22-Feb-24	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	350,000	3.43	\$ 1,198,795.50
22-Feb-24	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	200,000	3.43	\$ 685,026.00
22-Feb-24	JPMORGAN CHASE BANK, N.A.	Equity	Borrow	950,000	-	\$ -
23-Feb-24	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(81,973)	3.51	\$ 287,520.79
23-Feb-24	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	65,721	3.51	\$ 230,720.14
23-Feb-24	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	250,000	3.51	\$ 877,474.25
23-Feb-24	JPMORGAN CHASE BANK, N.A.	Equity	Borrow Return	(150,000)	-	\$ -
26-Feb-24	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	53,432	3.51	\$ 187,599.06
26-Feb-24	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	J.P. Morgan Securities Australia Limited ceases to hold a relevant interest in the securities under the Block Trade Agreement between J.P. Morgan Securities Australia Limited and Lithium Resources Operations Pty Ltd, Wodgina Lithium Pty Ltd & Mineral Resources Limited dated 21 February 2024 on settlement of transactions contemplated under that block trade agreement pursuant to section 608(8) of the Corporations Act 2001 (Cth)	(66,580,974)	N/A	N/A
Balance at end of relevant period				4,540,376		

Appendix: Prescribed information pursuant to securities lending arrangement disclosed under the substantial shareholding notice filed with ASX.

Date:	28-Feb-2024
Company's name:	AZURE MINERALS LTD
ISIN:	AU000000AZS2
Date of change of relevant interests:	26-Feb-2024
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	JPMorgan Chase Bank, N.A. (acting as agent) ("lender") and Goldman Sachs International (Borrower)
Transfer date	Settlement Date 26-Feb-2024
Holder of voting rights	Borrower
Are there any restriction on voting rights	Yes
If yes, detail	The borrower undertakes to use its best endeavors to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavors to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 6.6 of the standard form GMSLA.
Scheduled return date (if any)	None
Does the borrower have the right to return early?	Yes
If yes, detail	Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions.
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered (and where there is a difference between the settlement time for sales and purchases on the relevant exchange or clearing organisation, the standard settlement time shall be the shorter of the two times). The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC.

Appendix: Prescribed information pursuant to securities lending arrangement disclosed under the substantial shareholding notice filed with ASX.

Date:	28-Feb-2024
Company's name:	AZURE MINERALS LTD
ISIN:	AU000000AZS2
Date of change of relevant interests:	26-Feb-2024
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	JPMorgan Chase Bank, N.A. (acting as agent) ("lender") and Morgan Stanley & Co. International PLC (Borrower)
Transfer date	<u>Settlement Date</u> 13-Feb-2024
Holder of voting rights	Borrower
Are there any restriction on voting rights	Yes
If yes, detail	The borrower undertakes to use its best endeavors to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavors to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 6.6 of the standard form GMSLA.
Scheduled return date (if any)	None
Does the borrower have the right to return early?	Yes
If yes, detail	Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions.
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered (and where there is a difference between the settlement time for sales and purchases on the relevant exchange or clearing organisation, the standard settlement time shall be the shorter of the two times). The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC.

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

Date:	28-Feb-2024
Company's name:	AZURE MINERALS LTD
ISIN:	AU000000AZS2
Date of change of relevant interests:	26-Feb-2024
Schedule	
Type of agreement	Overseas Securities Lender's Agreement ("OSLA")
Parties to agreement	J.P. Morgan Securities Plc ("borrower") and Citibank N.A. acting as Agent ("lender")
Transfer date	Settlement date 12-Jan-2024
Holder of voting rights	Borrower
Are there any restriction on voting rights	Yes
If yes, detail	The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4(B)(vi) of the standard form OSLA.
Scheduled return date (if any)	None
Does the borrower have the right to return early?	Yes
If yes, detail	Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions.
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC.