



## NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is hereby given that the Extraordinary General Meeting of the Shareholders of Greenwing Resources Ltd ('Greenwing' or the 'Company') will be held as follows:

**TIME:** 10.00am (AEST)

**DATE:** 23 August 2024

**LOCATION:** Bizzell Capital Partners, Level 21, 110 Mary Street, Brisbane QLD 4000

Words and phrases used in the Resolutions are defined in Section 5 of the accompanying Explanatory Statement and these words and phrases have the same meaning in this Notice of Meeting as defined in the Explanatory Statement.

### AGENDA

#### SPECIAL BUSINESS

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##### **Resolution 1 – Ratification of prior issue of Shares under Facility Agreement**

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

*"That, for the purposes of Listing Rule 7.4, and for all other purposes, Shareholders approve and ratify the issue of 7,000,000 Shares, on the terms set out in the Explanatory Statement accompanying this Notice."*

A voting exclusion statement is set out below.

##### **Resolution 2 – Approval to issue Shares under Share Purchase Agreement**

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

*"That, for the purposes of Listing Rule 7.1, ASX Guidance Note 19, and for all other purposes, Shareholders approve the issue of 4,000,000 Shares, on the terms set out in the Explanatory Statement accompanying this Notice."*

A voting exclusion statement is set out below.

## VOTING PROHIBITIONS AND EXCLUSION STATEMENTS

Under Listing Rule 14.11, the Company will disregard any votes cast in favour of the following Resolutions by or on behalf of the following persons excluded from voting, or an associate of those persons:

<b>Resolution</b>	<b>Persons excluded from voting</b>
Resolution 1 – Ratification of prior issue of Shares under Facility Agreement	A person who participated in the issue or is a counterparty to the agreement being approved (namely Alpha Investment Partners) or an associate of that person or those persons.
Resolution 2 – Approval to issue Shares under Share Purchase Agreement to acquire Andes Lito SA	A person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue or (except a benefit solely by reason of being a hold of ordinary securities in the Company), 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 the 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 is 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.

## EXPLANATORY STATEMENT

Shareholders are referred to the Explanatory Statement accompanying and forming part of this Notice for further explanation of the Resolutions.

## PROXIES

Members are encouraged to attend the meeting, but if you are unable to attend the meeting, we encourage you to complete and return the enclosed Proxy Form. In accordance with section 249L of the Corporations Act, Shareholders are advised that:

- a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- a proxy need not be a member of the Company; and
- 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.

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

### **CORPORATE REPRESENTATIVES**

A body corporate that is a shareholder, or which has been appointed as proxy, may appoint an individual to act as its representative at the Meeting. The appointment must comply with the requirements of section 250D of the Corporations Act. The representative should bring to the Meeting evidence of his or her appointment, including any authority under which it is signed, unless it has previously been given to the Company.

### **DATE FOR DETERMINING HOLDERS OF SHARES**

In accordance with Regulation 7.11.37 of the *Corporations Regulations 2001* (Cth), the Directors have set a date to determine the identity of those entitled to attend and vote at the Meeting. For the purposes of determining voting entitlements at the Meeting, Shares will be taken to be held by the persons who are registered as holding at 7:00 pm (AEST) on 21 August 2024. Accordingly, transactions registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting.

Dated this 24 July 2024

By order of the Board

A handwritten signature in black ink, appearing to read 'Angus Craig', is written over a horizontal line.

**Angus Craig**

Company Secretary



## EXPLANATORY STATEMENT

### 1. ACTION TO BE TAKEN BY SHAREHOLDERS

This Explanatory Statement sets out information about the Resolutions to be considered by the Shareholders at the Meeting. Defined terms used in this Explanatory Statement are set out in Section 5. Accompanying this Explanatory Statement is the Notice convening the Meeting and a Proxy Form.

Shareholders are encouraged to attend and vote on the Resolutions to be put to the Meeting. If a Shareholder is not able to attend and vote at the Meeting, the Shareholder may complete the Proxy Form and return it not later than 48 hours before the time specified for the commencement of the Meeting.

### 2. PURPOSE OF THE MEETING

The Meeting has been convened for the purpose of considering the Resolutions, which are set out in the Notice and explained in more detail below.

### 3. RESOLUTION 1 – RATIFICATION OF PRIOR ISSUE OF SHARES UNDER FACILITY AGREEMENT

#### 3.1 Background

On 31 January 2024, the Company announced that it had entered into a facility agreement with Alpha Investment Partners Pty Ltd (ACN 648 623 223) (**Alpha**) (the **Facility Agreement**). Under the Facility Agreement, Alpha has agreed to provide the Company with an At-the-Market facility (**ATM**) of up to \$8,000,000 of standby equity capital during the 48 month term of the Facility Agreement.

The Company retains full control of all major aspects of the placement process, having sole discretion as to whether or not to utilise the ATM, the quantum of issued shares, and the minimum issue price of shares for any placement. If the Company decides to utilise the ATM, it may make a request to Alpha pursuant to the terms of the Facility Agreement and the Company has sole discretion to set a floor price and the final issue price will be calculated as the greater of that floor price and the VWAP over a period of the Company's choosing, as adjusted for any applicable reorganisation and less a 5% placement discount for a price per Share below or equal to \$2 and less a 7% placement discount for a price per Share greater than \$2. Alpha may (but is not obliged to) satisfy the Company's request to subscribe for Shares.

There are no requirements on the Company to utilise the ATM, and it may terminate the ATM at any time without incurring termination costs, subject only to a notice period of not less than 5 business days. Alpha does not place any restrictions at any time on the Company raising capital through other methods (to the extent it is not another 'at-the-market' equity facility or other substantially similar arrangement).

The Facility Agreement requires that prior to making any request to utilise the ATM, the Company must have first issued 7 million Shares at no consideration to Alpha (**Collateral Shares**). The Collateral Shares were issued on 8 February 2024, under the Company's available Listing Rule 7.1 capacity and were

issued for the purpose of securing the Company's obligations under the Facility Agreement. The Collateral Shares may not be sold by Alpha other than in accordance with the agreement. To the extent there are Collateral Shares outstanding on expiry or termination of the Facility Agreement, Alpha will either pay an agreed price for the Collateral Shares, or the Company will seek Shareholder approval to buy-back the Collateral Shares for nil consideration.

### **3.2 Regulatory Requirements**

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 12-month period.

The issue of the Collateral Shares does not fit within any of the exceptions set out in Listing Rule 7.2 and, as it has not yet been approved by 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 date of issue of the Collateral Shares.

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.

Resolution 1 seeks Shareholder ratification pursuant to Listing Rule 7.4. By ratifying the issue of the Collateral Shares to Alpha, the Company will retain the flexibility to issue Equity Securities in the future up to the 15% annual placement capacity set out in ASX Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

### **3.3 Technical information required by Listing Rule 14.1A**

If Resolution 1 is passed, the Collateral Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities the Company can issue without Shareholder approval over the 12-month period following the date of issue of the Collateral Shares.

If Resolution 1 is not passed, the Collateral Shares will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of Equity Securities that the Company can issue without Shareholder approval over the 12-month period following the date of issue of the Collateral Shares.

### **3.4 Technical information required by Listing Rule 7.5**

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

- (a) the Collateral Shares were issued to Alpha Investment Partners Pty Ltd (ACN 648 623 223);
- (b) 7,000,000 Shares were issued and the 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 Shares;
- (c) the Collateral Shares were issued on 8 February 2024;

- (d) the Collateral Shares were issued at a nil issue price, as collateral for the ATM provided under the Facility Agreement. The Company has not and will not receive any other consideration for the issue of the Collateral Shares; and
- (e) the purpose of the issue of the Collateral Shares was to provide security to Alpha for the Company's obligations under the Facility Agreement.

### **3.5 Other**

A summary of the material terms of the Facility Agreement is set out in Annexure A and the Company's announcement to ASX dated 31 January 2024.

The Board recommends that shareholders vote in favour of this Resolution 1. The Chairman intends to vote all undirected proxies granted to him in favour of this Resolution.

## **4. RESOLUTION 2 – APPROVAL TO ISSUE SHARES UNDER SHARE PURCHASE AGREEMENT**

### **4.1 Background**

On 3 September 2021, the Company announced that it had entered into an agreement with certain vendor parties (listed in section 4.5(a) below, each a **Vendor** and together the **Vendors**) for the acquisition of Andres Litio SA, which holds option rights over the San Jorge Lithium Brine Project (**Share Purchase Agreement**).

Pursuant the Share Purchase Agreement, the consideration payable to the Vendors included milestone payments, including a payment of \$1,000,000 to be satisfied by the issue of ordinary shares in the Company (**Shares**) calculated at a 10% discount to the 30 day moving average share price, subject to a floor price of \$0.25 per Share, and also subject to compliance with Chapter 7 of the Listing Rules and ASX Guidance Note 19 (**GN 19**) (**Milestone Two Payment**). Milestone Two Payment would only be paid if the San Jorge Lithium Brine Project achieved an Inferred Mineral Resource (in accordance with the 2012 Edition of the JORC Code or equivalent) of lithium (stated as lithium carbonate equivalent tonnes) of 250,000 tonnes at an Li grade of 200mg/L.

Based on the Company's maiden resource estimate announcement dated 27 May 2024, the Company has agreed to issue the Milestone Two Payment to the Vendors, which will be a total of 4,000,000 Shares (**Vendor Shares**) based on the floor price of \$0.25 per Share.

Resolution 2 seeks Shareholder approval pursuant to Listing Rule 7.1 and GN 19 for the issue of the Vendor Shares.

### **4.2 Summary of the Share Purchase Agreement**

The material terms of the Share Purchase Agreement are set out in the announcement made to the ASX on 3 September 2021 by the Company.

### **4.3 Listing Rule 7.1**

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

The effect of Shareholders passing Resolution 2 will be to allow the Company to issue the Vendor Shares and retain the flexibility to issue Equity Securities in the future up to the 15% placement capacity set out in Listing Rule 7.1, without the requirement to obtain prior Shareholder approval.

If Resolution 2 is passed the Company will be able to proceed with the issue of the Vendor Shares.

If Resolution 2 is not passed, the Company will be required to use its existing Listing Rule 7.1 capacity to issue the Vendor Shares, effectively decreasing the number of Equity Securities that the Company can issue without Shareholder approval over the 12 month period following the date of issue of the Vendor Shares.

#### **4.4 ASX Guidance Note 19**

ASX has determined that the Vendor Shares are "performance securities" and that it is appropriate and equitable for a Shareholder approval condition to be imposed on the issue of the Vendor Shares. Accordingly, approval under Resolution 2 is also being sought for the purpose of GN 19. A voting exclusion has been included as required by GN 19.

#### **4.5 Specific information required by Listing Rule 7.3**

In accordance with Listing Rule 7.3, the following information is provided in relation to the proposed issue of the Vendor Shares:

- (a) The Vendors Shares will be issued to the Vendors pursuant to the terms of the Share Purchase Agreement including Neil Francis Stuart, Rothstein Pty Ltd, Marcelo Sanchez & Ramiro Sanchez Del Gesso, White Lotus Solutions Pty Ltd, Julio Cesar Pulisich and Antonio Torre.
- (b) 4,000,000 Shares (in aggregate) will be issued to the Vendors.
- (c) The Vendor Shares will be fully paid ordinary shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue.
- (d) The Vendors Shares will be issued as soon as practicable following approval at this Meeting and in any event by no later than 3 months after the date of the Meeting.
- (e) The Vendor Shares are being issued as part consideration to satisfy the Company's obligations under the Share Purchase Agreement, at an issue price of \$0.25 per Share. Accordingly, there will be no funds raised from the issue.
- (f) The material terms of the Share Purchase Agreement are set out in the announcement made by the Company to the ASX on 3 September 2021.
- (g) A voting exclusion statement is included in the Notice.

#### **4.6 Additional information**

Resolution 2 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 2. The Chairman intends to vote all undirected proxies granted to him in favour of this Resolution.

## 5. DEFINITIONS

In this Explanatory Statement:

**AEST** means Australian Eastern Standard Time.

**Alpha** means Alpha Investment Partners Pty Ltd (ACN 648 623 223).

**ASX** means the Australian Securities Exchange or ASX Limited (ABN 98 008 624 691), as the context requires.

**Board** means the board of Directors of the Company.

**Collateral Shares** has the meaning given to that term in section 3.1.

**Company** or **Greenwing** means Greenwing Resources Ltd ACN 109 933 995.

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

**Director** means a director of the Company.

**Equity Securities** has the same meaning as in the Listing Rules.

**Explanatory Statement** means the explanatory statement accompanying the Notice.

**Extraordinary General Meeting** or **Meeting** means the meeting of the Shareholders convened for the purposes of considering the Resolutions contained in the Notice.

**Facility Agreement** has the meaning given to that term in section 3.1.

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

**Notice** or **Notice of Meeting** means the notice of extraordinary general meeting convening the Meeting, accompanying this Explanatory Statement, and includes a reference to the Explanatory Statement.

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

**Related Body Corporate** has the meaning given to that term in the Corporations Act.

**Resolution** means a resolution proposed to be passed at the Meeting and contained in the Notice.

**Section** means a section of the Notice or the Explanatory Statement, as applicable.

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

**Shareholder** means a person entered in the Company's register as a holder of a Share.

**Share Purchase Agreement** has the meaning given to that term in section 4.1.

**Vendor** has the meaning given to that term in section 4.1.

**Vendor Shares** has the meaning given to that term in section 4.1.

**VWAP** means the volume weighted average price.

## ANNEXURE A

### Summary of material terms and conditions of the Facility Agreement

(a) **Summary**

Under the Facility Agreement, Alpha agreed to grant the Company an “at-the-market” facility to acquire Shares with a value of up to \$8,000,000 (**ATM**).

(b) **Grant of option**

The Company agreed to, during the 48 month period from the date of the Facility Agreement (the **Commitment Period**), grant Alpha an option which may be exercised (subject to a request from the Company) to subscribe for up to the number of Shares which are permitted to be issued:

- (i) without Shareholder approval under Listing Rule 7.1; or
- (ii) where the Company has received Shareholder approval under Listing Rule 7.1A, the number of Shares allowable in accordance with that approval; or
- (iii) where the Company has received Shareholder approval to issue in excess of that allowable under Listing Rule 7.1 and 7.1A, that number of Shares allowable in accordance with that approval,

up to the maximum facility size of \$8,000,000 in value (the **Maximum Facility Shares**).

(c) **Collateral Shares and fees**

Under the Facility Agreement, the Company was obliged to issue to Alpha at a nil price, 7,000,000 shares in the Company (**Collateral Shares**), before issuing its first written request for Alpha to exercise its option (**Option Exercise Request**). The Collateral Shares were issued on 8 February 2024.

The Company has paid an establishment fee of \$10,000 (inclusive of GST) to Alpha.

(d) **Option Exercise Request and Option Exercise Notice**

The Company may issue an Option Exercise Request to Alpha at any time during the Commitment Period.

The Option Exercise Request must specify (amongst other things):

- (i) the exercise window, being the period during which Alpha may exercise the option to subscribe for Shares (**Exercise Window**);
- (ii) the floor price applicable to the Exercise Window (**Floor Price**); and
- (iii) the total number of Shares to be issued by the Company, which must not together with any previous issued Shares exceed the Maximum Facility Shares.

During the Exercise Window, Alpha may (but is not obliged to) issue a notice confirming that it wishes to exercise the option (**Option Exercise Notice**) in whole or in part specifying:

- (i) the number of Shares to be issued by the Company, up to the number specified by the Company in the Option Exercise Request (**Option Exercise Shares**);
- (ii) the net exercise price per Share to be paid to the Company, being a price per Share equal to the greater of:
  - (A) the equally weighted average of the daily volume weighted average price (**VWAP**) of Shares over the relevant pricing period; and
  - (B) the Floor Price,
 as adjusted for any applicable re-organisation event and less a 5% placement discount for a price per Share below or equal to \$2 and less a 7% placement discount for a price per Share greater than \$2; and
- (iii) the date on which the Shares are to be issued, which must be within 10 business days of the date of the Option Exercise Notice.

Alpha may issue one or more Option Exercise Notices within an Exercise Window.

(b) **Termination**

Any available facility, being the Maximum facility Shares less the Option Exercise Shares that have been issued will expire on the last day of the Commitment Period (**Expiry Date**).

Alpha may terminate the Facility Agreement at any time by giving notice in writing to the Company in circumstances where:

- (i) the Collateral Shares have not been issued on or before the date of the first Option Exercise Request;
- (ii) the Company breaches any warranty and fails to rectify the breach within 10 business days or some other period as agreed to by Alpha; or
- (iii) any regulatory authority commences an investigation, court proceedings or action in connection with the Company or any Directors of the Company.

The Company may terminate the Facility Agreement by notice in writing of not less than 5 business days at any time prior to the Expiry Date.

(c) **Exclusivity**

During the Commitment Period, the Company must not solicit, negotiate or enter into any equity facility or substantively similar agreement with any third party without the prior written consent of Alpha. For the avoidance of doubt, this does not restrict the Company from undertaking any other form of capital raising including without limitation through any placement, rights issue or share purchase plan, obtaining financing (including for convertible equity or debt) from any third parties or current financiers, stakeholders or shareholders of the Company and undertaking a Reorganisation, takeover bid or scheme of arrangement.

(d) **Warranties and indemnities**

The Company has given customary warranties and indemnities in favour of Alpha.

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MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

## Need assistance?



**Phone:**  
1300 850 505 (within Australia)  
+61 3 9415 4000 (outside Australia)



**Online:**  
[www.investorcentre.com/contact](http://www.investorcentre.com/contact)



## YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **10:00am (AEST) Monday, 26 August 2024.**

# Proxy Form

## How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

### APPOINTMENT OF PROXY

**Voting 100% of your holding:** Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

**Voting a portion of your holding:** Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

**Appointing a second proxy:** You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

**A proxy need not be a securityholder of the Company.**

### SIGNING INSTRUCTIONS FOR POSTAL FORMS

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

**Joint Holding:** Where the holding is in more than one name, all of the securityholders 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 form when you return it.

**Companies:** Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

### PARTICIPATING IN THE MEETING

#### Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at [www.investorcentre.com/au](http://www.investorcentre.com/au) and select "Printable Forms".

## Lodge your Proxy Form:

**XX**

### Online:

Lodge your vote online at [www.investorvote.com.au](http://www.investorvote.com.au) using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



**Control Number: 999999**  
**SRN/HIN: I9999999999**  
**PIN: 99999**

For Intermediary Online subscribers (custodians) go to [www.intermediaryonline.com](http://www.intermediaryonline.com)

### By Mail:

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

### By Fax:

1800 783 447 within Australia or  
+61 3 9473 2555 outside Australia



**PLEASE NOTE:** For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

**Change of address.** If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



I 9999999999

I ND

# Proxy Form

Please mark  to indicate your directions

## Step 1 Appoint a Proxy to Vote on Your Behalf

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I/We being a member/s of Greenwing Resources Ltd hereby appoint

the Chairman of the Meeting OR

**PLEASE NOTE:** Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Extraordinary General Meeting of Greenwing Resources Ltd to be held at Bizzell Capital Partners, Level 21, 110 Mary Street, Brisbane QLD 4000 on Wednesday, 28 August 2024 at 10:00am (AEST) and at any adjournment or postponement of that meeting.

## Step 2 Items of Business

**PLEASE NOTE:** If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

For Against Abstain

	For	Against	Abstain
Resolution 1 – Ratification of prior issue of Shares under Facility Agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2 – Approval to issue Shares under Share Purchase Agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

## Step 3 Signature of Securityholder(s) *This section must be completed.*

<input type="text"/>	<input type="text"/>	<input type="text"/>	/ /
Sole Director & Sole Company Secretary	Director	Director/Company Secretary	Date

### Update your communication details *(Optional)*

<input type="text"/>	<input type="text"/>
Mobile Number	Email Address

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically



# GREENWING

RESOURCES LTD

ABN 31 109 933 995

## Need assistance?



**Phone:**

1300 850 505 (within Australia)  
+61 3 9415 4000 (outside Australia)



**Online:**

[www.investorcentre.com/contact](http://www.investorcentre.com/contact)

GW1

MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

## Greenwing Resources Ltd Extraordinary General Meeting

The Greenwing Resources Ltd Extraordinary General Meeting will be held on Wednesday, 28 August 2024 at 10:00am (AEST). You are encouraged to participate in the meeting using the following options:



### MAKE YOUR VOTE COUNT

To lodge a proxy, access the Notice of Meeting and other meeting documentation visit [www.investorvote.com.au](http://www.investorvote.com.au) and use the below information:



**Control Number: 999999**

**SRN/HIN: I9999999999**

**PIN: 99999**

For Intermediary Online subscribers (custodians) go to [www.intermediaryonline.com](http://www.intermediaryonline.com)

For your proxy appointment to be effective it must be received by 10:00am (AEST) Monday, 26 August 2024.



### ATTENDING THE MEETING IN PERSON

The meeting will be held at:  
Bizzell Capital Partners, Level 21, 110 Mary Street, Brisbane QLD 4000

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.