

15 October 2018

IndiOre Limited Appoints Managing Director and Chief Executive Officer

IndiOre Limited (ASX: IOR) ("IOR" or "the Company") is pleased to advise that Mr David Mendelawitz has been appointed Managing Director and Chief Executive Officer of the Company effective 15th October 2018.

David is an accomplished mining industry executive with extensive international experience in exploration, mining and commerce. He has a Bachelor of Science (Applied Geology) with Honours from W.A.'s Curtin university and a Graduate Diploma – Applied Finance and Investment (Mining Investment Analysis) from the WA Securities Institute. David most recently held the position of Managing Director at Cleveland Mining Company Limited (ASX: CDG), where he oversaw the funding, discovery, development and commencement of mining at the Crixas Project in Brazil.

Prior to founding Cleveland, David held the position of Head of Business Improvement at Fortescue Metals Group Ltd (ASX: FMG), where he played a key role in iron ore exploration, project construction, mine and infrastructure optimisation and expansion planning. During his 5 ½ years at Fortescue, David was initially the Exploration Manager for Eastern Tenements, overseeing field works which were part of the delineation of 2.8 billion tonnes of iron ore in 1 year. He then became the Registered Manager of Mining during the trial mining operations as part of the \$140 million feasibility study conducted over the project.

David has built a strong track-record in delivering success both as a geologist and in senior management roles, having worked across a diverse range of assets in jurisdictions including Australia, Brazil, Papua New Guinea and the USA.

IndiOre Chairman, Mr Peter Richards, commented, "We are very pleased to have secured the services of David at this important stage in the Company's development, as his extensive industry experience and strong track record will significantly strengthen our management team.

"David's deep project management and business improvement background will be extremely valuable as IndiOre narrows its near-term focus on the successful delivery of the Phase 3 Expansion project at our Kurnool iron ore operations in India.

"On behalf of the Board, we look forward to David's contribution and welcome him to the team."

The key terms and conditions of Mr Mendelawitz's appointment are set out in Attachment 1 below.

An appendix 3X is attached to this release.

-ENDS-



For further information please contact:

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Released through Sam Burns, Six Degrees Investor Relations, +61(0) 400164067

ATTACHMENT 1

REMUNERATION

Executive to receive salary

The Company will pay the Executive for his services a salary of \$325,000 per annum (**Salary**). The Executive's Salary will be reviewed annually by the Company or as determined by the Board.

Project Incentive

The Executive (or his nominee) may be entitled to an additional one-off benefit by way of Project Incentive Shares (PIS). The Executive's (or his nominee's) entitlement to and issue of any PIS will be subject to the fulfilment of certain conditions as determined by the Board and subject to shareholder approval as necessary.

Terms and conditions of such PIS are set out below:

- (a) The PIS awarding by the Company to the Executive will:
 - (i). be in the form of an allocation of shares in the Company for no consideration payable by the Executive;
 - (ii). be a maximum total of 10 million shares (**Maximum PIS Payable**); and
- (b) be subject to the Executive being in the Employment at the time the PIS award is due. That is, the Executive will not be entitled to award of any PIS if he is not in Employment at the time the payment is due to be awarded.

Calculation of Project Incentive Shares

The PIS vesting conditions will be as follows:

- (i). 30% of the Maximum PIS Payable on the Project being completed on time and on budget, with the completion being certified by an independent report;
- (ii). 40% of the Maximum PIS Payable 3 months after the Project's completion if, based on the ROM feed, there is a constant production of iron ore:
 - 1. at 58% Fe or higher averaged over the 3 months; and
 - 2. at an average rate of 33,333 tonnes per month over the 3 months.
- (iii). 30% of the Maximum PIS Payable 12 months after the Project's completion if, based on the ROM feed, there is a constant production of iron ore:
 - 1. at 58% Fe or higher averaged over the 12 months; and
 - 2. of at least 400,000 tonnes averaged over the 12 months.
- (iv). Shares will be awarded 6 months following the vesting conditions being achieved.

Short Term Incentive

Following the successful commissioning of the Project, and any vesting of the PIS, the Executive may be entitled to an additional Short-Term variable benefit by way of a short-term incentive (STI), beginning in the immediately following year. The Executive's entitlement to any STI will be subject to the fulfilment of conditions as determined by the Board and, if required, subject to shareholder approval.

Terms and conditions of any STI are set out below:

- (a) The STI scheme will commence after the completion of the PIS arrangement.
- (b) Each STI payment will:

- (i). be paid by the end of September each year, after the Board has completed its review and assessment of the audited financial results for the relevant financial year, or as the Board sees fit;
 - (ii). be paid in cash at the time the payment is due, subject to subclause (iii);
 - (iii). be paid in an equal value of shares in circumstances where the Company's operational requirements requires an allocation of shares rather than the cash payment, based on a determination by the Board;
 - (iv). be subject to the Executive being in the Employment at the time the STI payment is made. That is, the Executive will not be entitled to payment of an STI if he is not in Employment at the time the payment is due to be paid, and
 - (v). will be assessed in light of the Company's safety performance during the review period
- (c) The Board may, at its discretion, accelerate payment to the Executive of any STI by waiving any condition or requirement that is a precondition of the Executive's entitlement to the STI, including upon termination of the Executive's Employment.
- (d) All STI schemes will be subject to final approval by the Board and if necessary, shareholder approval, and payments will be subject to final approval by the Board.
- (e) The Board has the discretion to adjust the STI scheme as it sees fit.

Calculation of Short-Term Incentives (example)

On or about 30 June of each year, the Board will set out in writing the amount of the budgeted profit of the Company (**Budgeted Profit**). For the avoidance of doubt, no Budgeted Net Profit has been set for 30 June 2019 and no STI will be payable in respect of the period ending 30 June 2018.

The Board may, at its discretion, change the STI scheme from the Budgeted Net Profit to different performance criteria if it is in the interest of the Company to do so.

The STI payable to the Executive will be as follows:

- (i). 35% of the Executive's Salary if the Company achieves 85% of the Budgeted Net Profit for the relevant financial year; and
- (ii). an additional 1% of the Executive's Salary for each 1% exceeding 85% of the Budgeted Net Profit, up to a maximum of an additional 25% of the Executive's Salary.

Long Term Incentive

Following the successful commissioning of the Project, the Executive may be entitled to an additional variable benefit by way of a long-term incentive (LTI), beginning in the immediately following year. The Executive's entitlement to any LTI will be subject to the fulfilment of certain conditions as determined by the Board and subject to shareholder approval as necessary.

Terms and conditions of any LTI are set out below:

- (a) The LTI scheme will commence after the completion of the PIS arrangement.
- (b) The LTI payment will:
 - (i). be worth a maximum total of 300% of the Executive's Salary as defined in clause 6.1 of the Agreement, divided into 3 equal parts over 3 years;
 - (ii). be determined by the Board by the end of September each year, after the Board has completed its review and assessment of the audited financial results for the relevant year, or as the Board sees fit;
 - (iii). be paid in shares that vest to the Executive after a period of twelve (12) months from date of achievement of the annual LTI by the Executive; and

- (iv).be subject to the Executive being in the Employment at the time the LTI payment is made. That is, the Executive will not be entitled to payment of an LTI if he is not in Employment at the time the payment is due to be paid;
- (c) Subject to the terms of the STI, all unvested shares to be paid as an LTI will forfeit and not be payable to the Executive once the Executive ceases to be in the Employment for any reason.
- (d) The Company may, at its discretion, accelerate payment to the Executive of any LTI by waiving any condition or requirement that is a precondition of the Executive's entitlement to the LTI, including upon termination of the Executive's Employment.
- (e) All LTI schemes will be subject to final approval by the Board and shareholder approval and payments will be subject to final approval by the Board.
- (f) A new LTI scheme will be discussed with the Executive and apply after the third year of an LTI scheme.
- (g) The Company has full discretion to adjust the LTI scheme as it sees fit and will notify the Executive if it does so.

Calculation of Long-Term Incentives (example)

On or about 30 June, at the beginning of the 3-year period, and/or each year during the 3-year period, the Board will set out in writing the amount of the TSR target as determined by the Board and the method of calculation of the TSR as determined by the Board to be met by the Executive.

An LTI payment will be treated as an expense item and will be factored into calculations for the LTI itself when determining the TSR target, if applicable.

Appendix 3X

Initial Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/9/2001.

Name of entity: IndiOre Ltd
ABN: 32 057 140 922

We (the entity) give ASX the following information under listing rule 3.19A.1 and as agent for the director for the purposes of section 205G of the Corporations Act.

Name of Director	Mr David Mendelawitz
Date of appointment	12 October 2018

Part 1 - Director's relevant interests in securities of which the director is the registered holder

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

Number & class of securities
-

+ See chapter 19 for defined terms.

Appendix 3X

Initial Director's Interest Notice

Part 2 – Director's relevant interests in securities of which the director is not the registered holder

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Name of holder & nature of interest <small>Note: Provide details of the circumstances giving rise to the relevant interest.</small>	Number & class of Securities
	-

Part 3 – Director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

Detail of contract	-
Nature of interest	-
Name of registered holder (if issued securities)	-
No. and class of securities to which interest relates	-

+ See chapter 19 for defined terms.