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28 March 2019

ASX Market Announcements Office
ASX Limited
Level 40, Central Park
152-158 St George's Terrace, Perth WA 6000

By fax + 1300 135 638

Dear Sir/Madam

GFL International Co., Limited – Notice of initial substantial holder

We act for GFL International Co., Limited.

On behalf of GFL International Co., Limited we enclose a Form 603 (Notice of Initial Substantial Holder) in connection with GFL International Co. Ltd becoming a substantial holder in Pilbara Minerals Limited ACN 112 425 788.

Yours sincerely

A handwritten signature in cursive script that reads 'David Perks'.

David Perks
Dentons Australia

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder****To** Company Name/Scheme Pilbara Minerals LimitedACN/ARSN 112 425 788**1. Details of substantial holder (1)**Name GFL International Co., Limited

ACN/ARSN (if applicable) _____

The holder became a substantial holder on 26/03/2019**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary fully paid	152,605,323	152,605,323	8.37%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
GFL International Co., Limited	Relevant interest under section 608(1)(a) of the Corporations Act 2001 as a result of an issue of shares made pursuant to a Subscription Agreement entered into on 28 April 2017, attached to this form at Annexure A and a Subscription Agreement entered into on 28 December 2018, attached to this form at Annexure B.	ORD 152,605,323
Jiangxi Ganfeng Lithium Co. Ltd	Associate of GFL International Co., Limited	ORD 152,605,323

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
GFL International Co., Limited	GFL International Co., Limited	GFL International Co., Limited	ORD 152,605,323

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
GFL International Co., Limited	28/04/2017	20,000,000 USD	0	ORD 74,941,452
GFL International Co., Limited	26/03/2019	50,000,000.15 AUD	0	ORD 77,663,871

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Jiangxi Ganfeng Lithium Co. Ltd	A relevant interest pursuant to section 608(3)(b) of the Corporations Act 2001 (as parent company of GFL International Co., Limited).

7. Addresses

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

Name	Address
GFL International Co., Limited	Room 2103, Tung Chiu Commercial Centre, 193 Lockhart Road, Wan Chai, Hong Kong
Jiangxi Ganfeng Lithium Co. Ltd	Suite 1802A Tower B, Jinying Mansion, 1518 Minsheng Road 200135, Shanghai China

Signature

print name **WANG XIAOSHEN** capacity **Vice Chairman**

sign here  date **27/03/2019**

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 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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.

- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) 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.

Annexure A

GFL International Co., Limited

The following 22 pages are Annexure A referred to in Form 603 Notice of Initial Substantial Holder.



WANG XIAOSHEN
Vice Chairman
GFL International Co., Limited
27 March 2019

Subscription agreement

Pilbara Minerals Limited

Jiangxi Ganfeng Lithium Co. Ltd

GFL International Co., Ltd

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this agreement.

2 Subscription

2.1 Subscription

- (a) Subject to the terms and conditions of this agreement, the Issuer must allot and issue, and the Subscriber must subscribe for, the Subscription Shares in the Placement:
 - (i) for the Subscription Amount;
 - (ii) on the Completion Date; and
 - (iii) free of any Security Interests.
- (b) The Subscriber Parent unconditionally and irrevocably guarantees to the Issuer the performance of the Subscriber's obligations under this Agreement including payment of the Subscription Amount.

- (b) The issuer will use all reasonable endeavours to fulfil the Subscriber's application for the Additional Shares in the Placement, subject to the Issuer's right to scale back applications for Shares in the Placement.

2.3 Subscriber's obligations

At the written request of the Issuer, the Subscriber must give to the Issuer:

- (a) an application to subscribe for the Subscription Shares in the Placement in the form set out in Schedule 2 (**Application to subscribe for Shares in the Placement**); and
- (b) the Subscription Amount in Immediately Available Funds.

2.4 Issuer's obligations at Completion

Within 5 Business Days of receipt of the Application to subscribe for Shares in the Placement (such date being the **Completion Date**):

- (a) the Issuer must ensure that the directors of the Issuer hold a meeting at which the directors resolve to allot and issue the Subscription Shares to the Subscriber as part of the Placement in consideration of the Subscription Amount;
- (b) the Issuer must give to the Subscriber a certified copy of the resolution referred to in clause 2.4(a); and
- (c) subject to receipt of the Subscription Amount and Application to subscribe for Shares in the Placement, the Issuer must:
 - (i) issue and allot the Subscription Shares to the Subscriber; and
 - (ii) register the Subscription Shares in the Issuer's register of members, or ensure that the Issuer's share registry does so, in the name of the Subscriber, free from any Security Interest.

2.5 Issuer's obligations immediately following Completion

As soon as possible following Completion, the Issuer must:

- (a) apply for and use its reasonable endeavours to obtain official quotation of the Subscription Shares by ASX;
- (b) notify ASX:

(iv) or any "excluded information" (within the meaning of sub-sections 708A(7) and (8) of the Corporations Act) as at the date of the notice; and

(c) deliver to the Subscriber the issuer-sponsored holding statement for the Subscription Shares.

2.6 Consent to become a member and Constitution

Upon issue of the Subscription Shares, the Subscriber agrees to:

- (a) become a member of the Company; and
- (b) be bound by the constitution of the Issuer upon issue of the Subscription Shares.

2.7 Participation in distributions

The Subscription Shares will only carry the right to participate in a distribution which is declared by the Issuer in respect of the Subscription Shares after the date on which the Subscription Shares are registered in the Issuer's register of members.

3 Timing and Placement and Use of Placement Proceeds

3.1 The Company intends to undertake the Placement within a period of not more than 2 months after the execution by all parties of the Spodumene Concentrate Sale Agreement.

3.2 The Company must use the proceeds from the Placement (after associated Placement costs) including the funds raised by payment of the Subscription Amount for the purposes of:

- (i) development of the Company's Pilgangoora Lithium Tantalum Project and any reasonable costs and expenses the Company incurs in connection with that purpose; and
- (ii) corporate costs and general working capital of the Company.

4 Terms of issue

4.1 Equal ranking

The Subscription Shares rank equally in all respects with all other Shares.

- (b) The Issuer acknowledges that the Subscriber has entered into this agreement in reliance on the Issuer Warranties.
- (c) The Subscriber and the Subscriber Parent each acknowledge that the Issuer has entered into this agreement in reliance on the Subscriber Warranties.
- (d) Each Warranty must be construed independently and is not limited by reference to another Warranty.
- (e) The Warranties survive Completion of this agreement.

5.2 Issuer Warranties

The Issuer represents and warrants that:

- (a) **corporate existence:** it is a body corporate validly existing under the laws of its place of incorporation;
- (b) **power and capacity:** it has the power and capacity to enter into and perform its obligations under this agreement and to own its assets and to carry on its business as it is now being conducted;
- (c) **authority:** it and its directors have taken all necessary action to authorise the signing, delivery and performance of this agreement and the documents required under this agreement in accordance with their respective terms;
- (d) **validity of obligations:** this agreement constitutes valid and binding obligations upon it enforceable in accordance with its terms;
- (e) **no breach:** the signing and delivery of this agreement and the performance by the Issuer of its obligations under it complies with:
 - (i) each applicable law and Authorisation;
 - (ii) the Issuer's constitution;
 - (iii) each replaceable rule in the Corporations Act that applies to the Issuer; and
 - (iv) a Security Interest or document binding on the Issuer;
- (f) **only ordinary shares:** there are no shares in the Issuer on issue apart from ordinary shares;

- (a) **corporate existence:** it is a body corporate validly existing under the laws of its place of incorporation;
- (b) **power and capacity:** it has the power and capacity to enter into and perform its obligations under this agreement and to own its assets and to carry on its business as it is now being conducted;
- (c) **authority:** it and its directors have taken all necessary action to authorise the signing, delivery and performance of this agreement and the documents required under this agreement in accordance with their respective terms;
- (d) **validity of obligations:** this agreement constitutes valid and binding obligations upon it enforceable in accordance with its terms;
- (e) **no breach:** the signing and delivery of this agreement and the performance of its obligations under it complies with:
 - (i) each applicable law and Authorisation;
 - (ii) its constitution;
 - (iii) a Security Interest or document by which it is bound; and
- (f) **no Insolvency Event:** no Insolvency Event has occurred in relation to it.

6 Default and termination

6.1 Failure by a party to comply with its obligations

- (a) If a party (**Defaulting Party**) fails to comply with its obligations under clause 2.2 or clause 2.4 respectively when required to do so, other than as a result of default by the other party, the non-defaulting party may, give the Defaulting Party notice requiring it to comply with that obligation within 20 Business Days of receipt of the notice.
- (b) When a notice is given under clause 6.1(a) time will be of the essence under this agreement.

6.2 Specific performance or termination

If the Defaulting Party does not comply with a notice given under clause 6.1(a) within the period specified in that notice, the non-defaulting party may choose either to seek specific

- (b) On termination of this agreement:
- (i) the parts of the agreement specified in clause 11.14 (**Survival and merger**) are not affected;
 - (ii) each party retains any rights it has against the other party in connection with any right or Claim which arises before termination; and
 - (iii) the Subscriber Parent and the Subscriber must return to the Issuer all documents and other materials in any medium in their possession, power or control which contain information relating to the Subscription Shares and/or Issuer and which have been disclosed to or provided to the Subscriber or the Subscriber Parent by the Issuer.

7 Standstill

7.1 Restrictions

Subject to clause 7.2, for a period of 12 months from the date of this agreement the Subscriber Parent must not, and must procure that each other Subscriber Group Member does not:

- (a) acquire or offer or agree to acquire or do, or omit to do, any act as a result of which it or any Subscriber Group Member may acquire any Relevant Interest or any other direct or indirect interest in any Shares or other Securities other than the Subscription Shares; or
- (b) enter into any agreement or arrangement which confers on it rights the economic effect of which is equivalent or substantially equivalent to the acquisition or holding of any Shares or other Securities including any swap or other derivative
- (c) assist, encourage, procure or induce any person to do any of the things referred to in clauses 7.1(a) or 7.1(b) above including by providing confidential information in connection with the Company to that person.

7.2 Exceptions

The restrictions in clause 7.1 do not apply:

- (a) to any acquisition of Shares or other Securities made by a Subscriber Group Member pursuant to:

- (ii) a proposal to implement a scheme of arrangement for the acquisition of Shares or other securities in the Company by a person other than a Subscriber Group Member;

(c) to anything done with the prior written consent of the Company.

8 Confidentiality

8.1 Confidentiality obligation and exceptions

A party may not disclose the provisions of this agreement or information about another party, or confidential information about the Issuer or its business, except:

- (i) after getting the written consent of the party to which the information relates;
- (ii) to an Officer, employee, professional adviser, consultant or financier who needs to know such information in the conduct of his duties; or
- (iii) as required by an applicable law, legal process, any order or rule of any Government Agency or the rules of a recognised stock exchange, after first consulting with the other parties, about the form and content of the disclosure,

and must use its best endeavours to ensure all permitted disclosures are kept confidential.

9 Dispute resolution

9.1 No proceedings

A party must not start court proceedings about a dispute arising out of this agreement unless it first complies with this clause, except where:

- (a) a party seeks urgent injunctive relief; or
- (b) the dispute relates to compliance with this clause 9.

9.2 Notice

A party claiming that a dispute has arisen must notify each other party giving details of the dispute.

disputing parties is the Company, the director must not be a nominee of the other disputing party (unless this is not possible because all persons entitled to appoint directors are party to the dispute).

9.5 Mediation

If the parties do not resolve the dispute under clause 9.4 (**Negotiate in good faith**), then the parties must attempt to resolve the dispute by mediation conducted in accordance with the Australian Commercial Disputes Centre Mediation Guidelines which are deemed to be incorporated into this agreement. If the dispute has not been settled within 60 Business Days (or a longer period agreed in writing by the disputing parties) after the appointment of a mediator, the parties shall not be obliged to mediate or continue to mediate and may instead rely on their rights at law, including the right to institute court proceedings.

10 GST

- (a) Any consideration or amount payable under this agreement, including any non-monetary consideration (as reduced in accordance with clause 10(e) if required) (**Consideration**) is exclusive of GST.
- (b) If GST is or becomes payable on a Supply made under or in connection with this agreement, an additional amount (**Additional Amount**) is payable by the party providing the Consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.
- (c) The Additional Amount payable under clause 10(b) is payable at the same time and in the same manner as the Consideration for the Supply but is only payable on receipt of a valid Tax Invoice.
- (d) If for any reason (including, without limitation, the occurrence of an Adjustment Event) the amount of GST payable on a Supply (taking into account any Decreasing or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 10(b):
 - (i) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
 - (ii) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and

- (f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes, without limitation, an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a Member is entitled.

11 General

11.1 Notices

- (a) Unless expressly stated otherwise in this agreement, a notice or other communication given under this agreement including, but not limited to, a request, demand, consent, waiver or approval, to or by a party to this agreement (**Notice**):

- (i) must be in legible writing and in English;
- (ii) must be addressed to the addressee at the address or facsimile number set out below or to any other address or facsimile number a party notifies to the other under this clause:

- (A) If to the Issuer:

Pilbara Minerals Ltd
 ACN 112 425 788
 Level 2, 88 Colin Street, West Perth, Western Australia 6005

Fax: +61894335121
 Attention: Mr Ken Brinsden, MD & CEO

- (B) If to the Subscriber:

GFL International Co., Limited
 Room 2103, Tung Chiu Commercial Centre, 193 Lockhart Road, Wan Chai, Hong Kong

Fax: +86 21 61681927
 Attention: Xiaoshen Wang

- (C) If to the Subscriber Parent:

Jiangxi Ganfeng Lithium Co. Ltd
 C/O Suite 1802A, Building B, Jinying Mansion, No. 1518 Minsheng

- (b) Without limiting any other means by which a party may be able to prove that a Notice has been received by another party, a Notice is deemed to be received:
- (i) if sent by hand, when delivered to the addressee;
 - (ii) if by post, 3 Business Days from and including the date of postage/on delivery to the addressee or 5 Business Days from and including the date of postage/on delivery to the addressee if being sent to an overseas address; or
 - (iii) if by facsimile transmission, on receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

- (c) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 2 hours after the transmission is received or regarded as received under clause 11.1(b)(iii) and informs the sender that it is not legible.
- (d) In this clause, a reference to an addressee includes a reference to an addressee's Officers, agents or employees.

11.2 Costs and expenses

Each party must pay its own costs and expenses of negotiating, preparing, signing, delivering and registering this agreement and any other agreement or document entered into or signed under this agreement.

11.3 Costs of performance

A party must bear the costs and expenses of performing its obligations under this agreement, unless otherwise provided in this agreement.

11.4 Stamp duty

All stamp duty (including fines, penalties and interest) which may be payable on or in connection with this agreement and any instrument executed under or in connection with, or any transaction evidenced by the agreement, is payable by the Subscriber.

and

- (ii) Immunity in relation to this agreement in any jurisdiction for any reason.

11.7 Invalidity

- (a) If a provision of this agreement or a right or remedy of a party under this agreement is invalid or unenforceable in a particular jurisdiction:
 - (i) It is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and
 - (ii) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.
- (b) This clause is not limited by any other provision of this agreement in relation to severability, prohibition or enforceability.

11.8 Assignment, novation and other dealings

A party must not assign or novate this agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of each other party which consent may be withheld at the absolute discretion of the party from whom consent is sought.

11.9 Variation

No variation of this agreement is effective unless made in writing and signed by each party.

11.10 Waiver

- (a) No waiver of a right or remedy under this agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this agreement does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

Except as expressly provided in this agreement, each party must, at its own expense, do all things reasonably necessary to give full effect to this agreement and the matters contemplated by it.

11.14 Survival and merger

- (a) No term of this agreement merges on completion of any transaction contemplated by this agreement.
- (b) Clause 7 (**Standstill**), clause 8 (**Confidentiality**) and this clause 11 (**General**) survive termination or expiry of this agreement together with any other term which by its nature is intended to do so.

11.15 Entire agreement

- (a) This agreement is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter.
- (b) Each party represents and warrants that it has not relied on any representations or warranties about the subject matter of this agreement except as expressly provided in this agreement.

11.16 Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

11.17 Relationship of the parties

Except as expressly provided in this agreement:

- (a) nothing in this agreement is intended to constitute a fiduciary relationship or an agency, partnership or trust; and
- (b) no party has authority to bind any other party.

11.18 Third party rights

Except as expressly provided in this agreement:

- (a) each person who executes this agreement does so solely in its own legal capacity and not as agent or trustee for or a partner of any other person; and

- (a) a consent, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, authority or exemption from, by or with a Government Agency; and
- (b) in relation to anything which a Government Agency may prohibit or restrict within a specific period, the expiry of that period without intervention or action.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays or public holidays in Western Australia.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Completion means the completion of the issue and allotment of the Subscription Shares in accordance with this agreement and Complete has a corresponding meaning.

Completion Date has the meaning given in clause 2.4.

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

Dollars, A\$ and \$ means the lawful currency of Australia.

Execution Date means the date the Parties fully execute this Agreement.

Government Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

GST means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Immediately Available Funds means cash, bank cheque or electronic transfer.

Insolvency Event means the occurrence of any one or more of the following events in relation to any person:

- (a) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and

- (f) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;
- (g) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (h) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under sections 459C(2) or 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
- (i) it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act;
- (j) a notice is issued under sections 601AA or 601AB of the Corporations Act and not withdrawn or dismissed within 15 Business Days;
- (k) a writ of execution is levied against it or a material part of its property which is not dismissed within 15 Business Days;
- (l) it ceases to carry on business or threatens to do so; or
- (m) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

Interest Rate means the daily buying rate displayed at or about 10.30am (Sydney time) on the Reuters screen BBSW page for Australian bank bills of a three month duration.

Issuer Warranties means the representations and warranties set out in clause 5.2.

Officer means, in relation to a body corporate, a director or secretary of that body corporate.

Placement means a placement of Shares to be undertaken by the Issuer to fund the Pilgangoora Lithium Tantalum Project in accordance with clause 3.

PPS Act means the *Personal Property Securities Act 2009* (Cth).

PPS Security Interest means a security interest as defined in the PPS Act.

Related Entity means, in respect of any entity, a second entity that:

- (a) controls the first entity;

- (b) options, warrants, notes, bonds or other securities convertible into, or exchangeable for, Shares or any other class of shares in the Company;

Security Interest means:

- (a) any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect; and
- (b) a PPS Security Interest,

and includes any agreement to create any of them or allow them to exist.

Share means an ordinary share in the capital of the Issuer.

Subscriber Group means the Subscriber Parent and its Related Entities and **Subscriber Group Member** means any of them (including the Subscriber);

Subscriber Warranties means the representations and warranties set out in clause 5.3.

Subscription Amount means US\$20 million and converted to the AUD equivalent using the daily exchange rate published by the Reserve Bank of Australia (<http://www.rba.gov.au/statistics/frequency/exchange-rates.html>) the Business Day immediately before Completion.

Subscription Price means the same bona fide issue price determined by the Issuer for Shares in the Placement.

Subscription Shares means the number of Shares determined by dividing the Subscription Amount by the Subscription Price.

Warranties means the Issuer Warranties and the Subscriber Warranties.

2 Interpretation

In this agreement, the following rules of interpretation apply unless the contrary intention appears.

- (a) headings are for convenience only and do not affect the interpretation of this agreement.
- (b) the singular includes the plural and vice versa.

- (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
- (iii) a party includes its successors and permitted assigns;
- (iv) a document includes all amendments or supplements to that document;
- (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this agreement;
- (vi) this agreement includes all schedules and attachments to it;
- (vii) a law includes:
 - (A) any constitutional provision, treaty, decree, statute, regulation, by-law, ordinance or instrument;
 - (B) any order, direction, determination, approval, requirement, licence or licence condition made, granted or imposed under any of them;
 - (C) any judgment; and
 - (D) any rule or principle of common law or equity,
and is a reference to that law as amended, consolidated, replaced, overruled or applied to new or different facts;
- (viii) an agreement other than this agreement includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
- (ix) unless stated otherwise, a monetary amount is in Australian dollars.
- (g) when the day on which something must be done is not a Business Day, that thing must be done on or by the following Business Day.
- (h) in determining the time of day where relevant to this agreement, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this agreement, the time of day in the place where the party required to perform an obligation is located.

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[Schedule 1 - Dictionary | page 18](#)

Subscription Agreement) being *[insert number of Shares]* ordinary shares in the capital of Pilbara Minerals Limited ("**Shares**") for the aggregate subscription price of [AUD \$XX,000,000].

We have arranged an electronic funds transfer for [AUD\$XX,000,000] in payment.

[Insert Subscriber details], agrees:

- (a) that the allotment of the Shares to it constitutes acceptance of this application;
- (b) to become a member of the Company; and
- (c) to be bound by, and hold the Shares subject to the terms of, the constitution of Pilbara Minerals Limited.

Signed by *[insert name of signatory]* as authorised signatory for *[insert]* in the presence of:

Signature of witness

Signature of *[insert name of signatory]*

Name of witness (print)

Signature of director

Signature of director/company secretary

Ken Brinsden

Alex Eastwood

Name of director

Name of director/company secretary

SIGNED for and on behalf of
GFL INTERNATIONAL CO., LIMITED



Wang Xiaoshen

having been duly authorised
in that regard in the presence of

Name (please print)

Executive Director

Title



Shen Hai bo

Witness

Name

Title

Witness
[Handwritten signature]

Name
Shen Haibo

Title
Vice President / Director

Annexure B

GFL International Co., Limited

The following 23 pages are Annexure B referred to in Form 603 Notice of Initial Substantial Holder.



WANG XIAOSHEN
Vice Chairman
GFL International Co., Limited
27 March 2019

Subscription agreement

Pilbara Minerals Limited

Jiangxi Ganfeng Lithium Co. Ltd

GFL International Co., Ltd

Execution Copy

Date: 28 December 2018

Parties

Pilbara Minerals Limited

ACN 112 425 788
Level 2, 88 Colin Street
West Perth, Western Australia, 6005
(**Issuer**)

GFL International Co., Limited, a Hong Kong domiciled, wholly owned subsidiary of Jiangxi Ganfeng Lithium Co. Ltd, of Room 2103, Tung Chiu Commercial Centre, 193 Lockhart Road, Wan Chai, Hong Kong (**Subscriber**); and

Jiangxi Ganfeng Lithium Co.Ltd C/O of Room 2103, Tung Chiu Commercial Centre, 193 Lockhart Road, Wan Chai, Hong Kong (**Subscriber Parent**)

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this agreement.

2 Subscription

2.1 Subscription

- (a) Subject to the terms and conditions of this agreement, the Issuer must allot and issue, and the Subscriber must subscribe for, the Subscription Shares:
 - (i) for the Subscription Amount;
 - (ii) at the Subscription Price;
 - (iii) on the Completion Date; and
 - (iv) free of any Security Interests.

- (b) The Subscriber Parent unconditionally and irrevocably guarantees to the Issuer the performance of the Subscriber's obligations under this Agreement including payment of the Subscription Amount.
- (c) The Subscriber Parent will pay the Subscription Amount upon demand from the Issuer if the Subscription Amount is not paid when due or in the manner it is required to be paid under this Agreement.

2.2 Conditions Precedent

- (a) Completion is subject to and conditional upon all of the following conditions precedent (each a **Condition** and together the **Conditions**) being satisfied or waived as soon as possible but in any event by no later than the Long Stop Date:
 - (i) the Subscriber's affiliate in the PRC has obtained the NDRC Notification;;
 - (ii) the Subscriber's affiliate in the PRC has obtained the MOFCOM Certificate; and
 - (iii) the Subscriber's affiliate in the PRC has completed the SAFE Registration.
- (b) The Subscriber must use its best endeavours to ensure the satisfaction of the Conditions as soon as possible after execution of this agreement but in any event by no later than the Long Stop Date.
- (c) The Conditions are for the sole benefit of the Subscriber and may only be waived by the Subscriber.
- (d) The Subscriber and Subscriber Parent must keep the Issuer regularly informed regarding the progress that is being made in satisfying the Conditions and, must immediately following satisfaction of the last of the Conditions to be satisfied give the Issuer notice of that fact. The Subscriber and Subscriber Parent must immediately notify the Issuer if they become aware that any of the Conditions have become incapable of being satisfied.
- (e) If the Conditions have not been satisfied or waived by the Subscriber by 5:00pm (Perth time) on the Long Stop Date, this agreement shall automatically terminate and, subject to clause 2.2(f), none of the parties shall have any rights or obligations in relation to the other parties, save for those that have accrued up to the date of termination.
- (f) Upon termination of this agreement in accordance with clause 2.2(e), the Subscriber shall pay to the Issuer a termination fee of US\$2,000,000 representing 4.0% of the Subscription Amount.

2.3 Subscriber bound by constitution

Upon issue of the Subscription Shares, the Subscriber agrees to be bound by the constitution of the Issuer in respect of the Subscription Shares.

2.4 Participation in distributions

The Subscription Shares will only carry the right to participate in a distribution which is declared by the Issuer in respect of the Subscription Shares after the date on which the Subscription Shares are registered in the Issuer's register of members.

2.5 Subscription at Subscriber's risk

The Subscriber acknowledges and agrees that:

- (a) the terms of this agreement do not constitute a securities recommendation or financial product advice and in preparing this agreement, the Issuer did not take into account the investment objectives, financial situation and particular needs of any particular person; and
- (b) an investment in the Subscription Shares involves a degree of risk.

3 Completion

3.1 Time and place for Completion

Completion shall take place at 12:00pm (Perth time) on the date which is 5 Business Days after the satisfaction of the last of the Conditions to be satisfied (**Completion Date**) at the Issuer's offices at Level 2, 88 Colin Street, West Perth, Western Australia, or at such other time and place agreed by the parties in writing.

3.2 Subscriber's obligations

The Subscriber must:

- (a) give to the Issuer a completed and signed application to subscribe for the Subscription Shares in the form set out in Schedule 2 (**Subscription Application**); and
- (b) on or before the Business Day immediately preceding the Completion Date, irrevocably instruct its bank to transfer the Subscription Amount to the Issuer in Immediately Available Funds and provide SWIFT confirmation to the Issuer.

3.3 Issuer's obligations at or before Completion

- (a) The Issuer must procure that before the Business Day immediately preceding the Completion Date:
 - (i) that the directors of the Issuer pass a resolution to allot and issue the Subscription Shares to the Subscriber in consideration of the Subscription Amount; and
 - (ii) if requested by the Subscriber, give to the Subscriber a certified copy of the resolution referred to in clause 3.3(a)(i).
- (b) At Completion, subject to receipt of the Subscription Amount and the completed Subscription Application, the Issuer must:
 - (i) issue and allot the Subscription Shares to the Subscriber; and
 - (ii) register the Subscription Shares in the Issuer's register of members, or ensure that the Issuer's share registry does so, in the name of the Subscriber, free from any Security Interest.

3.4 Issuer's obligations immediately following Completion

As soon as possible following Completion, the Issuer must:

- (a) apply for and use its reasonable endeavours to obtain official quotation of the Subscription Shares by ASX;
- (b) notify ASX:
 - (i) that the Subscription Shares were issued without disclosure to the Subscriber under Part 6D.2 of the Corporations Act;
 - (ii) that the notification is being given under sub-section 708A(5)(e) of the Corporations Act;
 - (iii) that, as at the date of the notice, the Issuer has complied with:
 - (A) the provisions of Chapter 2M of the Corporations Act as it applies to the Issuer; and
 - (B) section 674 of the Corporations Act; and
 - (iv) of any "excluded information" (within the meaning of sub-sections 708A(7) and (8) of the Corporations Act) as at the date of the notice; and
- (c) deliver to the Subscriber the issuer-sponsored holding statement for the Subscription Shares.

3.5 Performance of Completion obligations

No party is obliged to complete any of its obligations under this clause 3 and Completion will not occur unless all of the obligations of the other parties which are to be performed at Completion are performed on the same date in accordance with the terms of this agreement. If for any reason any of those obligations are not performed and Completion does not occur then, without prejudice to any other rights of the parties, if a party has performed any of the obligations which it is to perform on Completion, the other parties must take all action necessary to restore that party to the position it was in before that obligation was performed.

3.6 Failure by a party to comply with its obligations and notice to complete

- (a) If a party (**Defaulting Party**) fails to comply with its obligations under this clause 3 when required to do so, other than as a result of default by the other party, the non-defaulting party may, give the Defaulting Party notice requiring it to comply with that obligation within 3 Business Days of receipt of the notice.
- (b) When a notice is given under clause 3.6(a) time will be of the essence under this agreement.

3.7 Specific performance or termination

If the Defaulting Party does not comply with a notice given under clause 3.6(a) within the period specified in that notice, the non-defaulting party may, without prejudice to any other rights or remedies available to it under this agreement or at law, in its absolute discretion seek specific performance or terminate this agreement. In either case, the non-defaulting party may seek damages for any direct loss incurred or suffered as a result of the relevant breach (but excluding consequential or indirect loss).

4 Use of Subscription Amount

4.1 Use of funds raised by payment of Subscription Amount

The Issuer must use the proceeds raised by payment of the Subscription Amount for the purposes of:

- (a) development of any expansions to the Issuer's Pilgangoora Lithium Tantalum Project and any reasonable costs and expenses the Issuer incurs in connection with that purpose; and
- (b) corporate costs and general working capital of the Issuer.

5 Terms of issue

5.1 Equal ranking

The Subscription Shares rank equally in all respects with all other Shares.

6 Warranties

6.1 Giving of Warranties

- (a) The Issuer represents and warrants to the Subscriber, and the Subscriber and the Subscriber Parent each represent and warrant to the Issuer, that each of the Issuer Warranties and the Subscriber Warranties (as applicable) are true and accurate in all material respects:
 - (i) as at the date of this agreement; and
 - (ii) as at Completion.
- (b) The Issuer acknowledges that the Subscriber has entered into this agreement in reliance on the Issuer Warranties.
- (c) The Subscriber and the Subscriber Parent each acknowledge that the Issuer has entered into this agreement in reliance on the Subscriber Warranties.
- (d) Each Warranty must be construed independently and is not limited by reference to another Warranty.
- (e) The Warranties survive Completion of this agreement.

6.2 Issuer Warranties

The Issuer represents and warrants that:

- (a) **corporate existence:** it is a body corporate validly existing under the laws of its place of incorporation;
- (b) **power and capacity:** it has the power and capacity to enter into and perform its obligations under this agreement and to own its assets and to carry on its business as it is now being conducted;

- (c) **authority:** it and its directors have taken all necessary action to authorise the signing, delivery and performance of this agreement and the documents required under this agreement in accordance with their respective terms;
- (d) **validity of obligations:** this agreement constitutes valid and binding obligations upon it enforceable in accordance with its terms;
- (e) **no breach:** the signing and delivery of this agreement and the performance by the Issuer of its obligations under it complies with:
 - (i) each applicable law and Authorisation;
 - (ii) the Issuer's constitution;
 - (iii) each replaceable rule in the Corporations Act that applies to the Issuer; and
 - (iv) a Security Interest or document binding on the Issuer;
- (f) **only ordinary shares:** there are no shares in the Issuer on issue apart from ordinary shares;
- (g) **issued capital:** as at the date of this agreement, the Issuer has the following securities on issue:
 - (i) 1,744,513,405 Shares;
 - (ii) 60,187,919 options; and
 - (iii) 1,809,447 performance rights; and
- (h) **no Insolvency Event:** no Insolvency Event has occurred in relation to the Issuer or any of its subsidiaries.

6.3 Subscriber and Subscriber Parent Warranties

The Subscriber and the Subscriber Parent each severally represent and warrant that:

- (a) **corporate existence:** it is a body corporate validly existing under the laws of its place of incorporation;
- (b) **power and capacity:** it has the power and capacity to enter into and perform its obligations under this agreement and to own its assets and to carry on its business as it is now being conducted;
- (c) **authority:** it and its directors have taken all necessary action to authorise the signing, delivery and performance of this agreement and the documents required under this agreement in accordance with their respective terms;
- (d) **validity of obligations:** this agreement constitutes valid and binding obligations upon it enforceable in accordance with its terms;
- (e) **no breach:** the signing and delivery of this agreement and the performance of its obligations under it complies with:
 - (i) each applicable law and Authorisation;
 - (ii) its constitution;

- (iii) a Security Interest or document by which it is bound; and
- (f) **no Insolvency Event:** no Insolvency Event has occurred in relation to it.

6.4 No warranty unless expressly included

Each of the Subscriber and Subscriber Parent agrees and acknowledges that:

- (a) the Issuer has not made any representation or warranty in respect of the transactions the subject of this agreement except for the Issuer Warranties and no reliance has been placed upon any representation or warranty except for the Issuer Warranties;
- (b) the Issuer Warranties are qualified by any matters or information which has been fairly disclosed by the Issuer in any public disclosures made by the Issuer on the ASX;
- (c) the Issuer makes no representation or warranty whatsoever as to any future matters, including future or forecast costs, revenues, markets, production, recoveries, profits or development plans or timing of future activities, including exploratory, appraisal, development or rehabilitation activities.

6.5 No other warranties or representations

To the maximum extent permitted by law, except for the Warranties given by a party, all warranties and representations on the part of the party, its directors, officers, employees, agents, representatives or advisers, whether express or implied, whether statutory or otherwise, are expressly excluded.

6.6 Limitation on liability

- (a) The maximum aggregate amount which any party is required to pay in respect of all Claims under this agreement whenever made is limited to an amount equal to the Subscription Amount.
- (b) No party will be liable for a Claim unless the party making the Claim notifies the party who the Claim is against of the Claim (in writing and in reasonable detail) within 12 months after Completion.

7 Restrictions on disposal

7.1 Restrictions on disposal

The Subscriber undertakes that, for a period of six months commencing on the Completion Date, it shall not transfer or otherwise dispose of any Shares that it holds, other than pursuant to:

- (a) a Takeover Bid, which is:
 - (i) announced;
 - (ii) becomes unconditional; and
 - (iii) pursuant to which the person making the Takeover Bid has a Relevant Interest in 50% or more of the total Shares on issue in the Issuer; or

- (b) a scheme of arrangement which has been approved by the Shareholders of the Issuer and the relevant court.

7.2 Holding lock

The Issuer shall be entitled to instruct the Issuer's share registry to place a holding lock on all Shares held by the Subscriber to give effect to the undertaking in clause 7.1.

8 Confidentiality

8.1 Confidentiality obligation and exceptions

A party may not disclose the provisions of this agreement or information about another party, or confidential information about the Issuer or its business, except:

- (i) after getting the written consent of the party to which the information relates;
- (ii) to an Officer, employee, professional adviser, consultant or financier who needs to know such information in the conduct of his duties; or
- (iii) as required by an applicable law, legal process, any order or rule of any Government Agency or the rules of a recognised stock exchange, after first consulting with the other parties, about the form and content of the disclosure,

and must use its best endeavours to ensure all permitted disclosures are kept confidential.

9 Dispute resolution

9.1 No proceedings

A party must not start court proceedings about a dispute arising out of this agreement unless it first complies with this clause, except where:

- (a) a party seeks urgent injunctive relief;
- (b) a party seeks specific performance pursuant to clause 3.7; or
- (c) the dispute relates to compliance with this clause 9.

9.2 Notice

A party claiming that a dispute has arisen must notify each other party giving details of the dispute.

9.3 Best efforts to resolve

Each party to the dispute must use its best endeavours to resolve the dispute within 10 Business Days following receipt of notice of the dispute or a longer period agreed in writing by the parties to the dispute.

9.4 Negotiate in good faith

If the parties do not resolve the dispute under clause 9.3 (**Best efforts to resolve**), a director of each disputing party (where the disputing party is a company), and otherwise the individual, must negotiate in good faith to resolve the dispute for a period of up to 10 Business Days (or a longer period agreed in writing by the parties to the dispute) after the end of the period referred to in clause 9.3 (**Best efforts to resolve**). Where one of the disputing parties is the Issuer, the director must not be a nominee of the other disputing party (unless this is not possible because all persons entitled to appoint directors are party to the dispute).

9.5 Mediation

If the parties do not resolve the dispute under clause 9.4 (**Negotiate in good faith**), then the parties must attempt to resolve the dispute by mediation conducted in accordance with the Australian Commercial Disputes Centre Mediation Guidelines which are deemed to be incorporated into this agreement. If the dispute has not been settled within 60 Business Days (or a longer period agreed in writing by the disputing parties) after the appointment of a mediator, the parties shall not be obliged to mediate or continue to mediate and may instead rely on their rights at law, including the right to institute court proceedings.

10 Rights in respect of additional Product

10.1 Product from Stage 2 Expansion

Subject to:

- (a) Completion occurring;
- (b) the Stage 2 Expansion being constructed and commissioned; and
- (c) the Subscriber continuing to hold at least 5% of the total number of Shares on issue in the Issuer,

the Issuer will, acting reasonably and subject to competitive terms acceptable to the Issuer, endeavour to give preference to the Subscriber or a Subscriber Group Member to purchase up to 50% of any available Product from the Stage 2 Expansion, which becomes available and is not committed under binding offtake agreements or sold to existing customers of the Issuer or its Related Entities.

10.2 Product from Stage 3 Expansion

Subject to:

- (a) Completion occurring;
- (b) the Subscriber (or a Subscriber Group Member) providing a prepayment to the Issuer or its Related Entities of not less than US\$20 million towards the Stage 3 Expansion; and
- (c) the Stage 3 Expansion being constructed and commissioned (**Stage 3 Expansion**),

the Issuer will, acting reasonably and subject to competitive terms acceptable to the Issuer, endeavour to give the Subscriber or a Subscriber Group Member the right to purchase up to 50,000tpa of Product from the Stage 3 Expansion.

11 GST

- (a) Any consideration or amount payable under this agreement, including any non-monetary consideration (as reduced in accordance with clause 11(e) if required) (**Consideration**) is exclusive of GST.
- (b) If GST is or becomes payable on a Supply made under or in connection with this agreement, an additional amount (**Additional Amount**) is payable by the party providing the Consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.
- (c) The Additional Amount payable under clause 11(b) is payable at the same time and in the same manner as the Consideration for the Supply but is only payable on receipt of a valid Tax Invoice.
- (d) If for any reason (including, without limitation, the occurrence of an Adjustment Event) the amount of GST payable on a Supply (taking into account any Decreasing or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 11(b):
 - (i) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
 - (ii) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
 - (iii) the Supplier must notify the Recipient of the refund, credit or further amount within 10 Business Days after becoming aware of the variation to the amount of GST payable. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 10 Business Days after becoming aware of the occurrence of the Adjustment Event.
- (e) Notwithstanding any other provision in this agreement, if an amount payable under or in connection with this agreement (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred.
- (f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes, without limitation, an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a Member is entitled.

12 General

12.1 Notices

- (a) Unless expressly stated otherwise in this agreement, a notice or other communication given under this agreement including, but not limited to, a request, demand, consent, waiver or approval, to or by a party to this agreement (**Notice**):
- (i) must be in legible writing and in English;
 - (ii) must be addressed to the addressee at the address or email address set out below or to any other address or email address a party notifies to the other under this clause:
 - (A) if to the Issuer:

Pilbara Minerals Limited
ACN 112 425 788
Level 2, 88 Colin Street, West Perth, Western Australia 6005

Email: kbrinsden@pilbaraminerals.com.au
Attention: Mr Ken Brinsden, Managing Director & CEO
 - (B) if to the Subscriber:

GFL International Co., Limited
Room 2103, Tung Chiu Commercial Centre, 193 Lockhart Road, Wan Chai, Hong Kong

Email: wangxiaoshen@ganfenglithium.com
Attention: Xiaoshen Wang
 - (C) if to the Subscriber Parent:

Jiangxi Ganfeng Lithium Co. Ltd
C/O Suite 1802A, Building B, Jinying Mansion, No. 1518 Minsheng Road,
Pudong, Shanghai, 200135

Email: wangxiaoshen@ganfenglithium.com
Attention: Xiaoshen Wang
 - (iii) must be signed by the sender (if an individual) or an Officer of the sender; and
 - (iv) is deemed to be received by the addressee in accordance with clause 12.1(b).
- (b) Without limiting any other means by which a party may be able to prove that a Notice has been received by another party, a Notice is deemed to be received:
- (i) if sent by hand, when delivered to the addressee;

- (ii) if by post, 3 Business Days from and including the date of postage/on delivery to the addressee or 5 Business Days from and including the date of postage/on delivery to the addressee if being sent to an overseas address; or
- (iii) if by email, the earlier of:
 - (A) at the time of transmission unless the sender receives an automatic notification that the email has not been received (other than an out of office auto-reply for the named addressee) and it receives the notification before two hours after the time of transmission;
 - (B) the sender receiving a message from the intended recipient's information system confirming delivery of the email; and
 - (C) when the email (including any attachment) becomes available to read at the email address specified by the recipient in accordance with this agreement,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

- (c) In this clause, a reference to an addressee includes a reference to an addressee's Officers, agents or employees.

12.2 Costs and expenses

Each party must pay its own costs and expenses of negotiating, preparing, signing, delivering and registering this agreement and any other agreement or document entered into or signed under this agreement.

12.3 Costs of performance

A party must bear the costs and expenses of performing its obligations under this agreement, unless otherwise provided in this agreement.

12.4 Stamp duty

All stamp duty (including fines, penalties and interest) which may be payable on or in connection with this agreement and any instrument executed under or in connection with, or any transaction evidenced by the agreement, is payable by the Subscriber.

12.5 Governing law

The laws of Western Australia govern this agreement.

12.6 Jurisdiction

Each party irrevocably and unconditionally:

- (a) submits to the exclusive jurisdiction of the courts of Western Australia;
- (b) waives any:
 - (i) claim or objection based on absence of jurisdiction or inconvenient forum; and

- (ii) immunity in relation to this agreement in any jurisdiction for any reason.

12.7 Invalidity

- (a) If a provision of this agreement or a right or remedy of a party under this agreement is invalid or unenforceable in a particular jurisdiction:
 - (i) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and
 - (ii) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.
- (b) This clause is not limited by any other provision of this agreement in relation to severability, prohibition or enforceability.

12.8 Assignment, novation and other dealings

A party must not assign or novate this agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of each other party which consent may be withheld at the absolute discretion of the party from whom consent is sought.

12.9 Variation

No variation of this agreement is effective unless made in writing and signed by each party.

12.10 Waiver

- (a) No waiver of a right or remedy under this agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this agreement does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

12.11 Cumulative rights

Except as expressly provided in this agreement, the rights of a party under this agreement are in addition to and do not exclude or limit any other rights or remedies provided by law.

12.12 Severability

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.

12.13 Further assurances

Except as expressly provided in this agreement, each party must, at its own expense, do all things reasonably necessary to give full effect to this agreement and the matters contemplated by it.

12.14 Survival and merger

- (a) No term of this agreement merges on completion of any transaction contemplated by this agreement.
- (b) Clause 8 (**Confidentiality**) and this clause 12 (**General**) survive termination or expiry of this agreement together with any other term which by its nature is intended to do so.

12.15 Entire agreement

- (a) This agreement is the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter.
- (b) Each party represents and warrants that it has not relied on any representations or warranties about the subject matter of this agreement except as expressly provided in this agreement.

12.16 Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

12.17 Relationship of the parties

Except as expressly provided in this agreement:

- (a) nothing in this agreement is intended to constitute a fiduciary relationship or an agency, partnership or trust; and
- (b) no party has authority to bind any other party.

12.18 Third party rights

Except as expressly provided in this agreement:

- (a) each person who executes this agreement does so solely in its own legal capacity and not as agent or trustee for or a partner of any other person; and
- (b) only those persons who execute this agreement have a right or benefit under it.

Schedule 1 Dictionary

1 Dictionary

In this agreement:

ASX means the Australian Securities Exchange.

ASX Listing Rules means the rules of the market operated by ASX.

Authorisation includes:

- (a) a consent, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, authority or exemption from, by or with a Government Agency; and
- (b) in relation to anything which a Government Agency may prohibit or restrict within a specific period, the expiry of that period without intervention or action.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays or public holidays in Western Australia.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Completion means the completion of the issue and allotment of the Subscription Shares in accordance with this agreement and Complete has a corresponding meaning.

Completion Date has the meaning given in clause 3.1.

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

A\$ means Australian dollars, the lawful currency of Australia.

Government Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

GST means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Immediately Available Funds means cash, bank cheque or electronic transfer.

Insolvency Event means the occurrence of any one or more of the following events in relation to any person:

- (a) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, and the application is not withdrawn, struck out or dismissed within 15 Business Days of it being made;

- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;
- (d) a Controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;
- (e) a receiver is appointed to it or any of its assets;
- (f) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;
- (g) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (h) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under sections 459C(2) or 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
- (i) it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act;
- (j) a notice is issued under sections 601AA or 601AB of the Corporations Act and not withdrawn or dismissed within 15 Business Days;
- (k) a writ of execution is levied against it or a material part of its property which is not dismissed within 15 Business Days;
- (l) it ceases to carry on business or threatens to do so; or
- (m) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

Interest Rate means the daily buying rate displayed at or about 10.30am (Sydney time) on the Reuters screen BBSW page for Australian bank bills of a three month duration.

Issuer Warranties means the representations and warranties set out in clause 6.2.

Long Stop Date means 31 March 2019 or such later date as may be agreed by the parties in writing.

Mine means the Issuer's Pilgangoora Lithium-Tantalum mine.

MOFCOM means the Ministry of Commerce of the PRC, including its local commerce authorities.

MOFCOM Certificate means the Certificate of Overseas Investments of Enterprise issued by the MOFCOM to the Subscriber's affiliate in the PRC in respect of the Subscriber's entry into this agreement.

NDRC means the National Development and Reform Commission of the PRC or its competent local branch or counterparty in the PRC.

NDRC Notification means the filing notification (备案通知书) or approval notification (核准通知书) issued by the NDRC in respect of the Subscriber's entry into this agreement.

Officer means, in relation to a body corporate, a director or secretary of that body corporate.

PPS Act means the *Personal Property Securities Act 2009* (Cth).

PPS Security Interest means a security interest as defined in the PPS Act.

PRC means the People's Republic of China.

Product means spodumene concentrate produced from lithium/tantalite ore from the Mine.

Related Entity means, in respect of any entity, a second entity that:

- (a) controls the first entity;
- (b) is under the control of the first entity; or
- (c) is under the control of a third entity that also controls the first entity,

with control having the meaning given in section 50AA of the Corporations Act;

Relevant Interest has the meaning given in the Corporations Act as modified by any class order or other instrument executed by ASIC that applies to the Issuer;

SAFE Registration means the registration to the State Administration of Foreign Exchange or its competent local counterpart in the PRC, through a bank or financial institution, for the purpose of permitting the offshore remittance of RMB to be used to fund the Subscription Amount.

Securities means:

- (a) Shares or any other class of shares in the capital of the Issuer; and
- (b) options, warrants, notes, bonds or other securities convertible into, or exchangeable for, Shares or any other class of shares in the Issuer;

Security Interest means:

- (a) any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect; and
- (b) a PPS Security Interest,

and includes any agreement to create any of them or allow them to exist.

Share means an ordinary share in the capital of the Issuer.

Stage 2 Expansion means the expansion of the capacity of the Mine to a throughput of 5mpta of processed ore.

Stage 3 Expansion means the expansion of the capacity of the Mine to a throughput of greater than 5mpta of processed ore and which occurs as a result of additional construction beyond the Stage 2 Expansion (and not as a result of any optimisation of the Mine and processing facilities associated with the Stage 2 Expansion).

Subscriber Group means the Subscriber Parent and its Related Entities and **Subscriber Group Member** means any of them (including the Subscriber);

Subscriber Warranties means the representations and warranties set out in clause 6.3.

Subscription Amount means A\$50,000,000.15

Subscription Application has the meaning given in clause 3.2(a).

Subscription Price means A\$0.6438.

Subscription Shares means 77,663,871.

Takeover Bid has the meaning given in section 9 of the Corporations Act.

US\$ means United States dollars, the lawful currency of the United States of America.

Warranties means the Issuer Warranties and the Subscriber Warranties.

2 Interpretation

In this agreement, the following rules of interpretation apply unless the contrary intention appears.

- (a) headings are for convenience only and do not affect the interpretation of this agreement.
- (b) the singular includes the plural and vice versa.
- (c) words that are gender neutral or gender specific include each gender.
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as nor are intended to be interpreted as words of limitation.
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this agreement;

- (vi) this agreement includes all schedules and attachments to it;
- (vii) a law includes:
 - (A) any constitutional provision, treaty, decree, statute, regulation, by-law, ordinance or instrument;
 - (B) any order, direction, determination, approval, requirement, licence or licence condition made, granted or imposed under any of them;
 - (C) any judgment; and
 - (D) any rule or principle of common law or equity,and is a reference to that law as amended, consolidated, replaced, overruled or applied to new or different facts;
- (viii) an agreement other than this agreement includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
- (ix) unless stated otherwise, a monetary amount is in Australian dollars.
- (g) when the day on which something must be done is not a Business Day, that thing must be done on or by the following Business Day.
- (h) in determining the time of day where relevant to this agreement, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this agreement, the time of day in the place where the party required to perform an obligation is located.
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any clause of it.
- (j) if a party fails to pay any amount payable by it under or in accordance with this agreement (including the Subscription Amount) that party must, if demand is made, pay simple interest on that amount from the due date for payment until that amount is paid in full at the rate per annum which is the sum of the Interest Rate on the date on which the payment was due, plus a margin of 3.5%, calculated daily. The right to require payment of interest under this clause is without prejudice to any other rights the non-defaulting party may have against the defaulting party at law or in equity.

Schedule 2 Subscription Application

Application to subscribe for Shares

To the Directors of Pilbara Minerals Limited (**Company**)

We refer to the subscription agreement dated 28 December 2018 between the Company and Jiangxi Ganfeng Lithium Co.Ltd and us, GFL International Co., Limited (**Subscription Agreement**).

In accordance with the Subscription Agreement, GFL International Co., Limited, applies for, and requests you to allot and issue to it the Subscription Shares (as defined in the Subscription Agreement) being 77,663,871 ordinary shares in the capital of Pilbara Minerals Limited ("**Shares**") for the aggregate subscription price of A\$50,000,000.15

We have arranged an electronic funds transfer for A\$50,000,000.15 in payment.

GFL International Co., Limited, agrees:

- (a) that the allotment of the Shares to it constitutes acceptance of this application; and
- (b) to be bound by, and hold the Shares subject to the terms of, the constitution of Pilbara Minerals Limited.

Signed by WANG XIAOSHEN as authorised signatory for **GFL International Co., Limited** in the presence of:



Signature of witness



Signature of WANG XIAOSHEN

REN YUCHEN

Name of witness (print)

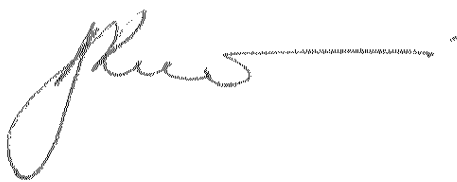
Execution page

Executed as an agreement

EXECUTED by PILBARA)
 MINERALS LIMITED in)
 accordance with section 127 of the)
 Corporations Act 2001 (Cth):



Signature of director



Signature of director

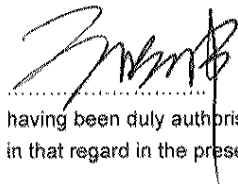
KEN BRINSDEN

ANTHONY KIERNAN

Name of director

Name of director

SIGNED for and on behalf of
 GFL INTERNATIONAL CO., LIMITED



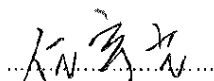
having been duly authorised
 in that regard in the presence of

WANG XIAOSHEN

Name (please print)

Vice Chairman

Title



Witness

REN YUCHENG

Name

Company Secretary

Title

SIGNED for and on behalf of
JIANGXI GANFENG LITHIUM CO LTD



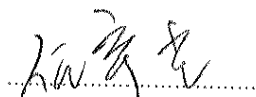
having been duly authorised
in that regard in the presence of

WANG XIAOSHEN

Name (please print)

Vice Chairman

Title



Witness

REN YUCHEN

Name

Company Secretary

Title