



OUTBACK METALS LIMITED (ACN 126 797 573)

NOTICE OF GENERAL MEETING

Monday 1 SEPTEMBER 2014

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN that a General Meeting of Shareholders of Outback Metals Limited will be held at
33 Lascelles Avenue, Hove, South Australia on
Monday 1 September 2014 commencing at **11:00 am** ACST.

Ordinary Business

Resolution – Approval of Issue of Securities - Underwriting

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

That for the purposes of section 611, item 7 of the Corporations Act and ASX Listing Rule 10.11 and for all other purposes, the Company approves the issue to South Cove Limited of the Convertible Note and the acquisition by South Cove Limited (and consequently, as a matter of law, by each of Territory Development Corporation Pty Limited and Graham Maxwell Chrisp) of a relevant interest (within the meaning of the Corporations Act) in all shares and Options in the Company pursuant to each of:

- I. the Underwriting Agreement; and
- II. the Convertible Note; and
- III. the exercise of all Options.

In this resolution:

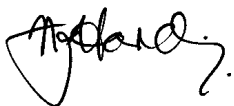
- a. the “Underwriting Agreement” refers to the Underwriting Agreement between South Cove Limited and the Company dated 21 July 2014, a copy of which is provided to Shareholders with the Notice of Meeting;
- b. the “Convertible Note” refers to the Convertible Note, which is Schedule 3 to the Underwriting Agreement; and
- c. “Options” refers to the First Options and the Second Options defined in the Underwriting Agreement (in the definition of Options in the Underwriting Agreement).

Voting Exclusion Statement

The Company will disregard any votes cast on the Resolution by South Cove Limited, Territory Development Corporation Pty Limited and Graham Maxwell Chrisp and any of their associates. However, the Company will not disregard a vote if:

- (a) it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions of the proxy form; or
- (b) it is cast by a person who is chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

By Order of the Board



N J Harding

Company Secretary

Dated this 30th day of July 2014

Voting Entitlements

Pursuant to Regulation 7.11.37 of the Corporations Regulations 2001, made pursuant to Section 1074E(2)(g) of the Corporations Act 2001, the Directors have determined that the shareholding of each Shareholder for the purposes of ascertaining the voting entitlements for the General Meeting will be as it appears in the share register on Friday 29 August 2014 at 7pm AEST.

Proxies

A Shareholder entitled to attend and vote at the meeting has the right to appoint a proxy, who need not be a Shareholder of the Company. If a Shareholder is entitled to cast two or more votes they may appoint two proxies and may specify the percentage of votes each proxy is appointed to exercise.

The Proxy Form accompanies this Notice of Meeting. To be valid, online proxy voting or the completed Proxy Form must be submitted no later than 11:00am ACST on Saturday 30 August 2014 using one of the following methods:

- 1) **Vote Online** at www.boardroomlimited.com.au/vote/oumgm2014
- 2) **Deliver** the Proxy Form to the office of the Company's Share Registry, Boardroom Pty Ltd, Level 7, 207 Kent Street, Sydney, NSW 2000
- 3) **Mail** the Proxy Form to Boardroom Pty Ltd, GPO Box 3393, Sydney, NSW 2001
- 4) **Fax** the Proxy Form to or +61 2 9290 9655 (outside Australia)

Further directions for the proper completion of the Proxy Form or submitting your votes online are set out on the Proxy Form.

Corporate Representative

A corporation that is a Shareholder or a proxy may elect to appoint a person to act as its corporate representative at the meeting, in which case the corporate Shareholder or proxy (as applicable) must provide that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that Shareholder's or proxy's (as applicable) corporate representative. The authority must be sent to the Company and/or the Company's Share Registry (detailed above) in advance of the meeting or handed in at the meeting when registering as a corporate representative.

Explanatory Memorandum

The Explanatory Memorandum accompanying this Notice of General Meeting is incorporated in and comprises part of this Notice of General Meeting and should be read in conjunction with this Notice.

EXPLANATORY MEMORANDUM

This Explanatory Memorandum has been prepared to assist Shareholders in consideration of the resolution proposed for the General Meeting of the Company to be held at 33 Lascelles Avenue, Hove, South Australia on Monday 1 September 2014 commencing at 11.00 am (Adelaide time CST).

It should be read in conjunction with the accompanying Notice of General Meeting.

Resolution 1 – Approval of Issue of Securities - Underwriting

The following explanatory detail, which also includes the report of the Independent Directors, provides all information known to South Cove Limited (SCL), Territory Development Corporation Pty Limited (TDC), Graham Maxwell Chrisp (GMC) and the Company that is material to the decision on how to vote on the Resolution:

- a) 83,116,776 shares are currently held by SCL and 73,252,250 shares are held by TDC (together totaling 156,369,026 shares) and the voting power in the Company of SCL and each of its associates, TDC and GMC prior to any acquisition, the subject of the Resolution, is 64.94%;
- b) SCL is entitled as a result of a Convertible Note entered into with the Company dated 23rd October 2013 to acquire a further 106,724,166 shares and attaching options that could (if all options were exercised) increase SCL's shareholding by a further 213,448,332 shares. Any shares issued arising as a result of the terms of the Convertible Note and/or this Resolution would also increase the relevant interests of TDC and GMC in the Shares and TDC's and GMC's voting power. The conversion price of that Convertible Note and the option exercise prices are substantially in excess of the Company's current share price.
- c) if the acquisition of a relevant interest in shares in the Company (Shares), the subject of the Convertible Note and/or this Resolution is made, the identity of the person making the acquisition is SCL, the associates of which are TDC and GMC (and their relevant interest in Shares would increase to the same extent as SCL's increase in a relevant interest in Shares resulting from the acquisition);
- d) if all of the acquisitions the subject of this Resolution are made (and assuming no conversion is made of the convertible note dated 23rd October 2013 and assuming no options arising under this Resolution are exercised), the maximum extent of the increase in SCL's voting power in the Company is 17.53% and the voting power that SCL would have as a result of all of those acquisitions is 82.47%;
- e) if all of the Options arising from this Resolution were exercised, the maximum extent of the increase in SCL's (and its associates) voting power in the Company as a result of this Resolution is 26.29% and the voting power that SCL (and its associates) would have as a result of all of those acquisitions is **91.23%**;
- f) in addition, if all of the acquisitions, the subject of this Resolution, the Convertible Note and the Convertible Note dated 23rd October 2013 are made, the maximum extent of the increase in SCL's (and its associates) voting power in the Company is 28.48% and the voting power that SCL (and its associates) would have as a result of all of those acquisitions is **93.42%**, which is equivalent to 1,198,963,265 shares of a total of 1,283,401,486 possible shares on issue;
- g) the reasons for the acquisitions, the subject of the Resolution, are that the Company requires the funds proposed to be raised by the Rights Issue, the subject of the Underwriting Agreement. As it is vital to the Company's future that those funds be raised, SCL (together with its associate, TDC) the largest and controlling shareholder in the Company, has agreed (subject to conditions) to provide to the Company the funds it requires, to the full extent of any shortfall in subscriptions to the Rights Issue, either pursuant to the Underwriting Agreement, or, if less than 50,000,000 shares are subscribed in the Rights Issue, pursuant to the proposed Convertible Note;
- h) the proposed acquisitions will occur:
 - i. on the subscription by SCL for Shares in the Company following the close of the Rights Issue, pursuant to and as provided in the Underwriting Agreement (including the underwriting fee if taken as shares); or
 - ii. by SCL exercising the Conversion Option under the Convertible Note pursuant to, and as provided, in the Underwriting Agreement and the Convertible Note;
- i) the material terms of the proposed acquisitions are set out in the Underwriting Agreement and the Convertible Note;
- j) there is no relevant agreement between SCL and the Company, or any of their associates, or any other party, that is conditional on (or directly or indirectly depends on) the approval of the proposed acquisitions by the Resolution;
- k) neither SCL, nor either of its associates (TDC and GMC), has any intention regarding the future of the Company dependent on or related to the proposed acquisitions and, in particular, regarding any of the following:
 - any change in the business of the Company (other than as previously noted in announcements on the ASX (www.asx.com.au:OUM));
 - the injection of further capital into the Company;
 - the future employment of present employees of the Company;

- any transfer of assets between the Company and SCL or either of its associates (TDC and GMC) (although SCL has offered to acquire all of the Company's assets on certain terms which offer remains open for acceptance by the Company until 30 December 2014);
 - other redeployment of the fixed assets of the Company (other than as previously noted in announcements on the ASX);
 - any change in the financial or dividend distribution of the Company;
- l) there is no person who is intended to become a director if shareholders approve the proposed acquisitions by the Resolution.

Report of Independent Directors

The Directors of the Company are Graham Maxwell Chrisp, Jason Chrisp, Benjamin Chrisp, Peter Reynolds and Sharron Sylvester. As Mr Graham Chrisp has an interest in the acquisitions the subject of the section 611 7 resolution and Mr Jason Chrisp and Mr Benjamin Chrisp are Mr Graham Chrisp's sons, Mr Reynolds and Ms Sylvester are the Independent Directors for the purposes of this report.

It is considered that the Independent Directors have sufficient expertise, experience and resources for the preparation of this report, which must be read with the other documents, referred to in the following paragraph "Information Provided to Shareholders", that have been approved by the Independent Directors.

The approval of shareholders is being sought by the Company to enter into an Underwriting Agreement with SCL (including the payment to SCL of a commission), together with its associate, TDC (the major shareholder in the Company), in respect of the Rights Issue being offered to all shareholders, or if the conditions of the Underwriting Agreement are not satisfied and other conditions satisfied, a Convertible Note. Pursuant to the Underwriting Agreement, if the minimum subscription of 50,000,000 shares is not achieved under the Rights Issue then SCL is not required to subscribe for shares for the shortfall amount but rather must lend to the Company the shortfall amount by way of the Convertible Note.

A copy of the Underwriting Agreement and of the Convertible Note are provided to shareholders with the Notice of Meeting. The attention of shareholders is drawn particularly to clauses 9, and 10 of the Underwriting Agreement; these are not usual clauses for an underwriting agreement.

If effect is given to SCL's underwriting obligation, SCL will be entitled to an underwriting fee of \$9,000, which is considered would be reasonable in the circumstances if the Company and SCL were dealing at arm's length. The underwriting fee may be converted to Shares at the election of SCL at the same price as the price offered under the Rights Issue.

If, and to the extent that, SCL does acquire Shares and Options (and Shares pursuant to the exercise of Options) it is in respect of Shares and Options offered to all shareholders in the Rights Issue, at the same price, on the same terms.

The Independent Directors are satisfied that the Company, having explored all reasonable alternatives for fundraising and underwriting of the Rights Issue, has no reasonable or practically available alternative to enable it to survive than to proceed with the Rights Issue and the funding provided for under the Underwriting Agreement or, as a fall back, the Convertible Note.

Furthermore, to the extent that further Shares are issued to SCL it will not change the present control of the Company, as referred to below, rather, Shares would be issued to the major shareholder in its continuing support of the Company.

No Change of Control

The passing of the Resolution, on which the major associated shareholders in the Company, SCL and TDC, will not vote, does not itself have any effect on the control of the Company because SCL and TDC presently have the ability to control the Company with a combined holding of 64.94% of the ordinary shares in the Company. If all of the Shares subscribed, that is a maximum of 240,807,247 Shares, for which SCL subscribes under the Underwriting Agreement or pursuant to the exercise of the Conversion Option in the Convertible Note (if that is the means by which SCL provides the funding of the shortfall in the Rights Issue) and a maximum of 240,807,247 additional Shares if SCL exercises all of the First Options and a maximum of 240,807,247 additional Shares if SCL exercises all of the Second Options, SCL and TDC would have between them 91.23% of the voting Shares in the Company (if the Underwriting Agreement takes effect) or if the Convertible Note is subscribed and the Conversion Option is fully exercised.

Shareholders should note however that SCL and TDC (and Graham Chrisp, who also has a relevant interest under the Corporations Act in all of the Shares in which SCL and TDC have a relevant interest) are entitled under the Corporations Act to acquire a further 3% of the Shares every six months. **If any of SCL, TDC or Graham Chrisp did acquire further Shares so that one or more of them became a "90% holder", a shareholder with voting power in the Company of at**

least 90% of Shares in the Company, (as defined in the Corporations Act), the right of compulsory acquisition conferred by the Corporations Act of a 90% holder would arise.

Information Provided to Shareholders

Based on legal advice given to the Independent Directors, they believe that all information material to a decision on how to vote on the Resolution is given to shareholders in this Explanatory Memorandum and the documents referred to in it. In addition, the Independent Directors recommend that shareholders carefully read the Offer Document in respect of the Rights Issue, the subject of the Underwriting Agreement.

It is recommended that shareholders read the Company's 2013 Annual Report and also other announcements made by the Company (ASX:OUM) to the Australian Securities Exchange. Shareholders may obtain copies on www.asx.com.au

Details of the securities described in this resolution are as follows:

	Number of Securities	Issue Price	Expiry Date
Current Shares on issue	240,807,247		
Proposed 1 for 1 Rights Issue	240,807,247	\$0.001	
Free attaching First Option	240,807,247	\$0.001	31 July 2015
Second Option (if First Option is exercised)	240,807,247	\$0.0012	31 December 2017
Shares issued on conversion of 2013 Convertible Note	106,724,166	\$0.004	31 December 2014

Date of Issue

Under the terms of the Underwriting Agreement SCL is entitled to an underwriting fee of \$9,000. SCL may elect to receive that fee in Shares (and attaching First Options) at an issue price of \$0.001. If SCL does so elect to receive its fee in Shares then those Shares will be issued within one month of the General Meeting.

If pursuant to the Underwriting Agreement SCL is required to lend to the Company the shortfall amount by way of the Convertible Note, then the Convertible Note will be issued within one month of the General Meeting. The Convertible Note matures on 31 July 2015. At that time SCL can elect to convert the loan amount due under the Convertible Note into Shares (with attaching First Options) as stated above.

Company's Need of Funds

The Company requires the funds proposed to be raised by the Rights Issue, the subject of the Underwriting Agreement for the purposes set out in the Offer Document for the Rights Issue and the Letter from the Chairman accompanying that Offer Document.

In recent times the Company has explored obtaining external finance and an external underwriting of a rights issue from six brokers or institutions. Prevailing market circumstances have not been favourable for a successful outcome to those enquiries.

SCL has supported the Company financially in a major way. SCL made a loan to the Company of \$500,000 in June 2011. That loan was repaid from proceeds from the sale of the Wingate tenement in April 2012 on the basis, considered by the Company's then independent directors to be in the best interests of the Company, that other liabilities of the Company to SCL be deferred, as referred to in Note 26 of the 2013 Annual report.

In addition, in November 2013 SCL subscribed for a Convertible Note that provided further funds to the Company. Under the terms of that Convertible Note SCL is entitled to convert the funds advanced into shares at \$0.004 each and receive options giving SCL the right to acquire further shareholdings in the Company. Shareholders are advised to read announcements released to the Australian Securities Exchange as noted previously.

To the extent of any shortfall in the Rights Issue, the Company is therefore dependent on SCL providing the necessary funds to make up the shortfall, either pursuant to the Underwriting Agreement or the Convertible Note. Neither the Underwriting Agreement, nor the Convertible Note, may be entered into unless the approval provided for in the Resolution is given by shareholders voting in favour of that resolution.

Recommendation of the Independent Directors

The Independent Directors recommend that the shareholders in the Company (other than SCL and its two associates, TDC and GMC, who will not vote), should vote in favour of the Resolution for the reasons set out in this report.

GLOSSARY

In this Explanatory Memorandum, the following terms have the following unless the context otherwise requires:

"**ASX**" means ASX Limited ACN 008 624 691 or the securities exchange operated by ASX Limited (as the context requires);

"**Board**" means the Board of Directors from time to time.

"**Closely Related Party**" of a member of the Key Management Personnel means:

- (a) a spouse or child of the member;
- (b) a child of the member's spouse;
- (c) a dependant of the member or of the member's spouse;
- (d) anyone else who is one of the member's family and may be expected to influence the member or be influenced by the member, in the member's dealings with the Company; or
- (e) a company that the member controls.

"**Company**" means Outback Metals Limited Limited (ACN 126 797 573).

"**Constitution**" means the constitution of the Company from time to time.

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

"**Directors**" means the directors of the Company from time to time and "**Director**" means any one of them.

"**Equity Securities**" has the meaning given to that term in the Listing Rules.

"**Explanatory Memorandum**" means this explanatory memorandum.

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

"**Listing Rules**" means the listing rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the official list of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.

"**Option**" means an option to subscribe for one fully paid ordinary share in the capital of the Company.

"**Related party**" has the meaning given to that term in Section 228 of the Corporations Act.

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

"**Shareholder**" means a holder of Shares in the Company.

"**Trading Day**" means a day determined by ASX to be a trading day in accordance with the Listing Rules.

"**VWAP**" means Volume Weighted Average Price of the Company's ASX-listed Shares trading under the code OUM.

UNDERWRITING AGREEMENT

SOUTH COVE LIMITED

and

OUTBACK METALS LIMITED

Underwriting Agreement

Date: 21 July 2014

Parties: **SOUTH COVE LIMITED** of The Summit, Devils Point Road, Port Vila, Efate, Vanuatu ('Underwriter')

And: **OUTBACK METALS LIMITED** of 33 Lascelles Avenue, Hove, South Australia (Company)

Background

- A. On or about 21st July 2014, the Company will announce to ASX that it would make the Rights Issue.
- B. If the Conditions Precedent are satisfied, the Underwriter agrees:
- (i) If the condition in clause 9(a)(i) is satisfied, to underwrite the Rights Issue on the terms of this agreement; or
 - (ii) if the condition in clause 9(a)(i) is not satisfied, to subscribe for the Convertible Note.

1. Definitions

Allotment Date means on or about 8th September 2014.

Announcement Date means on or about 21st July 2014.

Application means a valid application, including payment in full, for Offer Shares.

ASIC means Australian Securities and Investments Commission.

ASX means ASX Limited.

Business Day has the meaning given in the ASX Listing Rules.

Closing Date means on or about 1st September 2014 or a later date agreed between the Underwriter and the Company to be the closing date for the Rights Issue.

Company means Outback Metals Limited ACN 126 797 573.

Convertible Note means the convertible note in the form of Schedule 3.

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

Completion means the completion of the Rights Issue by the issue of all of the Offer Shares following receipt by the Company of all of the Subscription Money (less the underwriting fee if it is payable and is deducted under clause 5(b)).

Conditions Precedent means the conditions set out in clause 3.

Group means the Company and its subsidiaries.

GST has the meaning given by the GST Law.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law has the meaning given by the GST Act, or if that Act does not exist means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

Notice means a notice or other communication from one party to the other that is required or permitted by this agreement.

Offer Shares means 240,807,247 ordinary shares in the Company, each with a free First Option, to be offered at \$0.001 cents each and issued as fully paid pursuant to the Rights Issue.

Option means an option to subscribe for one new Share that is issued free to a subscriber for Offer Shares on the basis of one option for each Offer Share subscribed (**First Option**) and a further option (**Second Option**) that is issued free with each Share that is issued on the exercise of a First Option. Each Option has an exercise price of \$0.001 per Share and an expiry date of 31st July 2015 and each Second Option has an exercise price of \$0.0012 cents per Share and an expiry date of 31 December 2017.

Record Date means on or about the 25th July 2014.

Restriction means any restriction or adverse right that affects, or might affect, the Offer Shares or Options.

Rights Issue means the pro rata non renounceable rights issue to Shareholders offering one new Share and a free First Option at \$0.001 per Share for each Share held on the Record Date, announced by the Company to ASX on or about 21st July 2014 comprising the issue of up to 240,807,247 Offer Shares.

Rights Issue Bank Account means the bank account nominated by the secretary of Outback Metals Limited.

Share means an ordinary share in the Company ranking equally in all respects with all other issued ordinary Shares in the Company.

Shareholder means a holder of shares in the Company to whom an offer under the Rights Issue is made.

Shortfall means the number of Offer Shares for which Applications have not been received by the close of the Rights Issue, as certified by the Company to the

Underwriter.

Shortfall Notice means a notice from the Company to the Underwriter specifying the Shortfall.

Shortfall Notification Date means on or about 4th September 2014.

Subscription Money means \$240,807 approximately.

Termination Event means each of the events referred to in Schedule 1.

Underwriter means South Cove Limited.

2.1 Corporations Act References

A reference in this agreement to a provision in the Corporations Act (including, without limitation, definitions) is to that provision as at the date of this agreement. Words and phrases that are defined in the Corporations Act and that are used in this agreement have the Corporations Act defined meaning in this agreement unless it is inconsistent with the context.

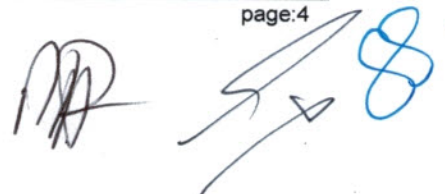
2.2 Interpretation

Headings are for convenience only and do not affect

interpretation. The following rules apply in interpreting this agreement:

(a) unless inconsistent with the context, a reference to:

- (i) a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this agreement and a reference to this agreement includes any schedules and annexures;
- (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) "party" is to a party to this agreement;
- (iv) a person includes any type of entity or body of persons, whether or not incorporated or with a separate legal status, and any



executor, administrator or successor in law of the person.

- (b) All monetary amounts are in Australian dollars unless otherwise specified.
- (c) A singular word includes the plural, and vice versa.
- (d) A word that suggests one gender includes the other genders.
- (e) If a word is defined, another part of speech has a corresponding meaning.
- (f) If an example is given of any thing, such as by saying it includes something else, the example does not limit the scope of that thing.

3. Conditions Precedent

This agreement comes into effect as a legally binding agreement if, and only if a resolution approving the acquisition by SCL and consequently, as a matter of law, by Territory Development Corporation Pty Limited and Graham Maxwell Chrisp of a relevant interest (within the meaning of the Corporations Act) in all Shares pursuant to this agreement and pursuant to each of: the Convertible Note, an exercise of the Conversion Option in the Convertible Note, an exercise of First Options and an exercise of Second Options, is passed at a general meeting of OUM in accordance with and for the purposes of section 611 7 of the Corporations Act and ASX Listing Rule 10.11; including the underwriting fee to be paid to SCL being converted to Shares.

4. Appointment

The Company appoints the Underwriter to underwrite the Rights Issue on the terms of this Agreement and the Underwriter accepts that appointment.

5. Underwriting fee

If the condition in clause 9(a)(i) is satisfied and if clause 6(b) and clause 6(c) are complied with, the Company must pay to the Underwriter an underwriting fee of \$9,000 upon Completion. The Underwriter has the right, at its discretion, to convert the Underwriting Fee, or any part of it, into Shares on the same basis as subscription for the Offer Shares under the Rights Issue, including the right to receive Options.

6. Underwriting

- (a) If the Conditions Precedent have been satisfied and if the conditions in clause 9(a) are satisfied, clause 6(b) and clause 6(c) take effect.
- (b) The Company must give the Underwriter notice of the Shortfall by 5.00pm on the Business Day 14 days after the Shortfall Notification Date.

- (c) The Underwriter must lodge with the Company an Application or Applications by the Underwriter or by an entity nominated by the Underwriter for the total number of Offer Shares comprising the Shortfall and make payment for those Offer Shares at the rate of \$0.001 each (with the right to deduct the underwriting fee from that payment), by electronic funds transfer to the Rights Issue Bank Account by 5.00pm within 14 days after the Notice required by clause 6(b) is given.

7. Allotment to Underwriter

- (a) Following compliance by the Underwriter with its obligation under clause 6(c), the Company must issue Offer Shares and Options on the Allotment Date in accordance with the Application or Applications lodged by the Underwriter.
- (b) The Company agrees and represents that there is, and will be, no restriction on any dealing with Offer Shares or Options issued under clause 7(a).

8. Undertakings by the Company

The Company:

- (a) must ensure that the Rights Issue complies in all respects with the Corporations Act, the ASX Listing Rules and any other applicable law or regulation.
- (b) must not during the Offer Period contravene any one or more of:
- i. the *Corporations Act 2001* (Cth);
 - ii. any other applicable law or regulation;
 - iii. the ASX Listing Rules;
 - iv. its constitution;
 - v. any legally binding requirement of ASIC or ASX,
- (c) must not incur any debt other than in the ordinary course of its business.
- (d) must not issue any debt security or amend its existing debt facilities.
- (e) must not during the Offer Period become insolvent and must procure that no member of the Group becomes insolvent during the Offer Period.

9. Condition of Underwriter's Obligations

- (a) It is a condition of the liability of the Underwriter under this agreement and, accordingly, of its obligation under clause 6(c) that:

- i. Applications for not less than 50,000,000 Offer Shares are received on or before the Closing Date from Shareholders other than the Underwriter, Territory Development Corporation Pty Limited or any Shareholder who is an associate within the meaning of section 11, section 12 or section 15 (as qualified by section 16) of the Corporations Act, of either of them; and
 - ii. there is no Termination Event before the Shortfall Notification Date.
- (b) The Company must give notice to the Underwriter of full particulars of each subscription for Offer Shares, including the identity of the subscribing Shareholder, with the Notice of the Shortfall required by clause 6(b).
- (c) The Company must give Notice to the Underwriter forthwith on becoming aware that a Termination Event has occurred.
- (d) On the occurrence of a Termination Event, the Underwriter may give notice to the Company terminating its obligations under this Agreement.
- (e) Upon the giving of a notice under clause 9(c), all obligations of the Underwriter under or in respect of this Agreement are terminated and the Company has no claim or right against the Underwriter under or in respect of this agreement.

10. Convertible Note

If the Conditions Precedent are satisfied and if the condition in clause 9(a)(i) is not satisfied and the condition in clause 9(a)(ii) is satisfied, the Underwriter must lend to the Company the amount of the Shortfall on the terms of the Convertible Note within fourteen Business Days after the Company executes and delivers to the Underwriter the Convertible Note, completed as to the amount of the Shortfall.

11. Representations and Warranties

(a) Validity of Agreement

Each party represents and warrants to each other party that each of the matters set out in part 1 of Schedule 2 is true, accurate and not misleading.

(b) The Company

The Company represents and warrants to the Underwriter that each of the matters set out in part 2 of Schedule 2 is true, accurate and not misleading.

(c) The Underwriter

The Underwriter represents and warrants to the Company that each of the matters set out in part 3 of Schedule 2 is true, accurate and not misleading.

(d) Independent

Each of the paragraphs set out in Schedule 2 is independent and no paragraph is limited by implications arising from any other paragraph.

(e) Reliance

Each party acknowledges that the other party is entering into this agreement in reliance on the representations, warranties and undertakings in clause 11.

(f) Notice of Breach

- i. The Company undertakes to the Underwriter that it will notify the Underwriter as soon as practicable after it becomes aware of a breach of any representation or warranty under clause 11.
- ii. The Underwriter undertakes to the Company that it will notify the Company as soon as practicable after it becomes aware of a breach of any representation or warranty under clause 11.

(g) Repetition

Each representation and warranty given by a party under clause 11 is repeated by that party on each day before Completion and on Completion with respect to the facts and circumstances existing at the time of the repetition.

(h) Survival

The representations, warranties and undertakings given by a party under clause 11 do not merge on Completion.

(i) Acknowledgement

The Company acknowledges that each allottee of shares issued under clause 6(a) has the right to sell those shares without restriction.

12. GST

- (a) Any reference in clause 12 to terms defined or used in the GST Act is, unless the context indicates otherwise, a reference to that term as defined or used in the GST Act.
- (b) Any amount referred to in this agreement which is, or which is relevant in determining, a payment to be made by one of the parties to the other is exclusive of any GST unless indicated otherwise.
- (c) If GST is imposed on a supply made under or in connection with this agreement then the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is payable together with the consideration to which it relates at the time of settlement or such other time as the parties agree.
- (d) The supplier must issue a tax invoice to the recipient of the supply at



settlement or such other time as the parties agree.

- (e) If a party is entitled to be reimbursed for an expense or outgoing incurred in connection with this agreement, then the amount of the reimbursement will be net of any input tax credits which may be claimed by the party being reimbursed in relation to that expense or outgoing.
- (f) The amount of any payment under an indemnity in this agreement must be increased by the amount of any GST payable in respect of that payment and must be paid by the party making the payment under the indemnity at the same time and in the same manner as the payment.

13. Entire Agreement

This agreement is the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, with respect to its subject matter.

14. Further assurance

A party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this agreement.

15. No waiver

- (a) A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this agreement does not operate as a waiver of the power or right.
- (b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this agreement.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

16. No variation

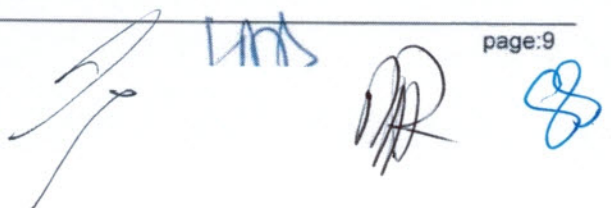
This agreement cannot be amended or varied except in writing signed by the parties.

17. Costs

Each party must pay its own legal costs of and incidental to the preparation and completion of this agreement.

18. Service of Notices

A Notice must be in writing and served, in the case of a Notice to the Company, as provided in section 109X of the Corporations Act and, in the case of a Notice to the



Underwriter, by email to chrispc@extra.co.nz

19. Governing law and jurisdiction

- (a) This agreement is governed by and must be construed in accordance with the Laws of South Australia.
- (b) The parties submit to the exclusive jurisdiction of the courts of that South Australia and the Commonwealth of Australia in respect of all matters arising out of or relating to this agreement, its performance or subject matter.

20. Counterparts

If this agreement consists of signed counterparts, each is an original and the counterparts together constitute the same document.

21. Supersedes Previous Agreements

This agreement supersedes all previous agreements relating to the Rights Issue by the Company with South Cove Limited.

Handwritten signatures in blue ink, including a large stylized signature and a circular stamp or mark.

Schedule 1

TERMINATION EVENTS

Part 1

- (a) If unconditional approval (or conditional approval, if the condition would not, in the reasonable opinion of the Underwriter, have a material adverse effect on the success of the Rights Issue) by the ASX for quotation of the Offer Shares is refused, or is withdrawn on or before the first day for trading the Offer Shares on ASX, or ASX makes a statement to any person, or indicates to the Company or the Underwriter, that quotation of any of the Offer Shares will not be granted.
- (b) At any time after the Announcement Date a circumstance arises or an event occurs that is, or in the reasonable opinion of the Underwriter, is likely to be, materially adverse to subscribers for Offer Shares
- (c) The Company ceases to be admitted to the official list of ASX or the ordinary shares in the Company are suspended from trading, other than at the request of the Company, or cease to be quoted on, ASX.
- (d) There is a material default by the Company or any of its subsidiaries complying with an applicable provision of the Corporations Act or there is a material default by the Company in complying with the Listing Rules.
- (e) An application or order is made for the winding up of the Company or any of its subsidiaries or for the appointment of a liquidator in respect of the Company or any of its subsidiaries;
- (f) The Company or any of its subsidiaries passes a resolution for its winding up;
- (g) The Company or any of its subsidiaries is deregistered, or any step is taken to deregister the Company or any of its subsidiaries under the Corporations Act;
- (h) A judgment in an amount exceeding \$50,000 is obtained against the Company or any of its subsidiaries and is not set aside or satisfied within 20 Business Days;
- (i) A distress, attachment, execution or other process is issued against, levied or entered upon an asset of the Company or any of its subsidiaries in an amount exceeding \$50,000 and is not set aside or satisfied within 20 Business Days;
- (j) A receiver, controller (within the meaning of section 9 of the Corporations Act) or analogous person is appointed to, or the holder of a Security Interest takes possession of, all or any part of the assets of the Company or any of its subsidiaries;
- (k) The Company or any of its subsidiaries:
 - (i) suspends payment generally;
 - (ii) becomes an externally administered body corporate within the meaning of the Corporations Act;
 - (iii) becomes subject to administration under Part 5.3A of Chapter 5 of the Corporations Act, or steps are taken which could reasonably be expected

- to result in the Company or any of its subsidiaries becoming so subject;
or
- (iv) states that it is, or is deemed by applicable Law to be, unable to pay its debts;
 - (v) is taken under section 459F(i) of the Corporations Act to have failed to comply with a statutory demand.
-
- (l) The Company or any of its subsidiaries takes any step for the purpose of entering into a compromise or arrangement with any of its members or creditors;
 - (m) The Company or any of its subsidiaries implements a merger, demerger or scheme of arrangement with any person;
 - (n) The Company or any of its subsidiaries ceases to carry on business;
 - (o) The Company defaults under any debt or financing arrangement, agreement or security which has, or, in the reasonable opinion of the Underwriter, is likely to have, a material adverse effect on the Company.
 - (p) An event occurs which gives a lender or financier the right to accelerate, or require early repayment by the Company of a debt or financing and, in the reasonable opinion of the Underwriter, that is likely to have a material adverse effect on the Company.
 - (q) ASIC makes a determination under section 708AA(3) of the Corporations Act or the notice given by the Company under section 708AA(2) is defective and is not corrected as provided by section 708AA(10) of the Corporations Act.
 - (r) The ASX All Ordinaries Index falls more than 10% below the level of that index as at the close of trading on ASX on the Business Day immediately prior to the Announcement Date and remains at such a level as at the close of trading for 3 consecutive Business Days at any time during the period from and including the Announcement Date until and including the Closing Date.
 - (s) There is any material adverse change after the date of this agreement in the assets, liabilities, financial position or performance, profits, losses or prospects of the Company or any of its subsidiaries.
 - (t) A representation or warranty made or given, or taken by clause 11(g) to have been made or is given, by the Company under this agreement is, or has been, or becomes materially untrue or materially incorrect.
 - (u) The Company fails to perform or observe any of its obligations under this agreement in any material respect.
 - (v) Hostilities not existing at the date of this agreement commence (whether war has been declared or not) or a major escalation in existing hostilities occurs (whether war has been declared or not) involving any one or more of Australia the United States of America, Argentina, Brazil, Chile, Canada, France, Germany, Iran, Iraq, Japan, the People's Republic of China, Russia or the United Arab Emirates or a national emergency is declared by any of those countries, or a major terrorist act is perpetrated anywhere in the world.

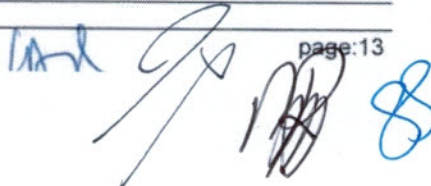
Schedule 2
WARRANTIES

Part 1: The Parties

- (a) **(status)**: It is duly incorporated under the laws of the place of its incorporation.
- (b) **(capacity)** It has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates.
- (c) **(corporate authority)** It has taken all corporate action that is necessary or desirable to authorise its entry into this agreement and the carrying out of the transactions that this agreement contemplates.
- (d) **(agreement effective)** This agreement constitutes legal, valid and binding obligations, enforceable against it in accordance with its terms.

Part 2: The Company

- (a) Neither the Rights Issue nor any of the offers made pursuant to the Rights Issue contravene any provisions of the Corporations Act or the ASX Listing Rules.
- (b) **(insolvency)** No member of the Group is Insolvent.
- (c) **(Offer Shares)** The Offer Shares will rank equally in all respects, with all other ordinary shares in the Company, and will be validly issued free from any Restriction other than under the Company's constitution.
- (d) **(quoted securities)** The Offer Shares are in a class of securities that:
 - (i) are quoted securities; and
 - (ii) have been quoted on ASX without being suspended from trading for more than a total of five Trading Days during the previous 3 months.
- (e) **(Rights Issue)** The Rights Issue is a rights issue within the meaning in section 9A and will be undertaken in compliance with section 708AA, in each case as modified or varied by ASIC Class Order 08/35.
- (f) **(no exemptions or orders)** No:
 - (i) exemption under sections 111AS or 111AT; or
 - (ii) order under sections 340 or 341,referred to in section 708AA of the Corporations Act, as modified by ASIC Class Order 08/35, has been made in respect of the Company at any time in the previous 12 months.
- (g) **(no section 708AA(3) determination)** No determination by ASIC under section 708AA(3) in respect of the Company is currently in force, and no



such determination in respect of the Company has been in force at any time in the 12 months prior to the date of this agreement.

- (h) **(licences)** The Company holds all licences and authorities which are necessary for the conduct of the Company's business and all such licences and authorities are in full force and effect and not liable to be revoked or not renewed.
- (i) **(section 713 determination)** No determination has been made by ASIC under section 713(6) in relation to the Company.
- (j) **(purpose)** The Company is not issuing the Offer Shares for a purpose that includes any or all of the Offer Shares being offered for the purpose of the person to whom they are issued selling or transferring them or granting, issuing or transferring interests in, or options over them.

Part 3: The Underwriter

- (a) The Underwriter has the financial capacity to give effect to its obligations under this agreement.
- (b) The Underwriter's entry into this agreement does not contravene any agreement to which it is a party nor any law or regulation to which it is subject.



Schedule 3
CONVERTIBLE NOTE

Part 1: Particulars

Issuer:	Outback Metals Limited, ACN 126 797 573
Subscriber:	South Cove Limited
Amount of Loan for which Note issued	Rights Issue Shortfall Amount
Repayment (Maturity) Date:	31 st July 2015
Interest Rate:	9% per annum accruing and calculated on a daily basis.
Interest Payment Dates:	31 st September 2014, 31 st December 2014, 31 st March 2015 and 31 st July 2015. All accrued interest up to the date of repayment of the Principal must be paid on or before that date. If the Conversion Option is exercised, all interest accrued up to the date of Conversion must be paid when the Shares resulting from the Conversion are issued.
Conversion Option:	The holder of the Note may convert the Loan and Accrued Interest into Shares each with a free First Option (to subscribe for Shares, each with a free Second Option, as referred to in the definition of Option) at the issue price of \$0.001 per Share in accordance with the Further Terms.

Part 2: Definitions

Accrued Interest means Interest that is payable and has not been paid.

ASX means ASX Limited.

Business Day has the meaning given in the ASX Listing Rules.

Company means Outback Metals Limited.

Conversion means conversion of Principal to shares pursuant to clause 3(a).

Conversion Notice means a notice given by the holder pursuant to clause 3(a).

Conversion Option means the option of converting the Principal into Shares in accordance with clause 3(a).

Group means the Company and its subsidiaries.

Holder means South Cove Limited and each subsequent holder by transfer of the Note.

Interest means interest on the Principal, or so much of it as remains unpaid, at the rate of 9% per annum calculated on a daily basis.

Listing Rules means the Listing Rules of ASX.

Note means this Convertible Note.

Option means an option to subscribe for one new Share that is issued free to a subscriber for Offer Shares on the basis of one option for each Offer Share subscribed (**First Option**) and a further option (**Second Option**) that is issued free with each Share that is issued on the exercise of a First Option. The First Option has an exercise price of \$0.001 per Share and an expiry date of 31st July 2015 and the Second Option has an exercise price of \$0.0012 per Share and an expiry date of 31st December 2017.

Principal means the Amount of the Loan for which the Note is issued, as shown in the Particulars, or any part of that Amount.

Share means an ordinary share in the Company ranking equally in all respects with all other issued ordinary Shares in the Company.

Corporations Act References

A reference in this Note to a provision in the Corporations Act (including, without limitation, definitions) is to that provision as at the date of this Note. Words and phrases that are defined in the Corporations Act and that are used in this Note have the Corporations Act defined meaning in this Note unless it is inconsistent with the context.

Interpretation

Headings are for convenience only and do not affect

interpretation. The following rules apply in interpreting

this Note:

- (a) unless inconsistent with the context, a reference to:
 - (i) a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this Note and a reference to this Note includes any schedules and annexures;
 - (ii) a document or agreement, or a provision of a document or

agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

- (iii) "party" is to a party to this Note;
 - (iv) a person includes any type of entity or body of persons, whether or not incorporated or with a separate legal status, and any executor, administrator or successor in law of the person.
- (b) All monetary amounts are in Australian dollars unless otherwise specified.
 - (c) A singular word includes the plural, and vice versa.
 - (d) A word that suggests one gender includes the other genders.
 - (e) If a word is defined, another part of speech has a corresponding meaning.
 - (f) If an example is given of any thing, such as by saying it includes something else, the example does not limit the scope of that thing.

Part 3: Further Terms

1. The Company must pay Interest to the Holder as provided in the Particulars.
2. If the Conversion Option is not exercised, or to the extent to which it is not exercised, the Company must pay the Holder the Principal and Accrued Interest on 31st July 2015 or earlier as provided in clause 5(a).
3.
 - (a) The Holder, by giving a Conversion Note to the Company may at any time, or from time to time, prior to the Maturity Date, convert all of the Principal, or multiples of not less than \$50,000 of the Principal, into Shares to be issued as fully paid at the issue price of \$0.001 per Share (together with a free First Option to subscribe for Shares, each with a free Second Option, as referred to in the definition of Option) in satisfaction of the amount of the Principal and (if applicable) Accrued Interest the subject of the Conversion Notice; if the number of Shares to be issued is not a whole number, the number of Shares to be issued must be rounded up to the nearest whole number;
 - (b) On receiving a Conversion Notice, the Company must expeditiously make application to ASX for quotation of the Shares to be issued in accordance with clause 3(a), and comply in all respects with the Listing Rules. If ASX refuses quotation, or agrees to quotation only on conditions that are unacceptable to the Company or that are not susceptible

compliance by the Company, that is a Termination Event.

4. The Note is transferable, in whole or in part amount or amounts, by the Holder to any entity or entities, without restriction, on execution by the Holder and by the transferee of a form of transfer, in any standard or usual form of transfer of securities that are not quoted on ASX, and delivery of that executed form of transfer to the Company.
5. (a) If there is a Termination Event, at the option of the Holder to be exercised by notice to the Company, the Principal and all Accrued Interest is immediately payable by the Company to the Holder.
 - (b) Each of the following events is a Termination Event:
 - (i) the Company defaults in making any payment of Interest within seven days of the due date or otherwise fails to perform or observe any of its obligations under this Note in any material respect.
 - (ii) The Company ceases to be admitted to the official list of ASX or the ordinary shares in the Company are suspended from trading, other than at the request of the Company, or cease to be quoted on, ASX.
 - (iii) there is a material default by the Company or any of its subsidiaries complying with an applicable provision of the Corporations Act or there is a material default by the Company in complying with the Listing Rules.
 - (iv) an application or order is made for the winding up of the Company or any of its subsidiaries or for the appointment of a liquidator in respect of the Company or any of its Subsidiaries;
 - (v) the Company or any of its subsidiaries passes a resolution for its winding up;
 - (vi) the Company or any of its subsidiaries is deregistered, or any step is taken to deregister the Company or any of its subsidiaries under the Corporations Act;
 - (vii) a judgment in an amount exceeding \$50,000 is obtained against the Company or any of its subsidiaries and is not set aside or satisfied within 20 Business Days;
 - (viii) a distress, attachment, execution or other process is issued against, levied or entered upon an asset of the Company or any of its subsidiaries in an amount exceeding \$50,000 and is not set aside or satisfied within 20 Business Days;
 - (ix) a receiver, controller (within the meaning of section 9

of the Corporations Act) or analogous person is appointed to, or the holder of a Security Interest takes possession of, all or any part of the assets of the Company or any of its subsidiaries;

- (x) the Company or any of its subsidiaries:
 - (a) suspends payment generally;
 - (b) becomes an externally administered body corporate within the meaning of the Corporations Act;
 - (c) becomes subject to administration under Part 5.3A of Chapter 5 of the Corporations Act, or steps are taken which could reasonably be expected to result in the Company or any of its subsidiaries becoming so subject; or
 - (d) states that it is, or is deemed by applicable Law to be, unable to pay its debts;
 - (e) is taken, under section 459F(i) of the Corporations Act to have failed to comply with a statutory demand.
- (xi) the Company or any of its subsidiaries takes any step for the purpose of entering into a compromise or arrangement with any of its members or creditors;
- (xii) the Company or any of its subsidiaries implements a merger, demerger or scheme of arrangement with any person;
- (xiii) the Company or any of its subsidiaries ceases to carry on business;
- (xiv) The Company defaults under any debt or financing arrangement, agreement or security which has, or, in the reasonable opinion of the Underwriter, is likely to have, a material adverse effect on the Company.
- (xv) An event occurs which gives a lender or financier the right to accelerate, or require early repayment by the Company of a debt or financing and, in the reasonable opinion of the Underwriter, that is likely to have a material adverse effect on the Company.
- (xvi) There is any material adverse change after the date of this Note in the assets, liabilities, financial position or performance, profits, losses or prospects of the Company or any of its subsidiaries.

EXECUTED as an agreement the date first hereinbefore mentioned

EXECUTED by **SOUTH COVE LIMITED** in accordance with the terms of its
Constituent document



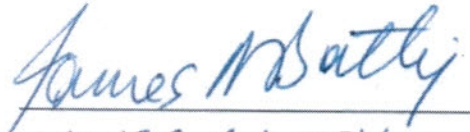
GRAHAM CHRISP

DIRECTOR

Signature

Print Name

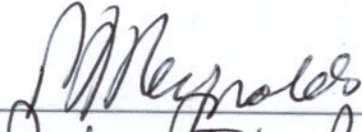
Print Position



JAMES BATTY

Director.

EXECUTED by **OUTBACK METALS LIMITED** in accordance with section 127(1)
of the Corporations Act 2001 (Cth) by:



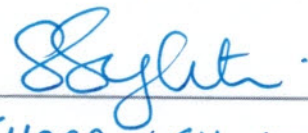
Peter John Reynolds

Director

Signature

Print Name

Print Position



SHARRON SYLVESTER

DIRECTOR

All Correspondence to:

✉ **By Mail** Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001 Australia

Level 7, 207 Kent Street,
Sydney NSW 2000 Australia

📠 **By Fax:** +61 2 9290 9655

💻 **Online:** www.boardroomlimited.com.au

☎ **By Phone:** (within Australia) 1300 737 760
(outside Australia) +61 2 9290 9600

YOUR VOTE IS IMPORTANT

For your vote to be effective it must be recorded **before 11:00am ACST on Saturday 30 August 2014.**

🖥 TO VOTE ONLINE

- STEP 1: VISIT** www.boardroomlimited.com.au/vote/oumgm2014
- STEP 2: Enter your holding/investment type:**
- STEP 3: Enter your Reference Number:**
- STEP 4: Enter your VAC:**

PLEASE NOTE: For security reasons it is important you keep the above information confidential.

📱 BY SMARTPHONE



Scan QR Code using smartphone
QR Reader App

TO VOTE BY COMPLETING THE PROXY FORM

STEP 1 APPOINTMENT OF PROXY

Indicate who you want to appoint as your Proxy.

If you wish to appoint the Chair of the Meeting as your proxy, mark the box. If you wish to appoint someone other than the Chair of the Meeting as your proxy please write the full name of that individual or body corporate. If you leave this section blank, or your named proxy does not attend the meeting, the Chair of the Meeting will be your proxy. A proxy need not be a security holder of the company. Do not write the name of the issuer company or the registered securityholder in the space.

Appointment of a Second Proxy

You are entitled to appoint up to two proxies to attend the meeting and vote. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by contacting the company's securities registry or you may copy this form.

To appoint a second proxy you must:

- complete two Proxy Forms. On each Proxy Form state the percentage of your voting rights or the number of securities applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded.
- return both forms together in the same envelope.

STEP 2 VOTING DIRECTIONS TO YOUR PROXY

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

Proxy which is a Body Corporate

Where a body corporate is appointed as your proxy, the representative of that body corporate attending the meeting must have provided an "Appointment of Corporate Representative" prior to admission. An Appointment of Corporate Representative form can be obtained from the company's securities registry.

STEP 3 SIGN THE FORM

The form **must** be signed as follows:

Individual: This form is to be signed by the securityholder.

Joint Holding: where the holding is in more than one name, all the securityholders should sign.

Power of Attorney: to sign under a Power of Attorney, you must have already lodged it with the registry. Alternatively, attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: this form must be signed by a Director jointly with either another Director or a Company Secretary. Where the company has a Sole Director who is also the Sole Company Secretary, this form should be signed by that person. **Please indicate the office held by signing in the appropriate place.**

STEP 4 LODGEMENT

Proxy forms (and any Power of Attorney under which it is signed) must be received no later than 48 hours before the commencement of the meeting, therefore by **11:00am ACST on Saturday, 30 August 2014**. Any Proxy Form received after that time will not be valid for the scheduled meeting.

Proxy forms may be lodged using the enclosed Reply Paid Envelope or:

- 💻 **Online** www.boardroomlimited.com.au/vote/oumgm2014
- 📠 **By Fax** + 61 2 9290 9655
- ✉ **By Mail** Boardroom Pty Limited
GPO Box 3993,
Sydney NSW 2001 Australia
- 👤 **In Person** Level 7, 207 Kent Street,
Sydney NSW 2000 Australia

Attending the Meeting

If you wish to attend the meeting please bring this form with you to assist registration.

Outback Metals Limited

ACN 126 797 573

☐

Your Address

This is your address as it appears on the company's share register. If this is incorrect, please mark the box with an "X" and make the correction in the space to the left. Securityholders sponsored by a broker should advise their broker of any changes. **Please note, you cannot change ownership of your securities using this form.**

PROXY FORM

STEP 1 APPOINT A PROXY

I/We being a member/s of **Outback Metals Limited** (Company) and entitled to attend and vote hereby appoint:

☐

the Chair of the Meeting (mark box)

OR if you are **NOT** appointing the Chair of the Meeting as your proxy, please write the name of the person or body corporate (excluding the registered shareholder) you are appointing as your proxy below

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting as my/our proxy at the General Meeting of the Company to be held at the **33 Lascelles Avenue, Hove, South Australia on Monday, 1 September 2014 at 11:00am ACST** and at any adjournment of that meeting, to act on my/our behalf and to vote in accordance with the following directions or if no directions have been given, as the proxy sees fit.

The Chair of the Meeting intends to vote undirected proxies in favour of each of the items of business.

STEP 2 VOTING DIRECTIONS

* If you mark the Abstain box for a particular item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your vote will not be counted in calculating the required majority if a poll is called.

Resolution 1

Approval of Issue of Securities - Underwriting

For Against Abstain*

☐☐☐

STEP 3 SIGNATURE OF SHAREHOLDERS

This form must be signed to enable your directions to be implemented.

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director / Company Secretary

Contact Name.....

Contact Daytime Telephone.....

Date / / 2014