

28 September 2021

Dear Shareholder,

I have pleasure of inviting you to the 2021 Annual General Meeting of Shareholders of Macarthur Minerals Limited, to be held at 555 Coronation Drive, Toowong QLD 4066 at 10.00am (Australian Eastern Standard Time) on 27 October 2021.

Consistent with our approach in 2020, due to continually uncertain and evolving circumstances concerning COVID-19, and the potential health risks posed by the COVID-19 pandemic, the Company encourages shareholders **not** to attend the meeting in person and participate in the AGM via the live webcast, proxy voting and the ability to submit questions in advance of the AGM. Shareholders should lodge a directed proxy as soon as possible in advance of the meeting even if they are planning on attending the meeting in person.

The Company will adhere to all social distancing measures at the AGM prescribed by government authorities, which currently will result in only a few employee shareholders at the AGM to meet the quorum requirements for the AGM. Further details on any attendance at the AGM and details of the live webcast is available on the Company's website www.macarthurminerals.com.

Any shareholders who may still wish to physically attend the AGM should be mindful of new laws, government warnings and recommendations in relation to COVID-19 and monitor the Company's website and Exchange announcements (ASX:MIO, TSXV:MMS and OTCQB: MMSDF) for any updates about the AGM. If it becomes necessary or appropriate to make alternative arrangements for the holding or conducting of the meeting, the Company will make further information available through the Exchanges and on its website at www.macarthurminerals.com.

Further to the temporary modifications to the *Corporation Act 2001* as part of the Australian government's response to COVID-19, a printed copy of the Notice of Meeting will not be sent to you unless you contact Computershare Investor Services Pty Ltd on the phone number at the top of this letter to request a copy.

On our website, you will find instructions for how to join the AGM online and submit questions. We encourage you to cast votes and lodge questions ahead of the meeting at www.macarthurminerals.com.

I look forward to welcoming you to the meeting.



Cameron McCall
Chairman

Macarthur Minerals Limited

ABN 93 103 011 436

Head Office Brisbane:

G03, 555 Coronation Drive, Toowong, QLD 4066, Australia

Postal address: PO Box 1148, Milton, QLD 4064, Australia

T +617 3221 1796 | www.macarthurminerals.com

NOTICE OF ANNUAL GENERAL MEETING AND EXPLANATORY MEMORANDUM TO SHAREHOLDERS

Date of Meeting

Wednesday, October 27, 2021

Time of Meeting

10.00 a.m. (Australian Eastern Standard Time)

Place of Meeting

555 Coronation Drive, Toowong QLD 4066

A Proxy Form is enclosed

Please read this Notice and Explanatory Memorandum carefully.

If you are unable to attend the Annual General Meeting please complete and return the enclosed Proxy Form in accordance with the specified directions.

Macarthur Minerals Limited

ABN 93 103 011 436

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AGENDA

BUSINESS OF THE MEETING

FINANCIAL STATEMENTS & REPORTS

To receive and consider the Australian statutory report of the directors and the Australian and Canadian financial reports of the Company and its controlled entities for the year ended March 31, 2021 together with the Auditors' reports thereon.

The reports can be accessed on the Company's website: www.macarthurminerals.com

Short Explanation: Neither the Corporations Act 2001 (Cth) nor the Company's constitution require a vote of shareholders on the reports or statements at the meeting. Accordingly, no resolution will be put to shareholders on this item of business

RESOLUTION 1: ADOPTION OF REMUNERATION REPORT

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

"That the Remuneration Report, as set out in the Annual Report for the financial year ended 31 March 2021 be adopted."

Short Explanation: Section 250R(2) of the Corporation Act requires a listed company to put to shareholders at each annual general meeting a resolution adopting the report on the remuneration of the company's directors, executives and senior managers included in the annual report. The above resolution is being proposed to comply with this requirement. The vote on this resolution is advisory only and does not bind the Company or its directors (**Directors**).

RESOLUTION 2: RE-ELECTION OF DIRECTOR – ANDREW SUCKLING

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

"That Andrew Paul Suckling, who retires by rotation in accordance with the clause 18.6(a) of the Company's Constitution, and being eligible, be re-elected as a director of the Company in accordance with clause 18.8(a)(1) of the Company's Constitution."

Short Explanation: Pursuant to the Company Constitution, one-third of the Directors of the Company (other than the Managing Director) must retire at each annual general meeting and being eligible, may offer themselves for re-election at the annual general meeting.

RESOLUTION 3: RE-ELECTION OF DIRECTOR – ALAN JOSEPH PHILLIPS

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

"That Alan Joseph Phillips, who retires in accordance with clause 18.7(a) of the Company's Constitution, and being eligible, be re-elected as a director of the Company in accordance with clause 18.8(a)(1) of the Company's Constitution."

Short Explanation: Pursuant to the Company Constitution, to comply with any Listing Rules which oblige the company to permit shareholders to vote on the election of all Directors at the annual general meeting, those Directors must submit themselves for re-election at the annual general meeting.

RESOLUTION 4: RE-ELECTION OF DIRECTOR – ALAN SPENCE PHILLIPS

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

"That Alan Spence Phillips who retires in accordance with the clause 18.7(a) of the Company's Constitution, and being eligible, be re-elected as a director of the Company in accordance with clause 18.8(a)(1) of the Company's Constitution."

Short Explanation: Pursuant to the Company Constitution, to comply with any Listing Rules which oblige the company to permit shareholders to vote on the election of all Directors at the annual general meeting, those Directors must submit themselves for re-election at the annual general meeting.

RESOLUTION 5: RE-ELECTION OF DIRECTOR – CAMERON MCCALL

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

“That Cameron McCall, who retires in accordance with clause 18.7(a) of the Company’s Constitution, and being eligible, be re-elected as a director of the Company in accordance with clause 18.8(a)(1) of the Company’s Constitution.”

Short Explanation: Pursuant to the Company Constitution, to comply with any Listing Rules which oblige the company to permit shareholders to vote on the election of all Directors at the annual general meeting, those Directors must submit themselves for re-election at the annual general meeting.

RESOLUTION 6: APPOINTMENT OF AUDITOR

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

“That, for the purposes of section 327B(1) of the Corporations Act and for all other purposes, RSM Australia Partners having been nominated by shareholders and consented in writing to act as auditor of the Company, be appointed as auditor of the Company, effective from the date of the meeting.”

Short Explanation: TSX-V Policy 3.1 section 12, requires that Canadian Auditor be elected or re-elected by Shareholders at the annual general meeting.

RESOLUTION 7: APPROVAL OF FIXED 20% EMPLOYEE SHARE COMPENSATION PLAN AND CONSULTANT SHARE COMPENSATION PLAN

To consider and, if thought fit, pass the following **ordinary resolution**, with or without amendment:

1. *“The employee share compensation plan and the consultant share compensation plan of the Company (collectively the **“Share Compensation Plans”**) which currently fix the maximum number of common shares of the Company that may be issued under the Share Compensation Plans at 20% of the number of common shares of the Company issued and outstanding, are hereby approved as of the effective date of the Share Compensation Plans, as described in the Explanatory Statement dated September 28, 2021, subject to the Company obtaining all required approvals from the TSX-V and any other securities exchanges or other regulatory authorities;*
2. *Any unallocated entitlements under the Share Compensation Plans are approved and the Company is authorised to grant entitlements under the Share Compensation Plans; and*
3. *Any director or officer of the Company is hereby authorised and directed to do all acts and things and to execute and deliver all documents required, as in the opinion of such director or officer may be necessary or appropriate in order to give effect to items 1 and 2 of this resolution.”*

Short Explanation: The terms of the Current Share Compensation Plans fix the maximum number of common shares in the Company that may be issued at 20% of the number of common shares of the Company issued and outstanding as of the effective date of the Current Share Compensation Plans. The Company is proposing to refresh the effective date of the Current Compensation Plans so that the fixed maximum number of common shares of the Company that may be issued under the Current Share Compensation Plans accurately reflects 20% of the number of common shares of the Company issued and outstanding as of the Record Date for this Meeting.

RESOLUTION 8: AMENDMENTS TO THE SHARE COMPENSATION PLANS

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

1. *"The amended employee share compensation plan and the consultant share compensation plan of the Company (collectively the **"Share Compensation Plans"**) as described in the Explanatory Statement dated September 28, 2021, be hereby ratified, confirmed and approved, subject to the Company obtaining all required approvals from the TSX-V and any other securities exchanges or other regulatory authorities; and*
2. *Any director or officer of the Company is hereby authorised and directed to do all acts and things and to execute and deliver all documents required, as in the opinion of such director or officer may be necessary or appropriate in order to give effect to this resolution."*

Short Explanation: The Company is proposing to amend the terms of the Current Share Compensation Plans by adding the definition of Australian Securities Exchange (ASX) and adjust the definition of Listing Rules to refer to ASX, amendments to the expiry and termination provisions to Options and RSUs, and to include a cashless exercise feature as of the Record Date for this Meeting.

RESOLUTION 9: APPROVAL OF OMNIBUS INCENTIVE PLAN

To consider and, if thought fit, pass the following **ordinary resolution of disinterested shareholders** with or without amendment:

"That, subject to the approval of the TSXV and ASX (as required):

1. *The Company's Omnibus Incentive Plan, as described and included in the Explanatory Statement, (pursuant to which the directors may, from time to time, authorize the issuance of a maximum aggregate of 10,000,000 common shares of the Company to directors, officers, employees, and consultants of the Company in accordance with the Omnibus Incentive Plan), is hereby authorised, ratified, approved and confirmed, subject to final regulatory approval; and*
2. *Any one or more of the directors or officers of the Company is authorised and directed, upon the Board resolving to give effect to this resolution, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things that may be necessary or desirable to give effect to the resolution."*

Short Explanation: The Board has determined that it is desirable to have a wide range of incentive awards to attract, retain and motivate employees, executive directors and consultants as the Company targets the successful completion of a critical phase of transition to production.

The Omnibus Incentive Plan is a fixed plan which reserves for issuance a maximum of 10,000,000 common shares for future incentive awards linked to performance milestones. Subject to applicable limits prescribed by the Exchanges, the Company will have the flexibility to grant and award insiders a combination of performance awards including equity-based compensation, as appropriate and determined under the Company's compensation policies.

The Board considers that the Omnibus Incentive Plan ensures alignment of performance-based incentives to Participants and that adopting the Omnibus Plan is in the best interests of the Company and its shareholders.

RESOLUTION 10: APPROVAL OF 10% PLACEMENT CAPACITY

To consider and, if thought fit, pass the following **ordinary resolution** requiring a special majority of 75%:

"That, for the purpose of ASX Listing Rule 7.1A, and for all other purposes, approval be given to the issue of equity securities up to 10% of the issued capital of the Company calculated at the time of the issue in accordance with formula prescribed in ASX Listing Rule 7.1A.2 and on the terms and conditions in the Explanatory Statement."

Short Explanation: ASX Listing Rule 7.1A enables the Company to issue Equity Securities up to 10% of the Company's fully paid ordinary shares securities on issue under the 10% Placement Capacity during the period of up to 12 months after shareholders approval at the annual general meeting and without using the Company's 15% annual placement capacity granted under ASX Listing Rule 7.1.

RESOLUTION 11: APPROVAL OF CAPACITY FOR FUTURE SHARE PLACEMENT

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

"That, for the purpose of ASX Listing Rule 7.1 and for all other purposes, approval is given to the Company to issue up to 30,000,000 Shares and up to 30,000,000 Warrants or Options, on the terms and conditions set out in the Explanatory Statement."

Short Explanation: The Company is considering undertaking a placement of Shares to raise future funds for a number of initiatives, including but not limited to: (i) supporting the Company's objective of bringing its hematite resources at Ularring into production; (ii) supporting transport infrastructure working capital requirements for the planned shipment of DSO hematite to be acquired by the Company under a recently announced mine gate sale agreement; (iii) undertaking potential further value engineering works following completion of the current Feasibility Study, if required to support the requirements of financiers and secure optimal financing terms for the Company's Lake Giles Iron Project located in Western Australia; and (iv) for exploration expenditure on any existing assets of the Company, for future assets acquired by the Company, or for general working and other capital purposes.

ASX Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without shareholders approval at the annual general meeting over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that 12 month period. Accordingly, if resolution is passed, the consideration securities will be excluded in calculating the Company's 15% limit and enables the Company to issue Shares within a period of 3 months after the date of the annual general meeting.

RESOLUTION 12: POTENTIAL KEY EXECUTIVE TERMINATION BENEFITS

To consider and, if thought fit, pass the following **ordinary resolution** of **disinterested shareholders**, with or without amendment:

"That, for a period commencing from the date this Resolution is passed and ending upon the expiry of all Securities issued or to be issued under the Macarthur Minerals Limited Share Compensation Plans, approval be given for all purposes including Part 2D.2 of the Corporations Act for the giving of benefits to any current or future person holding a managerial or executive office of the Company or a related body corporate (as defined in section 200AA of the Corporations Act 2001 (Cth)) in connection with that person ceasing to hold such office, on the terms and conditions set out in the Explanatory Statement."

Short Explanation: Certain regulatory requirements (including but not limited to Part 2 D.2 of the Corporations Act 2001 (Cth)) restrict the benefits that can be given without shareholder approval to individuals who hold (or held in the previous three years) a managerial or executive office on leaving employment with the Company or its related bodies corporates (the **Group**). The Group's policy in relation to termination benefits and entitlements is to treat ceasing employees fairly having regard to applicable laws and market practice, while balancing this with the need to avoid excessive termination payouts. Approval is being sought so that the Company can continue to give effect to this policy, while complying with the Corporations Act. The Company is seeking approval for a three-year period which would have effect until the conclusion of the 2024 AGM.

Approval is sought for any current or future employees of the Group who: (a) are or become members of the Company's key management personnel (**KMP**); and (b) otherwise hold a managerial or executive office in the Company or a related body corporate (i.e. who serve as KMPs of subsidiaries), at the time of their termination or at any time in the three years prior to their termination (**Relevant Executives**). The approval sought does not cover non-executive directors, who are not entitled to receive any termination payments in connection with their retirement from the Board.

EXPLANATORY STATEMENT September 28, 2021

MACARTHUR MINERALS LIMITED
ACN 103 011 436
FOR THE 2020 ANNUAL GENERAL MEETING OF SHAREHOLDERS

VOTING ENTITLEMENTS

The directors of the Company have set 7:00 a.m. on Tuesday, September 28, 2021 (Australian Eastern Standard Time) or 5:00 p.m. (Eastern Daylight Time) or 2:00p.m (Pacific Daylight Time) on Monday, September 27, 2021 as the applicable notice record date ("**Notice Record Date**"). Shareholders who are registered on the Company's register of members on the Notice Record Date or by 7:00 a.m. Tuesday, October 26, 2021 (Australian Eastern Standard Time) or 5:00 p.m. (Eastern Daylight Time) or 2:00p.m. (Pacific Daylight Time) on Monday, October 25, 2021 ("**Final Record Date**") are entitled to vote at the Meeting ("**Registered Shareholders**"). Accordingly, all Registered Shareholders not appearing on the Company's register of members on the Notice Record Date or by the Final Record Date will be disregarded in determining entitlements to attend and vote at the Meeting.

SOLICITATION OF PROXIES

This Explanatory Statement is also furnished in connection with the solicitation of proxies by management ("**Management**") for use at the Meeting. Any solicitation by Management will be conducted by mail or e-mail and may be supplemented by telephone or other personal contact to be made without special compensation by officers and employees of the Company and such cost of solicitation will be borne by the Company. Additionally, Laurel Hill Advisory Group has been retained by the Company to assist with the solicitation of proxies.

APPOINTMENT OF PROXY HOLDER – REGISTERED SHAREHOLDER

A Registered Shareholder is entitled to attend (whether in their own right, or as a corporate representative, or power of attorney) and vote at the Meeting, or may, by lodging a valid proxy form, appoint another person (who need not be a Shareholder of the Company), to attend the Meeting and represent the Shareholder (a "Proxy Holder"). A Registered Shareholder may appoint a Proxy Holder by inserting that person's name on the proxy form. If no person is named in the proxy form, the Chairman of the Meeting ("Chairman") will be appointed as that Shareholder's Proxy Holder. A Shareholder who holds two or more shares can appoint a maximum of two Proxy Holders to vote their shares.

A Proxy Holder can be appointed by a Registered Shareholder (or its attorney or other person duly authorised) in writing which must be signed or otherwise be authenticated in a manner permitted by the Corporations Act and the Company's Constitution. If a proxy form is signed or otherwise authenticated by an attorney or other person duly authorised, the power of attorney or authority under which the proxy was signed or otherwise authenticated (or a certified copy of that power of attorney or authority) must be delivered to the Company at an address and time as specified below.

A Proxy Holder's appointment will not be valid unless the completed proxy form is delivered to an address set out below by **7:00 a.m. on Monday, October 25, 2021 (Australian Eastern Standard Time) or Friday, October 22, 2021 at 5:00 pm (Eastern Daylight Time) or 2:00 p.m. (Pacific Daylight Time)** or not less than 48 hours before any adjournment of the Meeting ("**Proxy Cut-off Time**"). Proxy forms delivered after that time will not be accepted.

A proxy form is included with this Explanatory Statement and completed forms can be submitted to Computershare, the Company's transfer agent, as follows:

For Canadian shareholders:

- **by post and/or hand deliver to:** Computershare Investor Services Inc., 100 University Avenue, 8th Floor Toronto, ON M5J 2Y1, Canada
- **by fax to:** 1-866-249-7775 (Toll Free North America); +1 416-263-9524 (International)

- **by email to:** service@computershare.com

For Australian shareholders:

- **by post and/or hand deliver to:** Computershare Investor Services Pty Ltd, Yarra Falls, 452 Johnston Street, Abbotsford, Victoria 3067 (Postal **Address:** GPO Box 242, Melbourne, VIC 3001)
- **by fax to:** 1800 783 447 (within Australia), or +61 3 9473 2555 (outside Australia)

Proxy forms may also be delivered to the Company's registered office in Australia at Suite G03, 555 Coronation Drive, Toowong, Queensland, Australia, posted to the Company at P.O. Box 1148, Milton, Queensland, 4064, Australia or by email to the Company to communications@macarthurminerals.com (if sent from overseas).

VOTING BY PROXY

Direction on how to vote

If you wish to direct the Proxy Holder how to vote, ***please place a mark in the appropriate boxes that appear on the proxy form.***

The shares represented by a properly executed proxy form, where the Chairman is the Proxy Holder will:

- where a choice with respect to any matter to be acted upon has been specified in the proxy form or on any ballot or poll that may be taken, be voted in accordance with the specification made in such proxy form; and
- **On a show of hands or a poll, such shares will be voted in favour of each matter for which no choice has been specified, or where both choices have been specified by the Shareholder.**

No Direction on how to vote - General

If no person is named in the proxy form, the Chairman will be appointed as that Shareholder's Proxy Holder. If you do **not** direct your Proxy Holder how to vote in respect of the Resolution(s), the Proxy Holder may cast your vote as the Proxy Holder thinks fit or may abstain from voting. By signing an undirected appointment you acknowledge that, subject to the Corporations Act, the Proxy Holder may exercise your vote even if he/she has an interest in the outcome of the Resolution(s) and even if votes cast by him/her other than as Proxy Holder will be disregarded because of that interest.

The enclosed proxy form, when properly completed, delivered and not revoked, confers discretionary authority upon the Proxy Holder thereunder to vote with respect to amendments or variations of matters identified in the Notice of Meeting, and with respect to other matters which may properly come before the Meeting. In the event that amendments or variations to matters identified in the Notice of Meeting are properly brought before the Meeting or any further or other business is properly brought before the Meeting, it is the intention of the Chairman to vote in accordance with his best judgment on such matters or business. At the time of the printing of this Explanatory Statement, Management of the Company knows of no such amendment, variation or other matter which may be presented to the Meeting.

NON-REGISTERED HOLDERS

Only Registered Shareholders or duly appointed Proxy Holders are permitted to vote at the Meeting. Most North American Shareholders of the Company are Non-Registered Shareholders because the shares they own are not registered in their names but instead registered in the name of a nominee such as a brokerage firm through which they purchased the shares; bank, trust company, trustee or administrator of self-administered RRSPs, RRIAs, RESPs and similar plans; or clearing agency such as CDS Clearing and Depository Services Inc. (a "**Nominee**"). If you purchased your shares through a broker, you are likely to be a Non-Registered Shareholder.

Shares held by Nominees can only be voted (for or against resolutions) at the direction of the Non-Registered Shareholder. Without specific instructions, Nominees are prohibited from voting shares for Non-Registered Shareholders. **Therefore, each Non-Registered Shareholder should ensure that voting instructions are communicated to the appropriate person well in advance of the Proxy Cut-off Time.**

Existing regulatory policy requires Nominees to seek voting instructions from Non-Registered Shareholders in advance of Shareholders' meetings. The various Nominees have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Non-Registered Shareholders in order to ensure that their shares are voted at the Meeting. Often the proxy form supplied to a Non-Registered Shareholder by its broker is identical to the proxy form provided by the Company to the Registered Shareholders. However, its purpose is limited to instructing the Registered Shareholder (i.e. the broker or agent of the broker) how to vote on behalf of the Non-Registered Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada and the United States. Broadridge typically prepares a machine-readable voting instruction form, mails those forms to the Non-Registered Shareholders and asks Non-Registered Shareholders to return the forms to Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the internet or telephone, for example). The Company may also use Broadridge's Quickvote™ service to take votes over the telephone from eligible Non-Registered Shareholders. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting.

There are two kind of Non-Registered Shareholders those who object to their name being made known to the issuers of securities which they own called Objecting Beneficial Owners (or '**OBOs**') and those who do not object to the issuers of the securities they own knowing who they are called, being Non-Objecting Beneficial Owners (or '**NOBOs**').

A Non-Registered Shareholder who receives a Broadridge voting instruction form cannot use that form to vote shares directly at the Meeting. The voting instruction form must be returned to Broadridge (or instructions respecting the voting of shares must be communicated to Broadridge) well in advance of the Proxy Cut-off Time in order to have the shares voted.

Although Non-Registered Shareholders may not be recognised directly at the Meeting for the purposes of voting shares registered in the name of their Nominee, a Non-Registered Shareholder may attend the Meeting as Proxy Holder for their Non-Registered shareholding and vote the shares in that capacity only in a poll. **Non-Registered Shareholders who wish to attend the Meeting and indirectly vote their shares only on a poll as proxy holder for their Non-Registered shareholding should enter their own names in the blank space on the voting instruction form provided to them and return the same to their Nominee (or the Nominee's agent) in accordance with the instructions provided by such Nominee.**

All references to Shareholders in this Explanatory Statement and the accompanying form of proxy and Notice of Meeting are to Registered Shareholders and Non-Registered Shareholders as at the record date of notice unless specifically stated otherwise.

REVOCABILITY OF PROXY

A Registered Shareholder who has submitted a proxy form may revoke it at any time in writing signed by the Registered Shareholder or by the Registered Shareholder's attorney or, where the Registered Shareholder is a corporation, by a duly authorized officer or attorney of the corporation, and received by the Company:

- In **Canada**: at any time up to **5:00 p.m. Friday, October 22, 2021 (Eastern Daylight Time)** by hand or by post to Computershare Investor Services Inc., 100 University Avenue, 8th Floor Toronto, ON, M5J 2Y1, Canada, or facsimile to 1-866-249-775 (Toll Free North America); +1-416-263-9524 (International) or via email on service@computershare.com;
- In **Australia**: at any time up to **5:00 p.m. (Australian Eastern Standard Time) on the last business day preceding the day of the Meeting** (or if adjourned, any reconvening thereof) to the head office of the Company, at Suite G03, 555 Coronation Drive, Toowong, Queensland, Australia, or posted to P.O. Box 1148, Milton, Queensland, 4064, Australia, facsimile to (07) 3221 6152 or +617 3221 6152 (if sent from overseas) or via email on communications@macarthurminerals.com; **or**
- To the Chairman on the day of the Meeting (or if adjourned, any reconvening thereof); or
- In any other manner provided by law.

A revocation of a proxy form does not affect any matter on which a vote has been taken prior to the revocation. Only Registered Shareholders have the right to revoke a proxy form. Non-Registered Shareholders who wish

to change their vote must in sufficient time in advance of the Meeting, arrange for the respective Nominee to revoke their proxy form on their behalf.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as set out herein:

- (a) no person who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year;
- (b) no proposed nominee of Management of the Company for election as a director of the Company; and
- (c) no associate or affiliate of the foregoing persons;

has any material interest, direct or indirect, by way of beneficial ownership or otherwise, in any matter to be acted upon at the Meeting other than the election of directors (Resolutions 2 to 5). See "*Particulars of Matters to be Acted Upon*" for further details.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorised to issue an unlimited number of ordinary (common) shares without par value, of which 144,427,735 shares were issued and outstanding on September 28, 2021. The holders of common shares are entitled to one vote for each common share held.

To the knowledge of the directors and executive officers of the Company, at the date of this Explanatory Statement, no disclosed person beneficially owns, directly or indirectly, or exercises control or direction over shares carrying more than 10% of the voting rights attached to all shares of the Company.

QUESTIONS FROM SHAREHOLDERS

The Company welcomes your feedback. You may submit written questions using the **Shareholder Question Form** included with this Notice of Meeting or using the online form available on the Company's website www.macarthurminerals.com prior to the Meeting relating to the business of the meeting, including questions for the Company's auditor. Questions for the Company's auditor must relate to the content of the Auditor's Report of the conduct of the audit of the Financial Report.

Written questions must be received by the Company no later than **5:00 p.m. on Wednesday, October 20, 2021 (Australian Eastern Standard Time)**.

Please send written questions to:

Macarthur Minerals Limited
P.O. Box 1148
Milton Queensland 4064, Australia

Email: communications@macarthurminerals.com

OTHER MATTERS

Management of the Company is not aware of any other matter to come before the Meeting other than as set forth in the Notice of Meeting. If any other matter properly comes before the Meeting in accordance with the Corporations Act, it is the intention of the Chairman to vote the shares represented by any proxies issued in the Chairman's favour in accordance with his best judgment on such matter.

ADDITIONAL INFORMATION

Additional information relating to the Company is on SEDAR at www.sedar.com, ASX at www.asx.com or on the Company website, www.macarthurminerals.com. Shareholders may contact the Company to request copies of the Company's financial statements and Management Discussion & Analysis ("**MD&A**") via telephone on (07) 3221 1796 or international telephone +61 7 3221 1796 during Australian business hours, by facsimile to the Company on (07) 3221 6152 or +617 3221 6152 (if from overseas), email: communications@macarthurminerals.com or at Suite G03, 555 Coronation Drive, Toowong, Queensland 4066, Australia.

Financial information is provided in the Company's comparative financial statements and MD&A for its most recently completed financial year, both of which are filed on SEDAR and ASX.

If you have any queries on how to cast your votes then call Macarthur's proxy solicitation agent, Laurel Hill Advisory Group, by email at assistance@laurelhill.com or by telephone at 1-877-452-7184 (toll free within Canada or the U.S.) or + 1 416-304-0211 (for collect calls outside Canada and the U.S.).

DATED this 28th day of September 2021.

BY ORDER OF THE BOARD OF DIRECTORS

OF MACARTHUR MINERALS LIMITED

"Cameron McCall"

Cameron McCall

Chairman

QUESTIONS MAY BE DIRECTED TO THE PROXY SOLICITOR



**North America Toll Free
1-877-452-7184**

**Collect Calls Outside North America
416-304-0211**

Email: assistance@laurelhill.com

PARTICULARS OF MATTERS

1. FINANCIAL STATEMENTS & REPORTS

Section 317 of the Corporations Act requires the Financial Report, Directors' Report and Auditor's Report for the past financial year to be tabled before the AGM. There is no requirement in the Corporations Act or the Company's constitution for Shareholders to vote on, approve or adopt such reports.

Following consideration of the reports, the Chairman will provide Shareholders an opportunity to ask questions and make comments on the Company's reports and accounts for the financial year ended March 31, 2021 and on the management of the Company.

2. REMUNERATION REPORT (RESOLUTION 1)

The Remuneration Report is required to be considered for adoption in accordance with section 250R(2) of the Corporations Act. The Remuneration Report, which details the Company's policy on the remuneration of non-executive Directors, executive Directors and senior executives for the financial year ending March 31, 2021, is part of the Director's Report contained in the Company's 2021 Annual Report.

The vote on this Resolution is advisory only and does not bind the Directors of the Company. However, the Directors of the Company will take into consideration the outcome of voting on this Resolution when assessing the remuneration policy for senior executives and executive and non-executive Directors in future.

A reasonable opportunity will be given for the discussion of the Remuneration Report at the Meeting.

Proposed Resolution

To consider and, if thought fit, pass the following **ordinary resolution**, with or without amendment:

1. That the Remuneration Report, as set out in the Annual Report for the financial year ended 31 March 2021 be adopted.

Directors' Recommendation

Acknowledging that every Director has a personal interest in his own remuneration from the Company, as described in the Remuneration Report, the Directors unanimously recommend the adoption of the Remuneration Report.

3. ELECTION OF DIRECTORS (RESOLUTIONS 2 – 5)

The Company's Constitution requires that all newly appointed directors stand for re-election at the next annual general meeting and that the remaining directors, either through retirement by rotation must stand for re-election at each annual general meeting. Shareholders will therefore have the opportunity to vote on the election of each director at the Meeting.

The Company has adopted a majority voting system which aligns with Australian corporate practice. Under majority voting in Australia, security holders can vote "for", "against" or "abstain" in relation to each resolution. On a show of hands, a resolution requires a majority of those present (whether voting in their own right or by Proxy Holder, corporate representative or power of attorney) to vote in favour of the resolution in order for it to be passed. Votes cast as an abstention are not counted in favour or against a resolution. If directors receive a majority of votes against, they will not be re-elected and their position on the board will cease in accordance with the Company's Constitution.

Under the Company's Constitution the minimum number of directors is three. The board of directors (the "**Board**") presently consists of four directors. The Company is required to have an Audit and Risk Committee and the members of this committee are as set out in the table below.

Information on the directors is as follows:

Name & Position ⁽¹⁾	Principal Occupation or Employment during the past 5 years	Period of Service as an Officer or Director	Number of Shares, RSUs and Options ⁽³⁾
Alan Joseph (“Joe”) Phillips Executive Director, CEO Queensland, Australia	<p>Mr Phillips was appointed as Executive Director on 11 October 2017 and on October 24, 2017 was appointed as CEO.</p> <p>Mr Phillips was previously the Company’s CEO and was responsible for the original funding and development of the Company’s significant iron ore assets, having completed its 2012 Prefeasibility Study for the Ullaring Hematite Project and obtaining environmental approvals. Educated at the University of Queensland he combines strong project management skill with a discipline in economics and a detailed understanding of the operation of public administrations and the elected governments in Australia.</p>	<p>Executive Director on October 11, 2017 and CEO on October 24, 2017</p> <p>Re-elected for a further term in 2020.</p>	<p>4,468,404 shares</p> <p>500,000 options</p> <p>2,350,000 RSUs</p> <p>53,511 warrants</p>
Andrew Suckling ⁽²⁾ Independent Director New York, USA	<p>Mr Suckling was appointed as Independent Director on May 21, 2019.</p> <p>Mr. Suckling is Non-Executive Chairman of the Board of Cadence Minerals PLC and has over 25 years’ experience in the commodity industry. He began his career as a trader on the London Metal Exchange (LME) for Metallgesellschaft (MG). In that role, he established a trading presence in China for MG setting up a representative office in Shanghai in 1997. He then became a partner and trader with the New York based multi-billion fund manager Ospraie Management, LLC. In addition to his role as Executive Chairman at Cadence he is the founding principal and portfolio manager for Verulam, a discretionary commodity fund. Mr. Suckling is a graduate of Brasenose College, Oxford University earning a BA (Hons) in Modern History in 1993 and an MA in Modern History in 2000.</p>	<p>Non-Executive Independent Director, appointed May 21, 2019</p> <p>Re-elected for a further term in 2020.</p>	<p>950,000 shares</p> <p>Nil options</p> <p>1,100,000 RSUs</p> <p>Nil warrants</p>
Alan Spence Phillips ⁽²⁾ Non -Executive Director Queensland, Australia	<p>Mr Alan Phillips was appointed to the board on October 19, 2005. Mr Phillips was President and CEO of the Company from August 31, 2009 until his resignation from those positions on April 28, 2015. Mr Phillips continued as Executive Director until December 31, 2016. Mr Phillips continues as a Non-Executive Director.</p> <p>Mr Phillips has been a senior executive, director and chairman of ASX, TSX-V, TSX and AIM listed companies over a period of 40 years. Mr Phillips specialises in start-up and turnaround companies across a broad range of industries, but predominantly in the mining and exploration of copper, gold, ethanol and iron ore and technology sectors.</p>	<p>Non-Executive Director, on January 1, 2017.</p> <p>Re-elected for a further term in 2020.</p>	<p>2,001,750 shares</p> <p>500,000 options</p> <p>1,050,000 RSUs</p> <p>15,750 warrants</p>

Name & Position ⁽¹⁾	Principal Occupation or Employment during the past 5 years	Period of Service as an Officer or Director	Number of Shares, RSUs and Options ⁽³⁾
Cameron McCall Executive Chairman Queensland, Australia	<p>Mr McCall was appointed as Independent Director on April 28, 2015, Non-Executive Independent Chairman on December 3, 2015 and Executive Chairman on October 17, 2017.</p> <p>Mr McCall has a wealth of experience across the financial services and commercial property industries within Australia and internationally. He has been providing investment, equity capital raising and share trading advice for over 17 years to corporate entities and private clients at Hartleys Limited and Macquarie Bank Limited. Mr McCall has during his 40-year career built an extensive network of international and Australian based high net worth individuals and corporate entities. Mr McCall is currently running a corporate advisory business providing advice on asset acquisition and capital raising to international and Australian based organisations.</p>	<p>Non-Executive Independent Director, appointed April 28, 2015 and Executive Chairman on October 17, 2017.</p> <p>Re-elected for a further term in 2020.</p>	<p>2,054,951 shares</p> <p>680,000 options</p> <p>1,700,000 RSUs</p> <p>83,333 warrants</p>

Notes:

1. The information as to place of residence and principal occupation, not being within the knowledge of the Company, has been furnished by the respective directors and officers individually.
2. Member of Remuneration and Nomination Committee and Audit and Risk Committee, Mr. Suckling is the Chair.
3. Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at September 28, 2021, based upon information furnished to the Company by individual directors. Unless otherwise indicated, such shares are held directly.

No proposed director is to be elected under any arrangement or understanding between the proposed director and any other person or company.

To the knowledge of the Company, no proposed director of the Company is, as at the date hereof, or has been, within the 10 years before the date of this Explanatory Statement, a director, chief executive officer (“**CEO**”) or chief financial officer (“**CFO**”) of any corporation (including the Company) that:

- (a) was subject to an order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation that was in effect for a period of more than 30 consecutive days (an “**Order**”), that was issued while the proposed director was acting in the capacity as a director, CEO or CFO; or
- (b) was subject to an Order that was issued after the proposed director ceased to be a director, CEO or CFO and which resulted from an event that occurred while that person was acting in the capacity as director, CEO or CFO; or
- (c) is, as at the date of this Explanatory Statement, or has been within 10 years before the date of the Explanatory Statement, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (d) has, within the 10 years before the date of this Explanatory Statement, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of that individual; or

- (e) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (f) has been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

Proposed Resolution

The ordinary resolution, substantially in the form below, must be passed by at least a majority of the votes cast at the Meeting in person or by proxy.

To consider and, if thought fit, pass the following **ordinary resolution**, with or without amendment:

1. **(Resolution 2):** That Andrew Paul Suckling, who retires by rotation in accordance with the clause 18.6(a) of the Company's Constitution, and being eligible, be re-elected as a director of the Company in accordance with clause 18.8(a)(1) of the Company's Constitution.
2. **(Resolution 3):** That Alan Joseph Phillips, who retires in accordance with clause 18.7(a) of the Company's Constitution, and being eligible, be re-elected as a director of the Company in accordance with clause 18.8(a)(1) of the Company's Constitution.
3. **(Resolution 4):** That Alan Spence Phillips who retires in accordance with the clause 18.7(a) of the Company's Constitution, and being eligible, be re-elected as a director of the Company in accordance with clause 18.8(a)(1) of the Company's Constitution.
4. **(Resolution 5):** That Cameron McCall, who retires in accordance with clause 18.7(a) of the Company's Constitution, and being eligible, be re-elected as a director of the Company in accordance with clause 18.8(a)(1) of the Company's Constitution.

Directors' Recommendation

The directors (except for their interests) recommend that Shareholders vote in favour of the re-election of each director in the event that resolutions 2 to 5 are passed.

The Chairman of the Meeting intends to vote in favour of the respective Resolutions where there are no directions indicated on the proxy form.

4. APPOINTMENT OF AUDITOR (RESOLUTION 6)

RSM Australia Partners is to be appointed as the Company's sole Canadian and Australian auditor effective from the date of the meeting of October 27, 2021. Unless otherwise instructed, the proxies given in favour of the Chairman will be voted for the appointment of RSM Australia Partners as the auditor of the Company to hold office for the ensuing year at a remuneration to be fixed by the directors.

Change of Auditor Notice is **attached** to this Explanatory Statement as Schedule "A"

Under Australian law, the Company's corporate auditors, do not require re-appointment every year at the annual general meeting. However, as RSM Australia Partners is being appointed as the Company sole auditor in Canada and Australia, TSX-V Policy 3.1 section 12 requires that RSM Australia Partners be elected or re-elected by shareholders at each annual general meeting.

Proposed Resolution

To consider and, if thought fit, pass the following **ordinary resolution**, with or without amendment:

1. That, for the purposes of section 327B(1) of the Corporations Act and for all other purposes, RSM Australia Partners having been nominated by shareholders and consented in writing to act as auditor of the Company, be appointed as auditor of the Company, effective from the date of the meeting.

Directors' Recommendation

The directors recommend that Shareholders vote in favour of the appointment of RSM Australia Partners as the Company's sole Canadian and Australian auditor.

The Chairman of the Meeting intends to vote in favour of the respective resolution where there are no directions indicated on the proxy form.

5. APPROVAL OF A FIXED 20% EMPLOYEE SHARE COMPENSATION PLAN AND CONSULTANT SHARE COMPENSATION PLAN (RESOLUTION 7)

Background

The Company currently has two incentive plans, the Employee Share Compensation Plan and the Consultant Share Compensation Plan (collectively the “**Current Share Compensation Plans**”). The Current Share Compensation Plans were accepted by TSX-V and approved by Shareholders at the Company's AGM held on October 30, 2020. When the Current Share Compensation Plans were drafted the Company sought extensive Australian and Canadian legal advice, tax advice and consulted closely with the TSX-V. Prior to listing on ASX in December 2019, the full terms of the Current Share Compensation Plans were released to the market as pre-quotations disclosure.

The terms of the Current Share Compensation Plans fix the maximum number of common shares in the Company that may be issued at 20% of the number of common shares of the Company issued and outstanding as of the effective date of the Current Share Compensation Plans.

The Company is proposing to refresh the effective date of the Current Compensation Plans so that the fixed maximum number of common shares of the Company that may be issued under the Current Share Compensation Plans accurately reflects 20% of the number of common shares of the Company issued and outstanding as of the Record Date for this Meeting (**Effective Date**). As at the date of this Explanatory Statement, the Company has on issue 144,427,735 common shares (collectively, the “**Share Compensation Plans**”).

The Share Compensation Plans provide participants with the opportunity, not only through the grant of stock options, but also through the award of restricted share units (“**RSUs**”), share purchase scheme (the “**SPS**”) and share bonus scheme (the “**SBS**”) to acquire an ownership interest in the Company.

Listing Rule 14.1.A and TSXV Policy 4.4

Pursuant to Policy 4.4 of the TSX Venture Exchange Manual (“**Manual**”), any amendment to the Share Compensation Plan requires disinterested shareholder approval.

If Resolution 7 is passed, the Company will be able to issue up to 20% of 144,427,735 common shares issued and outstanding as at Effective date of September 28, 2021 with any future issue of the Equity Securities to the Employees, Consultants and Directors.

In the event that Resolution 7 is not approved by Shareholders at this Meeting, the Company's Current Share Compensation Plan will continue to be in effect. This may potentially impact the Company's ability to issue any future Equity Securities to Employees and Consultants and the Company will not be able to proceed with any proposed future issue of the Equity Securities to the Directors. The Directors fee / remuneration entitlements will be settled by a cash payment made in accordance with the Company's usual monthly pay cycle.

Listing Rules 10.14 and 10.15

ASX Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire Equity Securities under the Share Compensation Plans:

- (a) a director of the company (Listing Rule 10.14.1);
- (b) an associate of a director the company (Listing Rule 10.14.2); or
- (c) a person whose relation with the company or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by its shareholders (Listing Rule 10.14.3),

unless it obtains the approval of its shareholders.

Any future issue of Equity Securities to the Directors falls within Listing Rule 10.14.1 (or Listing Rule 10.14.2 if the Directors elect to be granted to their respective nominees) and therefore requires the approval of Shareholders under Listing Rule 10.14.

As Shareholder approval is sought under Listing Rule 10.14, approval under Listing Rule 7.1 or 10.11 is not required.

Pursuant to and in accordance with ASX Listing Rule 10.15, the following information is provided in relation to any future issue of the Equity Securities:

- (a) The Equity Securities will be issued under the Share Compensation Plan to each of the Directors (or their respective nominees).
- (b) The Directors are each related parties of the Company by virtue of being a Director and within the category stipulated by Listing Rule 10.14.1. In the event any Equity Securities are issued to a nominee of a particular Director, that person will fall into the category stipulated by Listing Rule 10.14.2.
- (c) The number of any proposed future Equity Securities to be issued to each of the Directors will not exceed the maximum number available under the refresh capacity with the issue price no less than the market price on the date of grant and must be issued no later than 3 years after the date of the meeting.
- (d) The summary of the material term of the scheme is set out in Resolution 8.
- (e) The current total remuneration package for the Directors as at the date of this Notice (presented in accordance with Form 51-102F6V) sets forth all direct and indirect compensation provided to the Company's directors, for the financial years ended March 31, 2020 and 2021. All dollar amounts are Australian dollars unless otherwise indicated.

Table of compensation excluding compensation securities						
Name and position ⁽⁷⁾	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Joe Phillips ⁽¹⁾ CEO and Director	2021	380,000	-	-	-	380,000
	2020	350,000	-	-	-	350,000
Cameron McCall ⁽²⁾ Chairman	2021	320,000	-	-	-	320,000
	2020	305,000	-	-	-	305,000
Alan Phillips ⁽³⁾ Non- Executive Director	2021	110,000	-	-	-	110,000
	2020	108,258	-	-	-	108,258
Earl Evans ⁽⁴⁾ Non- Executive Director	2021	-	-	-	-	-
	2020	37,209	-	-	-	37,209
Andrew Suckling ⁽⁵⁾ Non- Executive Director	2021	95,636	-	-	-	95,636
	2020	78,940	-	-	-	78,940
Daniel Lanskey ⁽⁶⁾ Non- Executive Director	2021	69,996	-	-	-	69,996
	2020	39,220	-	-	-	39,220
Andrew Bruton ⁽⁷⁾ CEO	2021	420,000	-	-	-	420,000
	2020	-	-	-	-	-

Notes:

1. Joe Phillips was CEO until November 30, 2020 and was appointed as Managing Director on December 1, 2020. From April to November 2020, Joe Phillips received a \$15,000/month bonus. Joe Phillips' consulting fees increased from \$20,000/month to \$25,000/month effective December 1, 2020.
2. Cameron McCall was Executive Chairman until November 30, 2020 and was appointed as Non-Executive Chairman on December 1, 2020. From April to November 2020, Joe Phillips received a \$15,000/month bonus.
3. From April to November 2020, Alan Phillips received a \$2,500/month bonus.
4. Earl Evans resigned on September 20, 2019.
5. Andrew Suckling was appointed as Non-Executive Director on May 21, 2019.
6. Daniel Lanskey was appointed as Non-Executive Director on September 20, 2019.
7. Andrew Bruton was appointed as CEO on December 1, 2020.

The following table sets forth information concerning all awards granted or issued under the Company's Share Compensation Plans during the year ended March 31, 2021 to each of the directors and NEOs.

Compensation Securities							
Name and position	Type of compensation security ⁽¹⁾	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue of grant	Issue, conversion or exercise price (CAD\$)	Closing price of security or underlying security on date of grant (CAD\$)	Closing price of security or underlying security at year end (CAD\$)	Expiry Date
Joe Phillips ⁽¹⁾ CEO and Director	RSUs	500,000	8 Dec 20	\$0.65	\$0.48	\$0.68	8 Dec 23
	RSUs	350,000	19 Jan 21	\$0.70	\$0.46	\$0.70	19 Jan 24
	Bonus Shares	321,060	29 Mar 21	\$0.00	\$0.49	\$0.00	N/A
	Bonus Shares	350,000	7 Aug 20	\$0.00	\$0.23	\$0.00	N/A
Cameron McCall ⁽²⁾ Executive Chairman	RSUs	500,000	8 Dec 20	\$0.65	\$0.48	\$0.68	8 Dec 23
	RSUs	200,000	19 Jan 21	\$0.70	\$0.46	\$0.70	19 Jan 24
	Bonus Shares	200,000	7 Aug 20	\$0.00	\$0.23	\$0.00	N/A
Alan Phillips ⁽³⁾ Non- Executive Director	RSUs	200,000	19 Jan 21	\$0.70	\$0.46	\$0.70	19 Jan 24
	Bonus Shares	200,000	7 Aug 20	\$0.00	\$0.23	\$0.00	N/A
Earl Evans ⁽⁴⁾ Non- Executive Director	-	-	-	-	-	-	-
Andrew Suckling ⁽⁵⁾ Non- Executive Director	RSUs	200,000	19 Jan 21	\$0.70	\$0.46	\$0.70	19 Jan 24
	Bonus Shares	250,000	7 Aug 20	\$0.00	\$0.23	\$0.00	N/A
Daniel Lanskey ⁽⁶⁾ Non- Executive Director	RSUs	200,000	19 Jan 21	\$0.70	\$0.46	\$0.70	19 Jan 24
	Bonus Shares	200,000	7 Aug 20	\$0.00	\$0.23	\$0.00	N/A
Andrew Bruton ⁽⁷⁾ CEO	RSUs	350,000	19 Jan 21	\$0.70	\$0.46	\$0.70	19 Jan 24
	Bonus Shares	350,000	7 Aug 20	\$0.00	\$0.23	\$0.00	N/A

Notes:

1. Joe Phillips held 500,000 options and 850,000 RSUs at March 31, 2021.
2. Cameron McCall held 680,000 options and 700,000 RSUs at March 31, 2021.
3. Alan Phillips held 500,000 options and 200,000 RSUs at March 31, 2021.
4. Earl Evans held no options or RSUs at March 31, 2021.
5. Andrew Suckling held 200,000 RSUs at March 31, 2021.
6. Daniel Lanskey held 200,000 RSUs at March 31, 2021.
7. Andrew Bruton held 350,000 RSUs at March 31, 2021.

Australian Corporations Act Requirements

Chapter 6D of the *Corporations Act 2001* (Cth) ("**Corporations Act**") requires that, subject to certain exemptions, the Company provide prospectus level disclosure before an offer of securities (which includes share-based compensation) is made. However, the Australian Securities and Investments Commission ("**ASIC**") provides relief from prospectus level disclosure for employee incentive schemes. The Company has previously relied on such relief, hence the need for two plans:

- the Employee Share Compensation Plan; and
- the Consultant Share Compensation Plan.

The Employee Share Compensation Plan relies on relief from prospectus level disclosure pursuant to ASIC Class Order 14/1000 and/or ASIC Class Order 1000 and the Consultant Share Compensation Plan on general disclosure exemptions.

The two plans currently have an aggregate limit of 20% of issued capital as of the effective date of the Current Share Compensation Plans, being October 30, 2020.

A voting exclusion statement is included in the Notice of Meeting.

Proposed Resolutions

The ordinary resolution, substantially in the form below, must be passed by at least a majority of the votes cast at the Meeting in person or by proxy.

To consider and, if thought fit, pass the following **ordinary resolution**, with or without amendment:

1. The employee share compensation plan and the consultant share compensation plan of the Company (collectively the “**Share Compensation Plans**”) which currently fix the maximum number of common shares of the Company that may be issued under the Share Compensation Plans at 20% of the number of common shares of the Company issued and outstanding, are hereby approved as of the effective date of the Share Compensation Plans, as described in the Explanatory Statement dated September 28, 2021, subject to the Company obtaining all required approvals from the TSX-V and any other securities exchanges or other regulatory authorities;
2. Any unallocated entitlements under the Share Compensation Plans are approved and the Company is authorised to grant entitlements under the Share Compensation Plans; and
3. Any director or officer of the Company is hereby authorised and directed to do all acts and things and to execute and deliver all documents required, as in the opinion of such director or officer may be necessary or appropriate in order to give effect to items 1 and 2 of this resolution.

Directors' Recommendation

The Board has unanimously approved the Share Compensation Plans and recommends to Shareholders of the Company that they vote FOR the Share Compensation Plans.

Voting Exclusion Statement:

In accordance with the ASX Listing Rule 14.11, the Company will disregard any votes cast in favour of Resolution 7 by or on behalf of a person who is entitled to participate in the issue or an associate of that person or those persons.

However, this does not apply to a vote cast in favour of the Resolution 7 by:

1. a person as a proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
2. the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
3. a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (a) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - (b) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.
4. In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote on Resolution 7 if:
 - (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and

- (b) the appointment does not specify the way the proxy is to vote on this Resolution. However, the above prohibition does not apply if:
 - (i) the proxy is the Chairman of the Meeting; and
 - (ii) the appointment expressly authorises the Chairman to exercise the proxy even though Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

6. AMENDMENTS TO TERMS OF THE SHARE COMPENSATION PLANS (RESOLUTION 8)

Background

The Company has in place Employee and Consultant Share Compensation Plans ("Plans") adopted in accordance with the policies of TSX-V in order to grant incentive stock options, award equity restricted share units, or bonus shares or issue common shares from treasury pursuant to the Company's share purchase scheme to directors, employees and consultants to acquire in aggregate up to 20% of issued and outstanding ordinary shares as at September 30, 2020, being 125,599,345 Common Shares. Both of the Plans were approved on October 30, 2020 by the shareholders and replaced the Company's previous Plans.

The Company has conducted a review of the applicable legislation and regulations and certain plans of other companies listed in TSX-V or ASX and proposes to amend the Plans in order to:

- i) align the provisions of the Plans with any updated policies, listing rules or regulation under TSX-V and Australian Securities Exchange (ASX), as well as any relevant applicable securities or other legislation;
- ii) review and align the provisions applicable to termination and relevant consequences, as reasonable; and
- iii) to review and propose provisions relevant to Financial Assistance (in the form of cashless exercise mechanism) supported by the Company.

Corporations Act approvals

Financial Assistance

Pursuant to section 260A of the Corporations Act, a company may financially assist persons to acquire shares in itself only if:

- (a) giving the assistance does not materially prejudice: (i) the interests of the company or its shareholders; or (ii) the company's ability to pay its creditors;
- (b) the assistance is approved by the company's shareholders in accordance with section 260B of the Corporations Act; or
- (c) the assistance is exempt under section 260C of the Corporations Act.

Under section 260C(4) of the Corporations Act, the granting of financial assistance does not require shareholder approval if the assistance is made under an employee share scheme that has been approved by shareholders.

The Directors do not consider that the cashless provision under the Plans will materially affect the Company's ability to pay its creditors as it does not involve any actual payments of cash, nor does it involve the Company disposing of any assets.

The Directors do not consider that the giving of the financial assistance will be likely to materially prejudice the interests of the Company or its Shareholders or the Company's ability to pay its creditors.

Reasons for providing the financial assistance under the Plans

The cashless exercise mechanism will enable Options holders (as applicable) to set-off the exercise cost of their Options against the number of Shares which they are entitled to receive upon the exercise of their Options.

Whether the cashless exercise mechanism will be utilised by an option holder (assuming Resolutions 7 and 8 are approved) will be at the absolute discretion of the participant. That is, the participant may decide to not use the cashless exercise mechanism but exercise their Options in the traditional manner. Any decision by a participant to use the cashless exercise mechanism will be subject to Board approval at the relevant time.

The changes to the terms of the Options to introduce the cashless exercise mechanism have been conditionally approved by the Board, with such approval being subject to Shareholder approval under Listing Rule 6.23.4 at the Meeting. Each individual holder of Existing Options (as applicable) will also be required to agree to the change in order for it to be effective in respect of that holder's Options.

ASX Listing Rules 6.23.4, 14.1.A and TSXV Policy 4.4

Shareholders approval is being sought under Resolution 8 to approve the amendment of the terms of the Plans as at the date of the Notice in accordance with the requirements of Listing Rule 6.23.4 and TSXV Policy 4.4.

In the event that Resolution 8 is not approved by Shareholders at this Meeting, the Company's Current Share Compensation Plan will continue to be in effect.

Summary of proposed terms of the Share Compensation Plans (with the proposed new amendments)

The Share Compensation Plans provide participants with the opportunity, through RSUs, options, the SPS and the SBS to acquire an ownership interest in the Company.

- RSUs are units that rise and fall in value based on the value of the Company's shares. Unlike options, RSUs do not require the payment of any monetary consideration to the Company. Instead, each RSU represents a right to receive one common share following the attainment of vesting criteria determined at the time of the award. See "*Restricted Share Units*" below.
- Options are rights to acquire the Company's common shares upon payment of monetary consideration (i.e. the exercise price), subject also to vesting criteria determined at the time of the grant. See "*Options*" below.
- The SPS will give participants the opportunity to purchase shares by making contributions from their salary and a part contribution by the Company. See "*Share Purchase Scheme*" below.
- The SBS gives the Company the discretion to allot, issue and distribute common shares to eligible participants who are deemed to have provided an extraordinary contribution to the Company. See "*Share Bonus Scheme*" below.

Purpose of the Share Compensation Plans and Participants

The stated purpose of the Share Compensation Plan is to advance the interests of the Company and its Shareholders by:

- (a) ensuring that the interests of directors, officers, employees and consultants are aligned with the success of the Company;
- (b) encouraging share ownership by such persons; and
- (c) providing compensation opportunities to attract, retain and motivate such persons.

Each director (including non-executive directors), officer, employee and consultant of the Company and its subsidiaries, that are confirmed as bona fide eligible persons, will be eligible to participate in the Share Compensation Plans. See "*Restrictions on the Issuance of Shares from Treasury Under the Share Compensation Plans*" below.

Participants retained to provide Investor Relations Activities can only participate in Options. They are not allowed to receive RSUs, Bonus Shares and Common Shares pursuant to the SPS.

Administration of the Share Compensation Plan

The Share Compensation Plans will be administered by the Board or other such persons as may be designated by the Board from time to time (the "**Administrators**") which may be through the recommendation of the Remuneration and Nomination Committee of the Board (if such a committee is appointed), which will determine,

from time to time, the eligibility of persons to participate in the Share Compensation Plans, when RSUs, options and shares under the SBS ("**Bonus Shares**") will be awarded or granted, the number of RSUs, options and Bonus Shares to be awarded or granted, the vesting criteria for each award of RSUs and grant of options, the eligibility of persons to benefit from the cashless provision and all other terms and conditions of each award and grant, in each case in accordance with applicable securities laws and stock exchange requirements. In addition, the Administrators will determine the amount that participants and the Company may contribute under the SPS and whether such contributions shall be used to subscribe for shares from treasury or purchase shares from the market. See "*Share Purchase Scheme*" below.

The grant of any Restricted Share Units, Bonus Shares and Common Shares pursuant to the Share Purchase Scheme to Insider Participants must receive disinterested shareholder approval.

Number of Shares Available for Issuance under the Share Compensation Plan

The number of shares available for issuance from the treasury under the Share Compensation Plan must not at any time exceed 20% of the number of common shares of the Company issued and outstanding as of the effective date of the Share Compensation Plans (i.e. on the approval at this Meeting), currently expected to be 144,427,735. These limits do not apply to shares purchased from the market under the SPS.

Restrictions on the Issuance of Shares from Treasury Under the Share Compensation Plans

Certain additional restrictions on the number of shares issuable from treasury under the Share Compensation Plans will apply as follows:

- (a) the number of shares issuable from treasury to insiders cannot exceed 20% of the shares then outstanding;
- (b) the number of shares issued from treasury to insiders within any one-year period cannot exceed 20% of the shares then outstanding;
- (c) the number of shares issued from treasury to any one person at any time cannot exceed 10% of the shares then outstanding within any one-year period;
- (d) the number of shares issued to any one consultant at any time cannot exceed 2% of shares then outstanding, within any one-year period;
- (e) the number of shares issued to all persons that provide investor relations activities at any time cannot exceed 2% of shares then outstanding, within any one-year period;
- (f) the aggregate number of Common Shares issued for RSUs, Bonus Shares; and the SPS cannot exceed in the issuance of 20,000,000 at any point in time, including to insiders;

The foregoing restrictions do not apply to shares purchased on the market under the SPS.

Restricted Share Units

- (a) Mechanics for RSUs

RSUs awarded to participants under the Share Compensation Plan will be credited to an account that will be established on their behalf and maintained in accordance with the Share Compensation Plans. Each RSU awarded will conditionally entitle the holder thereof to the issuance of one common share upon achievement of the vesting criteria.

- (b) Vesting Provisions

The Share Compensation Plans provide that:

- (i) at the time of the award of RSUs, the Administrators will determine the vesting criteria applicable to the awarded RSUs;
- (ii) vesting of RSUs may include criteria such as time vesting criteria or performance vesting;

- (iii) RSUs with time vesting criteria would, at a minimum (i.e. as the least restrictive criteria), vest in respect 33 1/3 % of the shares subject to RSUs on the first day after each of the first three anniversaries of the award date of such RSUs;
- (iv) RSUs with performance vesting criteria would, at a minimum (i.e. as the least restrictive criteria), vest on the first day after the first achievement of vesting criteria as determined by the Administrators.

(c) Termination, Retirement and Other Cessation of Employment in connection with RSUs

A person participating in the Share Compensation Plans will cease to be eligible to participate in the following circumstances: (a) where a participant voluntarily resigns from their position on the termination date included in any notice of termination of employment; (b) where a consultant terminates for convenience (insofar as it is possible pursuant to the terms of the consultant's contract) on the termination date included in any notice of termination of contract or service; (c) in all other circumstances, by the giving of any notice of termination of employment (whether voluntary or with just cause or without cause), or any cessation of employment or service for any reason whatsoever, excluding disability or death; or (d) in all other circumstances by the giving of notice by the Company to a consultant of termination of contract, excluding notice of termination of contract due to disability or death of the primary person who provides management or consulting services, excluding disability or death (an **"Event of Termination"**).

If an Event of Termination occurs after the vesting date of the RSUs, but prior to settlement of the award of shares, to the extent permitted under applicable laws and the rules of the TSX-V and any other applicable exchange that the Company may be listed on from time to time (the **"Listing Rules"**), the settlement shall occur as soon as practicable after the Event of Termination. If an Event of Termination has occurred prior to the vesting date by voluntary resignation, under the Employee Share Compensation Plan, or by termination for convenience (and provided the Participant is not a Good Leaver) under the Consultant Share Compensation Plan, or a participant is terminated for just cause under both Share Compensation Plans, all of the participant's unvested RSUs will immediately be null and void. If an Event of Termination has occurred by the Company, without cause, all RSUs of the participant shall immediately vest and shall be paid out in shares no later than 10 days after the Event of Termination.

If a participant dies or suffers a disability which the Administrators, in their sole and unfettered discretion, consider likely to permanently prevent the participant (or the primary person who provides management or consulting services to the Company or to any entity controlled by the Company) from: (a) being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which they were last employed or engaged by the Company or its subsidiaries; or (b) acting as a director or officer of the Company or its subsidiaries (a **"Disability"**), the RSUs then held by the participant shall vest, depending on applicable time vesting criteria or achievement of performance criteria, at any time up to but not after the earlier of: (i) 365 days after the date of death or Disability; and (ii) the expiration date of the RSUs.

(d) Other Terms

Under the Share Compensation Plans, should the vesting of an RSU fall within a blackout period the vesting will be automatically extended to the business day after the end of the blackout period.

Under the Consultant Share Compensation Plan, if a participant's contract term ends after the vesting date of the RSUs, but prior to settlement of the award of shares, to the extent permitted under applicable laws and the Listing Rules, the settlement shall occur as soon as practicable after the expiry of the contract term. If the vesting of a participant's RSUs is delayed due to a blackout period, but the participant's contract ends on, or after, what would have been the vesting date but for the blackout period, the RSUs shall still vest in accordance with their terms despite expiry of the contract term. In all other cases, if a participant's contract term ends prior to the vesting date all rights of the participant in unvested RSUs granted to the participant shall be immediately null and void as of the date of the expiry of the contract.

Under the Share Compensation Plans, all unvested RSUs shall vest on occurrence of a "Change of Control". A "Change of Control" means: (i) the acceptance of a bona fide arm's length Take Over Bid made to all holders of voting shares in the capital of the Company to purchase, directly or indirectly, voting shares in the capital of the Company (an **"Offer"**) by a sufficient number of holders of voting shares in the capital of the Company to constitute the offeror, together with persons acting jointly or in concert with the offeror, a Shareholder of the Company being entitled to exercise more than 50% of the voting rights attaching to the outstanding voting shares in the capital of the Company (provided that prior to the Take Over Bid, the offeror was not entitled to exercise more than 50% of the voting rights attaching to the outstanding voting shares in the capital of the

Company), (ii) the completion of a consolidation, merger or amalgamation of the Company with or into any other corporation whereby the voting Shareholders of the Company immediately prior to the consolidation, merger or amalgamation receive less than 50% of the voting rights attaching to the outstanding voting shares of the consolidated, merged or amalgamated corporation, (iii) the completion of a sale whereby all or substantially all of the Company's undertakings and assets become the property of any other entity and the voting Shareholders of the Company immediately prior to that sale hold less than 50% of the voting rights attaching to the outstanding voting securities of that other entity immediately following that sale, (iv) a change in the composition of a majority of the board within a 90 day period as a result of a Shareholder (alone or collectively with other Shareholders) being able to exert control or influence over the composition of the Board, and so exercise such control or influence; or (v) any similar event or transaction not specifically contemplated by this section paragraph as determined by the Company in its sole discretion, acting reasonably, including but not limited to a change in control of the Board.

Options

(a) Mechanics for Options

Each option granted will entitle the holder thereof to the issuance of one share upon achievement of the vesting criteria and payment of the applicable exercise price.

(b) Termination, Retirement and Other Cessation of Employment in connection with Options

A person participating in the Share Compensation Plan will cease to be eligible to participate where there is an Event of Termination (as defined above).

If an Event of Termination occurs as a result of termination for just cause, any unvested options held by such participant on the date of such termination, shall be cancelled as of that date. Except as otherwise stated in the Share Compensation Plans or otherwise determined by the Administrators in their discretion, upon the occurrence of an Event of Termination that includes termination by voluntary resignation, under the Employee Share Compensation Plan, or by termination for convenience, under the Consultant Share Compensation Plan, or termination other than for just cause, under both Share Compensation Plan, all options (vested or unvested) granted to the affected participant shall if unvested vest immediately and they may all be exercised only before the earlier of: (i) the expiry of the option; or (ii)(a) 90 days after the date of the Event of Termination for participants who are not directors; or (ii)(b) 365 days after the date of the Event of Termination for participants who are directors.

If a participant ceases to be an Eligible Person due to his or her death or Disability (or in the case of a consultant company, the primary person who provides management or consulting services to the Company or to any entity controlled by the Company), the options then held by the participant shall vest and be exercisable to purchase shares at any time up to but not after the earlier of: (i) 365 days after the date of death or Disability; and (ii) the expiration date of the options.

(c) Other Terms

The Administrators will determine the exercise price and term/expiration date of each option, provided that the exercise price shall not be less than the prescribed discount permitted by the TSX-V from the market price on the date of grant; and no option shall be exercisable after five years from the date on which it is granted.

Should the term of an option expire on a date that falls within a blackout period or within nine business days following the expiration of a blackout period, such expiration date will be automatically extended to the tenth business day after the end of the blackout period.

If a Change of Control occurs, all options will become vested, whereupon such option may be exercised in whole or in part by the optionee, subject to the approval of the TSX-V, if necessary.

If a bona fide Take Over Bid for shares is made to a participant who holds options or to Shareholders of the Company generally or to a class of Shareholders which includes the options held by a participant, which Take Over Bid, if accepted in whole or in part, would result in the offeror becoming a control person of the Company, within the meaning of the *Securities Act* (British Columbia), the Company may, upon receipt of notice of the Take Over Bid, determine in its discretion whether to amend the vesting provisions of the options and notify each affected participant of full particulars of the Take Over Bid, whereupon (subject to the approval of the TSX-V and /or ASX as applicable) the vesting provisions of the options will be accelerated to being vested and any such unvested options with an out of the money strike price shall have their strike price reduced to be at

least 20% in the money (i.e. the value of the un-vested Options (as applicable) shall be increased by ensuring the relevant Options (as applicable) vest at 20% below the lesser of the applicable Takeover price or the 5 day VWAP as at the date upon which the Takeover was announced to the market. The Directors shall give each Participant as much notice as possible of any acceleration of the Options under this section, except that not less than five (5) business days' notice is required and more than 30 days' notice is not required. However, if: (a) the Take Over Bid is not completed within the time specified therein; or (b) all of the shares tendered by the participant pursuant to the Take Over Bid are not taken up or paid for by the offeror in respect thereof, then the shares received upon such exercise, or in the case of clause (b) above, the shares that are not taken up and paid for, may be returned by the participant to the Company and reinstated as authorized but unissued shares and with respect to such returned shares, the participant's options shall be reinstated as if it had not been exercised and the terms upon which such options were to become vested shall be reinstated. If any shares are returned to the Company under this provision, the Company shall immediately refund the exercise price received by the Company to the participant for such options.

Share Purchase Scheme

(a) Mechanics for the SPS

The Administrators shall designate the participants which may be entitled to participate in the SPS, however, Canadian residents shall not be entitled to participate in the SPS. Such participants will be entitled to make contributions from salary or consultant fees for services up to a limit set by the Administrators (to a maximum of 20% of their annual contracted amount). The Administrators shall also determine the contribution that will be made by the Company (up to a maximum of 25% of each participant's contribution). The Administrators shall determine whether a Purchase Scheme Treasury Option (as defined below) or a Purchase Plan Market Option (as defined below) will be utilized.

(b) Purchase Scheme Treasury Option

Under the purchase scheme treasury option (the "**Purchase Scheme Treasury Option**") each of the participant's contribution and the Company's contribution shall be aggregated ("**Aggregate Contribution**") and common shares shall be issued from treasury for the account of each participant. The number of common shares that are issued for the account of each participant is based on their Aggregate Contribution divided by market trading price of the common shares on any exchange where the common shares are listed (including the TSX-V).

(c) Purchase Scheme Market Option

Under the purchase scheme market option (the "**Purchase Scheme Market Option**") the participant's contribution and the Company's contribution will be paid into a trust (the "**Purchase Scheme Trust**") and the Purchase Scheme Trust will use the Aggregate Contribution to purchase common shares on the open market.

(d) Determination of Purchase Scheme Treasury Option or Purchase Scheme Market Option

At the commencement of every calendar quarter, the Administrators shall determine whether Aggregate Contributions in respect of a participant shall be used to:

- (i) purchase shares to be issued from treasury under the Purchase Scheme Treasury Option; or
- (ii) purchase shares through the facilities of the TSX-V (or such other stock exchanges as the Company may designate from time to time) under the Purchase Scheme Market Option, for the next following calendar quarter; provided that, if the Administrators do not make such a determination in respect of any calendar quarter, participants shall continue to participate in the SPS in the next following calendar quarter on the same terms and in the same manner as in the preceding calendar quarter.

Participants shall initially participate in the Purchase Scheme Treasury Option until such determination is changed by the Administrators. Each participant shall be advised in writing of his or her participation in the Purchase Scheme Treasury Option or the Purchase Scheme Market Option and shall be advised of any changes in such participant's participation under the SPS Holding and Delivery of Shares.

(e) Common Shares Held in Trust

All common shares issued to or purchased by the trustee of the Purchase Plan Scheme Trust (the “Trustee”) on behalf of a participant shall be held by the Trustee in trust for the benefit of such participant and the Trustee shall record the number of common shares so held by the Trustee for the benefit of the participant.

The common shares held by the Trustee on behalf of a participant pursuant to the SPS shall be voted by the Trustee at each meeting of the Shareholders of the Company in accordance with the timely instructions of such participant and, for the purposes thereof, the Trustee shall, at the expense of the Company cause each participant to be provided with a copy of the notice of meeting, Explanatory Statement and proxy for each meeting of the shareholders of the Company together with an appropriate form on which the participant may indicate voting instructions to the Trustee, or alternatively, the Trustee may deliver to the participant a proxy for use at such meeting, duly endorsed by the Trustee, indicating the number of common shares held by the Trustee for such participant, entitling the participant to deposit such proxy directly with the Company in connection with such meeting.

The Trustee shall promptly advise all participants of take-over bids, issuer bids, rights offerings and other events notice of which is given to the Trustee or its nominee as the registered holder of common shares and cause all participants to be provided with copies of all materials delivered by the Company to the Trustee or its nominee in connection therewith and exercise the rights with respect thereto at the timely direction of the participant upon the participant providing such instructions, information or funds to the Trustee as may be specified by the Trustee.

Unless otherwise provided in the Share Compensation Plan, common shares held for the benefit of a participant in trust with the Trustee shall be delivered to the participant at such times as determined by the Administrators in consultation with the Trustee. With respect to any common shares held by the Trustee for the benefit of any participant on which the Hold Period (as defined below), if any, has not expired at such delivery time, the Trustee shall transfer the common shares then held in trust for such participant in his/her name and deliver such common shares to the participant within five (5) Business Days after expiry of the Hold Period. No fractional shares shall be delivered to any participant and the Trustee shall hold any unused balance of the Aggregate Contribution in respect of a participant in trust on behalf of such participant until used in accordance with the SPS or otherwise returned to the participant or Company, as applicable, in accordance with the terms of the SPS.

Unless otherwise provided under the terms of the Purchase Scheme Trust a participant shall be entitled to authorise and direct the Trustee to sell at or above the Market Price (as defined below) the common shares to which a participant is entitled to under the Purchase Scheme Trust, subject to applicable laws and Listing Rules, including compliance with the Hold Period (as defined below).

“Market Price” means the last closing price per Common Share on the trading day immediately preceding the day on which the Company announces the grant of the option or, if the grant is not announced, on the Grant Date.

(f) Termination of Contract and the SPS

If a participant ceases to be eligible to participate in the SPS for any reason including an Event of Termination, any cash portion of the participant’s contribution then held on behalf of such participant shall be paid to the participant:

- (i) Under the Purchase Plan Treasury Option, any cash portion of the Company’s contribution made on behalf of such participant to the Purchase Scheme Trust then held by the Purchase Scheme Trust shall be forfeited, and subject to the discretion of the Administrators, any common shares issued on behalf of such participant from time to time for the Aggregate Contribution then held in safekeeping for a participant, subject to applicable law and Listing Rules, be delivered to such participant subject to compliance with applicable law and Listing Rules, including expiry of the Hold Period (as defined below);
- (ii) Under the Purchase Plan Market Option any cash portion of the Company’s contribution made on behalf of such participant to the Purchase Scheme Trust then held by the Purchase Scheme Trust shall be forfeited, and subject to the discretion of the Administrators, such Employee shall be entitled to receive the common shares purchased by the Purchase Scheme Trust with the Company’s contribution made in respect of such participant up to the end of the quarter immediately prior to the date of the Event of Termination and shall forfeit the amount of the

Company's contribution and any Common Shares purchased with such Company's contribution made in respect of such Employee after the end of such quarter.

If a participant shall cease to be employed or consultant's contract terminated by the Company and all designated affiliates by reason of Disability or the death of the participant:

- (i) such participant shall automatically cease to be entitled to participate in the SPS; and
- (ii) any issuance from treasury, purchase from the market and delivery of common shares by the Trustee in respect of such participant, shall not be accelerated by the Disability or death of such participant and shall occur on the date on which such common shares would otherwise have been issued, purchased and delivered to such participant had the Disability or death of the participant not occurred and the Company shall pay any unused portion of the Aggregate Contribution then held by the Trustee on behalf of such participant to the participant or the estate of the participant, as the case may be.

(g) Other Terms

Any participant may at any time during a calendar year, other than during the month of December, elect to withdraw from the applicable Share Purchase Plan. The participant's contribution contributed to the date of withdrawal will continue to be held in trust on behalf of the participant and issued at the time they would otherwise have been issued as if the participant had not withdrawn.

Share Bonus Scheme

(a) Mechanics of the SBS

The Administrators shall have the authority to allot, issue and distribute Bonus Shares to any participants whom the Administrators, in their sole and absolute discretion deem to have provided extraordinary contributions to the advancement of the Company as a discretionary bonus.

Bonus Shares will be issued at a deemed price determined by the Administrators at the time of issuance of such bonus shares, but such price shall not be less than the daily closing price per common share on the TSX-V and/or ASX as applicable on the trading day immediately preceding the day on which the bonus shares are issued.

(b) Other Terms

The pool of Bonus Shares available for any given year if not distributed cease to be available at the end of the year and do not accumulate or become available for any succeeding year.

Transferability

RSUs awarded and options granted under the Share Compensation Plan are non-transferable other than in accordance with the Share Compensation Plan.

Unless otherwise provided under the terms of the Purchase Scheme Trust a participant shall be entitled to authorise and direct the Trustee to sell at or above the current market price the common shares to which a participant is entitled to under the Purchase Scheme Trust.

Hold Period

All shares issued from treasury to a participant under the Share Compensation Plan, other than shares issued on the exercise of options, are subject to a four month and one day hold period on TSX-V, or such longer period as may be required by law or any regulatory authority having jurisdiction over the securities of the Company (the "Hold Period"). Shares purchased on the market under the SPS will not be subject to the Hold Period.

If the exercise price of any options issued is at discount to the Market Price, the Hold Period applies from the Grant Date and will be legended in accordance with the TSX-V Manual.

Investor Relations Activities

Any options issued to Participants retained to provide Investor Relations Activities vest in accordance with TSX-V Manual.

The Administrators must, through the establishment of appropriate procedures, monitor the trading in the securities of the Issuer by all Participants performing investor relations activities. These procedures may include, for example, the establishment of a designated brokerage account through which the participant conducts all trades in the securities of the Company or a requirement for such participants to file insider trade report to the Administrators.

Cashless Provision

In lieu of paying the aggregate exercise price to purchase Common Shares under clause 5 (Grant of Options) the Administrators may, in their sole and absolute discretion, permit a Participant to elect to receive, without payment of cash or other consideration, upon surrender of the applicable portion of exercisable Options to the Corporation, a number of Common Shares determined in accordance with the following formula (a **Cashless Exercise**):

$$A = \frac{B * (C - D)}{C}$$

where:

- | | |
|---|--|
| A | the number of the Common Shares (rounded down to the nearest whole number) to be issued to the Participant; |
| B | the number of Common Shares otherwise issuable upon the exercise of the Option or portion of the Option being exercised; |
| C | the Market Value of one Common Share determined as of the date of delivery of written notice to the Company Secretary where Market Value is determined to be the weighted average price for Shares on the TSX-V or ASX, as applicable over the last 30 trading days immediately prior to the date that the Corporation receives the notice of Option exercise; and |
| D | the exercise price of Options |

For example: if a Participant holds 50 Options (which have vested and are therefore capable of exercise), each with an exercise price of \$1.00 and they elect to exercise all of their Options by paying the exercise price, they would pay \$50 and receive 50 Common Shares. However, if the Participant elects their rights under the Cashless Exercise, and the Market Value of one Common Share prior to exercise is \$1.50, the Participant will pay no cash and receive 16 Common Shares (being $50 (\$1.50 - \$1.00) / \$1.50 = 16.67$, rounded down to 16 Common Shares).

For greater certainty, upon the Cashless Exercise of an Option (or portion thereof), the total number of Common Shares that may be issued pursuant to the exercise of Options under the Plan, shall be reduced by the total number of the Common Shares with respect to which the Option (or portion thereof) was surrendered.

Amendment Provisions in the Share Compensation Plans

The Board may amend the Share Compensation Plans or any RSU or option at any time without the consent of any participants under the Share Compensation Plans provided that such amendment shall:

- (a) not adversely alter or impair any RSU previously awarded or any option previously granted except as permitted by the adjustment provisions of the Share Compensation Plan;
- (b) be in accordance with the Manual, applicable Listing Rules and relevant securities legislation and be subject to any regulatory approvals including, where required, the approval of the TSX-V and/or ASX as applicable; and
- (c) be subject to Shareholder approval, where required, by law or the requirements of the TSX-V and/or ASX as applicable, provided that Shareholder approval shall not be required for the following amendments:

- (i) amendments of a “housekeeping nature”, including any amendment to the Share Compensation Plans or a RSU or option that is necessary to comply with applicable laws, tax or accounting provisions or the requirements of any regulatory authority or stock exchange and any amendment to the Share Compensation Plans or a RSU or option to correct or rectify any ambiguity, defective provision, error or omission therein, including any amendment to any definitions therein;
 - (ii) amendments that are necessary for RSUs or options to qualify for favourable treatment under applicable tax laws;
 - (iii) a change to the vesting provisions of any RSU or any option (including any alteration, extension or acceleration thereof) or the Share Compensation Plans;
 - (iv) a change to the termination provisions of any option (for example, relating to termination of employment, resignation, contract, retirement or death) that does not entail an extension beyond the original expiration date (as such date may be extended by virtue of a blackout period);
 - (v) the introduction of features to the Share Compensation Plans that would permit the Company to, instead of issuing shares from treasury upon the vesting of the RSUs, retain a broker and make payments for the benefit of participants under the Share Compensation Plan to such broker who would purchase shares through the facilities of the TSX-V and/or ASX as applicable for such participants;
 - (vi) where amendments are required to comply with listing on a foreign exchange;
 - (vii) subject to compliance with TSX-V and/or ASX requirements (as applicable), reduce the exercise price of any option (including any cancellation of an option for the purpose of reissuance of a new option at a lower exercise price to the same person); and
 - (viii) change the application of adjustment and change of control sections.
- (d) For greater certainty:
- (i) Shareholder approval will be required in circumstances where an amendment to the Share Compensation Plans would:
 1. increase the maximum number of shares issuable under the Share Compensation Plans, other than by virtue of the adjustment provisions in the Share Compensation Plans, or change from a fixed maximum percentage number of shares to a fixed maximum of issued and outstanding shares;
 2. amend the fixed limit on the number of Bonus Shares that can be issued for the term of a Share Compensation Plan;
 3. permit RSUs or options to be transferable or assignable other than for normal estate settlement purposes;
 4. extend the term of any option beyond the original term (except if such period is being extended by virtue of a blackout period);
 5. amend the method for determining the exercise price of options;
 6. increase the certain limits referred to above under “*Restrictions on the Award of RSUs and Grant of Options*”;
 7. amend the expiry and termination provisions applicable to RSUs, Options, a SPS or SCA;
 8. amend the number of shares reserved for issuance pursuant to the SPS;
 9. amend limit that the Corporation can contribute to a participant under the SPS;
 10. amend the Cashless Provision; or

11. amend the amendment provisions in the Share Compensation Plans.
- (ii) Disinterested Shareholder approval will be required in circumstances where an amendment to the Share Compensation Plans would:
 1. reduce the exercise price of any Option granted under the Share Compensation Plans if the person is an Insider of the Company at the time of the proposed amendment; or
 2. increase the certain limits referred to above under “*Restrictions on the Award of RSUs and Grant of Options*”.

If the Share Compensation Plans are approved by Shareholders at the Meeting, the Current Share Compensation Plans in its current form will cease to operate, and any outstanding options and RSUs will be rolled into and governed by the New Share Compensation Plans. The above description of the Share Compensation Plans is written on the assumption that the Share Compensation Plan, as amended and presented to Shareholders, are approved at the Meeting.

Copies of the Share Compensation Plans will be available at the Meeting and will be mailed to any Shareholder free of charge by contacting the Company. See “*Additional Information*”.

A voting exclusion statement is included in the Notice of Meeting.

Proposed Resolution

The ordinary resolution, substantially in the form below, must be passed by at least a majority of the votes cast at the Meeting in person or by proxy.

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

1. The amended employee share compensation plan and the consultant share compensation plan of the Company (collectively the “**Share Compensation Plans**”) as described in the Explanatory Statement dated September 28, 2021, be hereby ratified, confirmed and approved, subject to the Company obtaining all required approvals from the TSX-V and any other securities exchanges or other regulatory authorities; and
2. Any director or officer of the Company is hereby authorised and directed to do all acts and things and to execute and deliver all documents required, as in the opinion of such director or officer may be necessary or appropriate in order to give effect to this resolution.”

Directors’ Recommendation

The Board has unanimously approved the amended terms to the Share Compensations Plans and recommends to Shareholders of the Company that they vote FOR the Share Compensation Plans.

Voting Exclusion Statement:

In accordance with the ASX Listing Rule 14.11, the Company will disregard any votes cast in favour of Resolution 8 by or on behalf of a person who is entitled to participate in the issue or an associate of that person or those persons.

However, this does not apply to a vote cast in favour of the Resolution 8 by:

1. a person as a proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
2. the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
3. a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (a) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and

- (b) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.
- 4. In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote on Resolution 8 if:
 - (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and
 - (b) the appointment does not specify the way the proxy is to vote on this Resolution. However, the above prohibition does not apply if:
 - (i) the proxy is the Chairman of the Meeting; and
 - (ii) the appointment expressly authorises the Chairman to exercise the proxy even though Resolution 8 is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

7. APPROVAL OF OMNIBUS INCENTIVE PLAN (RESOLUTION 9)

The Board adopted an omnibus plan (the “Omnibus Incentive Plan”) on August 31, 2021. The adoption and amendment being subject to the approval of relevant disinterested shareholders at the AGM and final TSXV and ASX approvals. The Board determined that it is desirable to have a wide range of incentive awards, including restricted share units, deferred share units, performance units and other share-based awards (collectively, the “**Awards**”) to attract, retain and motivate employees, executive directors and consultants of the Company.

The Omnibus Incentive Plan is a fixed plan which reserves for issuance a maximum of 10,000,000 common shares. As conditionally accepted by the TSXV and ASX, the maximum capacity limit under the Omnibus Plan will not apply to the extent that it would be inconsistent with an applicable exchange policy. Subject to applicable limits prescribed by the Exchanges, the Company will have the flexibility to grant and award insiders any combination of Awards and options as appropriate and determined under the Company’s compensation policies.

Value-accretive performance incentives linked to specific milestones (**Performance Awards**) will be granted to key executives of the Company (**Participants**) under the proposed new Omnibus Incentive Plan where their roles require material personal exertion and effort to advance corporate strategy, commercial objectives, and drive Company value. The Board considers that it is appropriate that the Participant’s efforts should be linked to incentive awards with future performance goals that are aligned with the objectives and expectations of shareholders.

The Performance Incentives will be linked to vesting milestones that are targeted for achievement. Under the Omnibus Incentive Plan, a significant portion of the Participants’ total remuneration would be placed at - risk to better align their interests with those of Shareholders, to encourage the production of long-term sustainable growth and to assist with their retention.

The full text of the Omnibus Incentive Plan is **attached** to this Explanatory Statement as Schedule “B” and will also be available for review at the Meeting. A copy of the Omnibus Incentive Plan is available upon request from the Company’s Corporate Secretary at G03, 555 Coronation Drive, Toowong QLD 4064 during business hours on any business day before the holding of the Meeting.

Relevant disinterested shareholders will be asked to consider and, if deemed appropriate, authorize, ratify, approve and confirm, subject to final regulatory approval, the Omnibus Plan (the “**Omnibus Incentive Plan Resolution**”). The Omnibus Incentive Plan Resolution must be approved by not less than a majority of the votes cast in respect thereof by shareholders other than insiders of the Company and their associates (as defined in TSXV policies, and pursuant to ASX guidelines collectively, the “**Insiders**”).

TSXV and ASX have each conditionally accepted the Omnibus Incentive Plan, subject to the approval of relevant disinterested shareholders.

Listing Rule 14.1.A

In the event that Resolution 9 is not approved by Shareholders at this Meeting, the Company's Current Share Compensation Plan will continue to be in effect.

A voting exclusion statement is included in the Notice of Meeting.

Proposed Resolutions

To consider and, if thought fit, pass the following **ordinary resolution of disinterested shareholders** with or without amendment:

"That, subject to the approval of the TSXV and ASX (as required):

1. The Company's Omnibus Incentive Plan, as described and included in the Explanatory Statement, (pursuant to which the directors may, from time to time, authorize the issuance of a maximum aggregate of 10,000,000 common shares of the Company to directors, officers, employees, and consultants of the Company in accordance with the Omnibus Incentive Plan), is hereby authorised, ratified, approved and confirmed, subject to final regulatory approval; and
2. Any one or more of the directors or officers of the Company is authorised and directed, upon the Board resolving to give effect to this resolution, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things that may be necessary or desirable to give effect to the resolution."

Directors' Recommendation

The Board recommends to Shareholders of the Company that they vote **FOR** Resolution 9 in respect of the adoption of Omnibus Incentive Plan.

Voting Exclusion Statement:

In accordance with the ASX Listing Rule 14.11, the Company will disregard any votes cast in favour of Resolution 9 by or on behalf of a person who is entitled to participate in the issue or an associate of that person or those persons.

However, this does not apply to a vote cast in favour of the Resolution 9 by:

1. a person as a proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
2. the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
3. a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (a) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - (b) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.
4. In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote on Resolution 9 if:
 - (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and

- (b) the appointment does not specify the way the proxy is to vote on this Resolution. However, the above prohibition does not apply if:
 - (i) the proxy is the Chairman of the Meeting; and
 - (ii) the appointment expressly authorises the Chairman to exercise the proxy even though Resolution 9 is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

8. APPROVAL OF 10% PLACEMENT CAPACITY (RESOLUTION 10)

ASX Listing Rule 7.1A provides that an Eligible Entity may seek Shareholder approval at its annual general meeting to allow it to issue Equity Securities up to 10% of its issued capital (10% Placement Capacity).

An Equity Security is a share, a unit in a trust, a right to a share in a trust or option, an option over an issued or unissued security, a convertible security, or any security that ASX decides to classify as an equity security. If Shareholders approve Resolution 10, the number of Equity Securities the Company may issue under the 10% Placement Capacity will be determined in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 (as set out below).

The effect of Resolution 10 if passed, will be to allow the Company to issue Equity Securities up to 10% of the Company's fully paid ordinary securities on issue under the 10% Placement Capacity during the period up to 12 months after the Meeting, without subsequent Shareholder approval and without using the Company's 15% annual placement capacity granted under ASX Listing Rule 7.1.

Resolution 10 is a special resolution. Accordingly, at least 75% of votes cast by Shareholders present and eligible to vote at the AGM must be in favor of Resolution 10 for it to be passed.

ASX Listing Rule 7.1A

ASX Listing Rule 7.1A enables an Eligible Entity to seek shareholder approval at its annual general meeting to issue Equity Securities in addition to those under the Eligible Entity's 15% annual placement capacity.

An **Eligible Entity** is one that, as at the date of the relevant annual general meeting:

- (a) is not included in the S&P/ASX 300 Index; and
- (b) has a maximum market capitalisation (excluding restricted securities and securities quoted on a deferred settlement basis) of \$300,000,000.

The Company is an Eligible Entity as it is not included in the S&P/ASX 300 Index and has a current market capitalisation of approximately \$86.22 million (based on the Company's closing price of Shares of \$0.60 on September 13, 2021).

Any Equity Securities issued must be in the same class as an existing class of quoted Equity Securities. At the date of the AGM, the Company will have one (1) class of quoted Equity Securities on issue, being the Shares (ASX: MIO, TSXV: MMS and OTCQB: MMSDF).

The exact number of Equity Securities that the Company may issue with an approval under ASX Listing Rule 7.1A will be calculated according to the following formula:

$$(A \times D) - E$$

Where:

- A** is the number of Shares on issue 12 months before the date of issue or agreement:
- (i) plus the number of Shares issued in the previous 12 months under an exception in ASX Listing Rule 7.2;
 - (ii) plus the number of partly paid ordinary shares that became fully paid in the previous 12 months;
 - (iii) plus the number of Shares issued in the previous 12 months with approval of Shareholders under ASX Listing Rules 7.1 and 7.4. This does not include an issue of fully paid shares under the Company's 15% placement capacity without Shareholder approval; and

- (iv) less the number of Shares cancelled in the previous 12 months.
- D** is 10%.
- E** is the number of Equity Securities issued or agreed to be issued under ASX Listing Rule 7.1A.2 in the 12 months before the date of issue or agreement to issue that are not issued with the approval of holders of ordinary securities under ASX Listing Rules 7.1 or 7.4.

The effect of Resolution 10 will be to allow the Directors to issue the Equity Securities under Listing Rule 7.1A during the 10% Placement Period without using the Company's 15% placement capacity under Listing Rule 7.1.

Resolution 10 is a special resolution and therefore requires approval of **75% of the votes** cast by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate Shareholder, by a corporate representative).

Specific information required by ASX Listing Rule 7.3A

Pursuant to and in accordance with Listing Rule 7.3A, information is provided in relation to the approval of the 10% Placement Facility as follows:

- (a) the placement period is as referred to as above;
- (b) The Equity Securities will be issued at an issue price of not less than 75% of the VWAP for the Company's Equity Securities over the 15 trading days immediately before:
 - (i) the date on which the price at which the Equity Securities are to be issued is agreed; or
 - (ii) if the Equity Securities are not issued within 10 trading days of the date in paragraph (i) above, the date on which the Equity Securities are issued.
- (c) The Company may seek to issue the Equity Securities for cash consideration. In such circumstances, the Company intends to use the funds raised towards an acquisition of new assets or investments (including expense associated with such acquisition), continued expenditure on the Company's current businesses and/or general working capital.
- (d) If Resolution 10 is approved by Shareholders and the Company issues Equity Securities under the 10% Placement Facility, the existing Shareholders' voting power in the Company will be diluted as shown in the below table. Shareholders may be exposed to economic risk and voting dilution, including the following:
 - (i) the market price for the Company's Equity Securities may be significantly lower on the date of the issue of the Equity Securities than on the date of the Annual General Meeting; and
 - (ii) the Equity Securities may be issued at a price that is at a discount to the market price for the Company's Equity Securities on the issue date, which may have an effect on the amount of funds raised by the issue of the Equity Securities.

The below table shows the dilution of existing Shareholders on the basis of the market price of Shares as at September 13, 2021 (**Current Share Price**) and the current number of ordinary securities for variable "A" calculated in accordance with the formula in Listing Rule 7.1A(2) as at the date of this Notice of Meeting.

The table also shows two examples where the number of ordinary securities the Company has on issue (**Variable A**) has:

- increased by 50% and 100% as against the Current Share Price (the number of ordinary securities on issue may increase as a result of issues of ordinary securities that do not require Shareholder approval (for example, a pro rata entitlements issue or scrip issued under a takeover offer) or future specific placements under Listing Rule 7.1 that are approved at a future Shareholders' meeting); and
- decreased by 50% and increased by 100% as against the Current Share Price.

Variable 'A' in Listing Rule 7.1A.2		Issue Price		
		\$0.30 50% decrease in Current Share Price	\$0.60 Current Share Price	\$1.20 100% increase in Current Share Price
Current Variable A 143,702,735	10% Voting Dilution	14,370,273 Shares		
	Funds raised	\$4,311,082	\$8,622,164	\$17,244,327
50% increase in current Variable A 215,554,102 Shares	10% Voting Dilution	21,555,410 Shares		
	Funds raised	\$6,466,623	\$12,933,246	\$25,866,492
100% increase in current Variable A 287,405,470 Shares	10% Voting Dilution	28,740,547 Shares		
	Funds raised	\$8,622,164	\$17,244,328	\$34,488,656

The table has been prepared on the following assumptions:

- The Company issues the maximum number of Equity Securities available under the 10% Placement Facility.
- No Unlisted Options, Warrants or Convertible Notes issued by the Company are exercised or converted into Shares before the date of the issue of the Equity Securities;
- The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%.
- The table does not show an example of dilution that may be caused to a particular Shareholder by reason of placements under the 10% Placement Facility, based on that Shareholder's holding at the date of the Annual General Meeting.
- The table shows only the effect of issues of Equity Securities under Listing Rule 7.1A, not under the 15% placement capacity under Listing Rule 7.1.
- The Current Share Price is **A\$0.60**, being the closing price of the Shares on ASX on **September 13, 2021**.

- (e) The Company will comply with the disclosure obligations under Listing Rules 7.1A(4) and 3.10.3 or in its application for quotation of the securities upon issue of any Equity Securities.

The Company's allocation policy is dependent on the prevailing market conditions at the time of any proposed issue pursuant to the 10% Placement Facility. The identity of the allottees of Equity Securities will be determined on a case-by-case basis having regard to the factors including but not limited to the following:

- (i) the methods of raising funds that are available to the Company, including but not limited to, rights issue or other issue in which existing security holders can participate;
- (ii) the effect of the issue of the Equity Securities on the control of the Company;
- (iii) the financial situation and solvency of the Company; and
- (iv) advice from corporate, financial and broking advisers (if applicable).

The allottees under the 10% Placement Facility have not been determined as at the date of this Notice of Meeting but may include existing substantial Shareholders and/or new Shareholders who are not related parties or associates of a related party of the Company.

- (f) The Company will only issue and allot the Equity Securities during the 10% Placement Period. The approval under Resolution 11 for the issue of the Equity Securities will cease to be valid in the event that Shareholders approve a transaction under Listing Rule 11.1.2 (a significant change to the nature or scale of activities or Listing Rule 11.2 (disposal of main undertaking).
- (g) A voting exclusion statement is included in the Notice of Meeting. At the date of this Notice of Meeting, the Company has not approached any particular existing Shareholder or security holder or an identifiable class of existing security holder to participate in the issue of the Equity Securities. No existing Shareholder's votes will therefore be excluded under the voting exclusion in this Notice of Meeting.

Equity issues over the last 12 months – ASX Listing Rule 7.3A.6

The table below shows the total number of equity securities issued in the past 12 months preceding the date of the Annual General Meeting and the percentages those issues represent of the total number of equity securities on issue at the commencement of the 12 month period.

Number of equity securities on issue at commencement of 12 month period	125,599,345
Equity securities issued in the prior 12 month period	18,103,390
Percentage of equity issues represent of total number of equity securities on issue at commencement of 12 month period	14.41%

A voting exclusion statement is included in the Notice of Meeting.

Proposed Resolutions

The ordinary resolution, substantially in the form below, must be passed by at least a special majority of **75% of the votes** cast at the Meeting in person or by proxy.

To consider and, if thought fit, pass the following **ordinary resolution** requiring a special majority of 75%:

1. "That, for the purpose of Listing Rule 7.1A, and for all other purposes, approval be given to the issue of equity securities up to 10% of the issued capital of the Company calculated at the time of the issue in accordance with formula prescribed in Listing Rule 7.1A.2 and on the terms and conditions in the Explanatory Statement."

Directors' Recommendation

The Board recommends to Shareholders of the Company that they vote FOR the issue of equity securities up to 10% of the issued capital of the Company calculated at the time of the issue in accordance with formula prescribed in Listing Rule 7.1A.2.

Voting Exclusion Statement:

In accordance with the ASX Listing Rule 14.11, the Company will disregard any votes cast in favour of Resolution 10 by or on behalf of a person who is participating in the issue or an associate of that person or those persons.

However, this does not apply to a vote cast in favour of the Resolution 10 by:

1. a person as a proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
2. the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
3. a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (a) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and

- (b) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

9. APPROVAL OF CAPACITY FOR FUTURE SHARE PLACEMENT(S) (RESOLUTION 11)

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue during any 12 month period any Equity Securities, or other securities with rights to conversion to equity (such as an option or warrant), if the number of those securities exceeds 15% of the number of securities in the same class on issue at the commencement of that 12 month period.

The Company is considering undertaking a placement of Shares to raise future funds for a number of initiatives, including but not limited to: (i) supporting the Company's objective of bringing its hematite resources at Ularring into production; (ii) supporting transport infrastructure working capital requirements for the planned shipment of DSO hematite to be acquired by the Company under a recently announced mine gate sale agreement; (iii) undertaking potential further value engineering works following completion of the current Feasibility Study, if required to support the requirements of financiers and secure optimal financing terms for the Company's Lake Giles Iron Project located in Western Australia; and (iv) for exploration expenditure on any existing assets of the Company, for future assets acquired by the Company, or for general working and other capital purposes.

ASX Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without shareholders approval at the annual general meeting over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that 12 month period. Accordingly, if resolution is passed, the consideration securities will be excluded in calculating the Company's 15% limit and enables the Company to issue Shares within a period of 3 months after the date of the annual general meeting.

Technical information required by ASX Listing Rule 7.1

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to Resolution 11:

- (a) the maximum number of Shares to be issued is 30,000,000 and the maximum number of Options or Warrants to be issued is 30,000,000 (for up to one for one basis);
- (b) the Shares and Options or Warrants will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that issue of the Shares and Warrants will occur on the same date;
- (c) the issue price of the Shares will be not less than 80% of the volume weighted average price for Shares calculated over the 5 days on which sales in the Shares are recorded before the day on which the issue is made or, if there is a prospectus, over the last 5 days on which sales in the securities were recorded before the date the prospectus is signed. The Company will not receive any other consideration for the issue of the Shares;
- (d) as at the date of this Explanatory Statement, the number of any Options and Warrants which may be issued has not been determined, but the issue price of the Options or Warrants are expected to be nil to the extent that they are to be issued as free- attaching to the Shares (but at a maximum of a one-for-one basis);
- (e) the Shares and Options or Warrants will be issued to professional and sophisticated investors who will not be related parties of the Company;
- (f) the Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (g) some of the Shares and Options or Warrants may be used for the purpose of payment to third parties for consulting and arranger fees in respect of the future Placement(s);
- (h) the Company intends to use the funds raised by any Future Placement(s) towards at the Feasibility Study for the Company's Lake Giles Iron Project located in Western Australia, or for exploration expenditure on any existing assets of the Company, or for future assets acquired by the Company, and for general working and other capital purposes.

A voting exclusion statement is included in the Notice of Meeting.

Proposed Resolution

The ordinary resolution, substantially in the form below, must be passed by at least a majority of the votes cast at the Meeting in person or by proxy.

To consider and, if thought fit, pass the following **ordinary resolution**, with or without amendment:

1. “That, for the purpose of Listing Rule 7.1 and for all other purposes, approval is given to the Company to issue up to 30,000,000 Shares and up to 30,000,000 Options or Warrants, on the terms and conditions set out in the Explanatory Statement.”

Directors’ Recommendation

The Board recommends to Shareholders of the Company that they vote FOR the issue up to 30,000,000 Shares and up to 30,000,000 Options or Warrants for the purpose of Listing Rule 7.1 and for all other purposes.

Voting Exclusion Statement:

In accordance with the ASX Listing Rule 14.11, the Company will disregard any votes cast in favour of Resolution 11 by or on behalf of a person who is participating in the issue or an associate of that person or those persons.

However, this does not apply to a vote cast in favour of the Resolution 11 by:

1. a person as a proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
2. the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
3. a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (a) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - (b) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

10. POTENTIAL KEY EXECUTIVE TERMINATION BENEFITS (RESOLUTION 12)

Approval of Termination Benefits for Executives

Certain regulatory requirements (including but not limited to Part 2 D.2 of the Corporations Act 2001 (Cth)) restrict the benefits that can be given without shareholder approval to individuals who hold (or held in the previous three years) a managerial or executive office on leaving employment with the Company or its related bodies corporates (the **Group**). The Group’s policy in relation to termination benefits and entitlements is to treat ceasing employees fairly having regard to applicable laws and market practice, while balancing this with the need to avoid excessive termination payouts. Approval is being sought so that the Company can continue to give effect to this policy, while complying with the Corporations Act. The Company is seeking approval for a three-year period which would have effect until the conclusion of the 2024 AGM.

Who is approval being sought for?

Approval is sought for any current or future employees of the Group who: (a) are or become members of the Company’s key management personnel (**KMP**); and (b) otherwise hold a managerial or executive office in the Company or a related body corporate (i.e. who serve as KMPs of subsidiaries), at the time of their termination or at any time in the three years prior to their termination (**Relevant Executives**). This approval does not cover non-executive directors, who are not entitled to receive any termination payments in connection with their retirement from the Board. Potential benefits upon termination for non-executive directors are ordinarily limited to unpaid fees and entitlements and other non-material incidental benefits.

Why is the Company seeking this approval?

The Company is seeking approval to preserve the flexibility of the Board to implement Macarthur's remuneration policy and framework (as set out in the Remuneration Report) in support of the Company's strategy. In particular, this approval will enable the Board to: (a) deliver Relevant Executives the benefits to which they are contractually entitled; (b) attract and retain future executives on market competitive terms; and (c) ensure Relevant Executives are treated fairly on cessation of employment, having regard to their contribution to Macarthur and the circumstances in which they are ceasing employment.

In setting its remuneration policy and framework, and exercising specific discretions within the framework, the Board takes into account a range of factors, including the expectations of shareholders and other stakeholders, prevailing market practice and corporate governance standards, and the desire to appropriately reward and recognise an individual executive's contribution to Macarthur.

Shareholders are not being asked to approve any increase or changes to the existing remuneration arrangements and entitlements of the KMPs described in the Remuneration Report. If approval is given, this does not guarantee that a Relevant Executive will receive the termination benefits described below but preserves the discretion of the Board to determine the most appropriate termination package within the parameters of the approval and the requirements under relevant securities legislation, including but not limited to the Corporations Act 2001 (Cth). If shareholder approval is obtained, the value of the approved benefits will be disregarded when calculating the Relevant Executives' termination benefits cap for the purposes of subsections 200F(2)(b) or 200G(1)(c) of the Corporations Act.

What are the benefits or entitlements for which approval is being sought?

The Company is seeking shareholder approval to provide benefits or entitlements to Relevant Executives, including to: (a) pay amounts under employment or consulting agreements with private companies controlled by Relevant Executives (such as payments in lieu of notice); (b) accommodate the full range of leaver treatments provided for under the terms of incentive awards for Relevant Executives, some of which involve the exercise of discretion by the Board; (c) pay any death and disablement benefits to which a Relevant Executive is contractually entitled upon cessation of their employment; and (d) pay additional amounts, including amounts payable under applicable policy, laws or regulation and incidental benefits.

Summary of Macarthur's leaving entitlements

To enable shareholders to meaningfully assess whether to approve this resolution, the summary below outlines the key categories of potential termination benefits that may become payable to Relevant Executives and the types of circumstances in which they may arise. The summary is not intended to provide an exhaustive list of every benefit that could become payable to Relevant Executives in every potential termination scenario. Part of the reason Macarthur is seeking shareholder approval is to preserve a degree of flexibility for the Board to tailor the termination arrangements for Relevant Executives having regard to the circumstances of the Relevant Executive's cessation of employment and within the parameters imposed by: (a) Macarthur's remuneration policy, as described in the Remuneration Report; (b) the Relevant Executive's employment or consultancy agreement; (c) the terms of any equity awards or performance incentive awards granted to the Relevant Executive under Macarthur's incentive plans; and (d) prevailing laws, regulations, market practice and governance expectations at the time the Relevant Executive ceases employment.

Agreement or Plan	Treatment on cessation of employment
Consultancy Agreement (Executives)	<p>The Company has written consultancy agreements with private companies controlled by Relevant Executives. Some of the contracts provide for the payment and provision of other benefits triggered by a termination without cause. None of the contracts provide for the payment and provision of other benefits triggered as a direct consequence of a change of control. Each of these agreements has the provision for the grant of discretionary performance-related cash bonuses, other benefits and participation in Company's share-based compensation plans.</p> <p>Consultancy agreements for Relevant Executives generally provide for notice periods of between 3 to 6 months.</p> <p>Under the consultancy agreements, if the services are terminated by the Company: (i) without cause; or (ii) constructively following a change in control of the Company that results in a change in or diminution of the role of the Executive (Termination), then the Company will pay an amount equal to the consultancy fee that would have been payable under the consultancy agreement which is the greater of: (i) the unexpired Term of the consultancy agreement; or (ii) twelve (12) months, plus all other moneys and expenses</p>

	<p>owing to the consultant under the consultancy agreement up to the applicable termination date (but in any case an amount not exceeding the maximum amount allowable at law and which is in compliance with the requirements set out in the applicable listing rules of the TSXV and ASX).</p> <p>Relevant Executives engaged under consultancy agreements are generally not eligible for any contractual payments (including payments in lieu of notice), aside from fees, remuneration or compensation which has accrued and is unpaid up to the date of termination where the consultancy agreement is terminated for cause.</p>
Employment Agreement	<p>Employment agreements applicable to Relevant Executives generally provide for notice periods of between 4 weeks and allow for payments in lieu of notice to be paid by the Group. Payments in lieu of notice are calculated by reference to the executive's fixed remuneration (including superannuation).</p> <p>Relevant Executives employed are under employment agreements are generally not eligible for any contractual payments (including payments in lieu of notice), aside from statutory entitlements, where their employment is terminated for cause.</p>
Incentive Plans	<p>In general, incentive awards made to Relevant Executives under the Company's incentive plans provide for more favourable cessation treatment in 'good leaver' scenarios. 'Good leavers' typically include those who cease employment due to death, retirement, redundancy, incapacity or other appropriate circumstances at the Board's discretion (and which could include circumstances such as termination by mutual agreement or termination other than for cause).</p> <p>Under consultancy agreements between the Company and private companies controlled by Relevant Executives, the Company and the consultant will, acting promptly and in good faith, ensure that all unexercised performance rights comprising unpaid share based compensation that is due and owing to the consultant (or its nominated person or entity) are dealt with on termination on a basis which is reasonable and consistent with the position of the consultant and the Relevant Executive in the Company, and having regard to normal industry practice.</p> <p>If a takeover event occurs (ie., when any person acquires more than fifty percent (50%) of the Shares in the Company pursuant to a takeover bid conducted in accordance with Chapter 6 of the Corporations Act 2001 (Cth)), then:</p> <p>(a) All vested options, warrants and restricted share units issued to the consultant (or its nominated person or entity) will remain with the consultant (or its nominated person or entity); and</p> <p>(b) All un-vested options, warrants and restricted share units granted to the consultant (or its nominated person or entity) prior to the occurrence of the takeover event will vest in accordance with the terms of the Consultant Share Compensation Plan and in addition, any such un-vested options, warrants and restricted share units with an out-of-the money strike price shall have their strike price reduced to be at least 20% in the money (i.e., the value of the un-vested options, warrants and restricted share units shall be increased by ensuring the options, warrants or restricted share units (as applicable) vest at 20% below the lesser of the applicable takeover price or the 5 day VWAP as at the date upon which the takeover bid was announced to the market) subject to any required approval by an applicable recognised securities exchange. Further, under the Omnibus Incentive Plan (it approved under Resolution 9 at this AGM, all unvested Performance Awards shall similarly vest, and where the Performance Awards have a performance goal or performance hurdle attached to them, then the Board acting reasonably (and subject to the requirements of any applicable securities exchange) will waive any performance goals or hurdles and determine that all such Performance Awards will become vested on a pro-rata basis, having regard to: (i) the number of days elapsed from the time of issue and the time of which vesting may otherwise have occurred; or (ii) the extent to which the likelihood that those conditions would have been satisfied can be reasonably estimated.</p>
Payments under applicable policies, laws, regulation or market practice	<p>Other benefits may be payable upon cessation in accordance with applicable policies, law, regulation or market practice. This would include any accrued leave, insurance and superannuation entitlements. Most of these benefits would not generally be considered 'termination benefits' for the purposes of any applicable corporations or securities legislation regulating the Company and its activities, and no shareholder approval would normally be required to make these payments. However, to the extent that any of these benefits would constitute a termination payment requiring approval of shareholders at law, the approval sought will operate to allow for the provision of the benefit to Relevant Executives on cessation of employment.</p>

Incidental Benefits	Circumstances may arise where it will be appropriate for the Company to make small incidental payments to a Relevant Executive, such as allowing the Relevant Executive to retain certain property following termination (such as phones or other electronic devices) or making retirement gifts to recognise the contribution they made to the Group. Approval is sought to grant such benefits provided they are reasonable and not significant in the circumstances.
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It can be reasonably anticipated that aspects of relevant consultancy agreements, employment agreements, incentive arrangements and the Company's policies will be amended from time to time in line with market practice and changing governance standards (including replacing existing equity plans or using a different form of equity). It is intended that this approval will remain valid for as long as these agreements, arrangements and policies provide for a treatment on cessation of employment consistent with the treatment outlined above. Any changes impacting KMP will be disclosed in the Company's Remuneration Report.

The amount and value of the termination benefits and entitlements that may be provided cannot be ascertained in advance as they will depend on a number of factors that will, or are likely to, affect that value, including:

- the circumstances in which the Relevant Executive ceases employment and the extent to which they served the applicable notice period;
- the Relevant Executive's base salary at the time they cease employment;
- the Relevant Executive's length of service with the Group and the portion of any relevant performance or vesting periods that have expired at the time they cease employment;
- the number of unvested Performance Awards held by the Relevant Executive prior to cessation of employment and the number that the Board determines to vest, lapse or leave on foot;
- the Company's share price when the value of any equity entitlements are determined and the terms of those entitlements;
- any other factors that the Board determines to be relevant when exercising a discretion (such as its assessment of the individual's performance up to the cessation date); and
- any changes in laws, regulation or market practice between the date that the Company or the relevant body corporate enters into a consultancy or employment agreement with the Relevant Executive and the date they cease employment.

Approval is sought for a three-year period

If approval is obtained, it will be effective for a period of three years from the date the resolution is passed. This means that the approval will be effective: (a) if the Board (or its delegates) exercise the discretions outlined above upon cessation of employment; and/or (b) if the Relevant Executive ceases employment with the Group, during the period beginning at the conclusion of the Company's 2021 AGM and expiring at the conclusion of the Company's 2024 AGM. If considered appropriate, the Board will seek a new approval from shareholders at the Company's 2024 AGM.

A voting exclusion statement is included in the Notice of Meeting.

Proposed Resolution

The ordinary resolution, substantially in the form below, must be passed by at least a majority of the votes cast at the Meeting in person or by proxy.

To consider and, if thought fit, pass the following **ordinary resolution of disinterested shareholders**, with or without amendment:

1. "That, for a period commencing from the date this Resolution is passed and ending upon the expiry of all Securities issued or to be issued under the Macarthur Minerals Limited Share Compensation Plans, approval be given for all purposes including Part 2D.2 of the Corporations Act for the giving of benefits to any current or future person holding a managerial or executive office of the Company or a related body

corporate (as defined in section 200AA of the Corporations Act 2001 (Cth)) in connection with that person ceasing to hold such office, on the terms and conditions set out in the Explanatory Statement.”

Director's Recommendation

The Non-Executive Directors recommend that shareholders vote **FOR** of the approval of termination benefits to Relevant Executives.

Voting Exclusion Statement:

In accordance with the ASX Listing Rule 14.11, the Company will disregard any votes cast in favour of Resolution 12 by or on behalf of a person who is entitled to receive termination benefits which are the subject of the resolution or an associate of that person or those persons.

However, this does not apply to a vote cast in favour of the Resolution 12 by:

1. a person as a proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
2. the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
3. a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (a) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - (b) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.
4. In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote on Resolution 12 if:
 - (a) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and
 - (b) the appointment does not specify the way the proxy is to vote on this Resolution. However, the above prohibition does not apply if:
 - (i) the proxy is the Chairman of the Meeting; and
 - (ii) the appointment expressly authorises the Chairman to exercise the proxy even though Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

Schedule “A”

Change of Auditor Notice

Macarthur Minerals Limited (“Macarthur” or the “Company”) hereby gives notice, pursuant to Section 4.11 of National instrument 51-102 *Continuous Disclosure Obligations* (“NI 51-102”) and Section 328B of the Corporations Act, as follows:

1. Macarthur currently engages Davidson & Company LLP Chartered Accountants (“Davidson”) and Nexia Brisbane Audit Pty Ltd (“Nexia”) as its auditors. At the request of the Company, Davidson and Nexia to resign as auditors of the Company effective as of the date of the Annual General Meeting, October 27, 2021.
2. The Company received a valid notice of nomination of auditor that nominated RSM Australia Partners (“RSM”) to be appointed as the auditor of the Company.
3. RSM has provided the Company with its written consent to act, subject to shareholders’ approval being granted, as the Company’s auditor in accordance with s328A(1) of the Act.
4. The resignation of Davidson and Nexia, and the appointment of RSM were considered and approved by the Audit and Risk Committee and the Board of Directors of the Company.
5. There have been no modified opinions expressed in the auditors’ reports on the financial statements of the Company for the relevant period during which Davidson & Company LLP Chartered Accountants and Nexia Brisbane Audit Pty Ltd were the Company’s auditors; and
6. There are no reportable events, including disagreements, consultation or unresolved issues (as such terms are defined in Section 4.11 (1) of NI 51-102).

Dated the September 28, 2021



Cameron McCall
Chairman

21 September 2021

The Board of Directors
Macarthur Minerals Limited
G03, 555 Coronation Drive
Toowong QLD 4066
Australia

Dear Sirs

Re: Nomination of RSM Australia Partners as Auditor of Macarthur Minerals Limited

Pursuant to section 328B of the Corporations Act 2001, First Apollo Capital Limited, being a shareholder of Macarthur Minerals Limited ACN 103 011 436 hereby nominate RSM Australia Partners, Level 6/340 Adelaide St, Brisbane City QLD 4000 for appointment as Auditor of the Company at the Annual General Meeting of the Company to be held on or about 27 October 2021.

Yours faithfully



Alan Joseph Phillips

Director

Macarthur Minerals Limited

ABN 93 103 011 436

Head Office Brisbane:

G03, 555 Coronation Drive, Toowong, QLD 4066, Australia

Postal address: PO Box 1148, Milton, QLD 4064, Australia

T +617 3221 1796 | www.macarthurminerals.com

RSM Australia Partners

Level 6, 340 Adelaide Street Brisbane QLD 4000
GPO Box 1108 Brisbane QLD 4001

T +61(0) 7 3225 7800
F +61(0) 7 3225 7880

www.rsm.com.au

28 September 2021

British Columbia Securities Commission
Ontario Securities Commission
Australian Securities and Investments
Commission

Dear Sir

Re: Macarthur Minerals Limited (the “Company”)

Notice Pursuant to National Instrument 51-102 – Change of Auditor

We have read the Notice of Macarthur Minerals Limited dated 28 September 2021 and are in agreement with the statements contained in such Notice.

Yours sincerely



Albert Loots

Partner



RSM Australia Partners

Schedule "B"
Omnibus Incentive Plan

Macarthur Minerals Limited Omnibus Incentive Plan

Macarthur Minerals Limited, a corporation incorporated under the laws of Australia (the “**Company**”), hereby establishes and adopts the following Omnibus Incentive Plan (the “**Omnibus Plan**”) with effect on the date of approval by its shareholders at the Annual General Meeting held on 27 October 2021.

1. PURPOSE OF THE OMNIBUS PLAN

1.1 Purpose

The purpose of the Omnibus Plan is to assist the Company and its Affiliates in attracting and retaining individuals to serve as employees, directors, consultants or advisors who are expected to contribute to the Company’s success and to achieve long-term objectives that will benefit the shareholders of the Company through the additional incentives inherent in the Awards hereunder.

1.2 Participation in the Omnibus Plan

- a) The Company makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting any Participant resulting from the grant of an Award, the exercise of any Award, or transactions in the Shares or otherwise in respect of participation under the Omnibus Plan. Neither the Company, nor any of its directors, officers, employees, shareholders or agents shall be liable for anything done or omitted to be done by such Person or any other Person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares hereunder, or in any other manner related to the Omnibus Plan. The Company and its Subsidiaries do not assume and shall not have responsibility for the income or other tax consequences resulting to any Participant and each Participant is advised to consult with his or her own tax advisors.
- b) Participants (and their legal representatives) shall have no legal or equitable right, claim, or interest in any specific property or asset of the Company or any of its Subsidiaries. No asset of the Company or any of its Subsidiaries shall be held in any way as collateral security for the fulfillment of the obligations of the Company or any of its Subsidiaries under this Omnibus Plan. Unless otherwise determined by the Committee, this Omnibus Plan shall be unfunded. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under this Omnibus Plan, such rights (unless otherwise determined by the Committee) shall be no greater than the rights of an unsecured creditor of the Company.
- c) For Awards to be granted to Employees, Directors or Consultants, the Company and the Participant must each represent that the Participant is a bona fide Employee, Director or Consultant, as the case may be.

2. DEFINITIONS

2.1 Definitions

Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

- a) “**Affiliate**” shall have the meaning ascribed to such term in NI 45-106.
- b) “**ASX**” means ASX Limited.
- c) “**Award**” shall mean any Restricted Share Unit Award, Restricted Share Award, Deferred Share Unit Award, Other Share-Based Award, Performance Award (including, for greater certainty, Awards of Performance Cash, Performance Shares or Performance Units) or any other right, interest or option relating to Shares or other property (including cash) granted pursuant to the provisions of the Omnibus Plan.
- d) “**Award Agreement**” shall mean any agreement, contract, certificate or other instrument or document evidencing any Award hereunder, whether in writing or through an electronic medium, as amended.
- e) “**Black-Out Period**” shall mean a period of time when pursuant to any policies of the Company (including the Company’s insider trading policy, if any), any securities of the Company may not be traded by certain Persons designated by the Company.

- f) **"Board"** shall mean the board of directors of the Company.
- g) **"Cause"** shall have the meaning set forth in the Award Agreement or other arrangement between a Participant and the Company, and if no such other definition shall exist, then "Cause" shall mean a Participant's:
 - i. repeated failure to satisfactorily perform his or her job duties, including but not limited to Participant's refusal or failure to follow lawful and reasonable directions of the supervisor to whom Participant reports;
 - ii. commission of an act that materially injures the business of the Company or an Affiliate;
 - iii. commission of an act constituting dishonesty, fraud, or immoral or disreputable conduct;
 - iv. conviction of a felony, or conviction of any crime involving moral turpitude;
 - v. engaging or in any manner participating in any activity which is directly competitive with or injurious to the Company or an Affiliate, or which violates any material provisions of any written employment or similar agreement with the Company or an Affiliate;
 - vi. use or intentional appropriation for Participant's personal use or benefit of any funds, information or properties of the Company or an Affiliate not authorized by the Company to be so used or appropriated;
 - vii. other conduct which may constitute cause for dismissal of employment pursuant to common law;
 - viii. in the case of a Participant who is a Director, failure to continue to meet the qualifications for acting as a director as set forth in the Corporations Act;
 - ix. removal as a Director by a resolution passed by the shareholders of the Company pursuant to the Corporations Act; or
 - x. removal as a Director by order of the British Columbia Registrar of Companies, British Columbia Securities Commission, the Australian Securities and Investments Commission, Exchange or any other regulatory body having jurisdiction to so order.

The determination that the termination is for Cause shall be made by the Board in its sole discretion. Notwithstanding the foregoing, neither this provision nor any other provision of the Omnibus Plan is intended to, and they shall not be interpreted in a manner that limits or restricts a Participant from exercising any legally protected whistleblower rights.

- h) **"Change of Control"** shall have the meaning set out in Section 10.3.
- i) **"Committee"** shall mean the Board or a subcommittee thereof formed by the Board to act as the Committee hereunder.
- j) **"Company"** means Macarthur Minerals Limited ACN 103 011 436 and includes any successor company thereto.
- k) **"Consultant"** shall mean an individual or Consultant Company, other than an Employee or a Director, that:
 - i. is engaged to provide on an ongoing bona fide basis consulting, technical, management or other services to the Company or to an Affiliate of the Company, other than services provided in relation to a distribution,
 - ii. provides the services under a written contract between the Company or the Affiliate and the individual or a Consultant Company,
 - iii. in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate of the Company, and
 - iv. has a relationship with the Company or an Affiliate of the Company that enables the individual to be knowledgeable about the business and affairs of the Company.
- l) **"Consultant Company"** shall mean, for an individual consultant, a company of which the individual consultant is an employee or shareholder.
- m) **"Corporations Act"** means the Business Corporations Act (British Columbia) or the Corporations Act 2001 (Cth), as the context requires.
- n) **"Deferred Share Units"** means an Award that is valued by reference to a Share, which value may be paid to the Participant in Shares or cash as determined by the Committee in its sole discretion upon the satisfaction of vesting restrictions as the Committee may

establish (essentially Restricted Share Units with deferred delivery), which restrictions may lapse separately or in combination at such time or times, in installments or otherwise, as the Committee may deem appropriate, all as set out in the applicable Award Agreement.

- o) **"Director"** shall mean an executive director of the Company or an Affiliate of the Company.
- p) **"Disinterested Shareholder Approval"** shall mean approval by a majority of the votes cast with respect to such approval by the Company's shareholders at a duly constituted shareholders' meeting, excluding votes required to be excluded in respect of the subject matter of such approval pursuant to applicable laws or Exchange Rules.
- q) **"Effective Date"** means the effective date of this Omnibus Plan as set out in Section 12.12.
- r) **"Eligible Person"** shall mean a Person who is a Director, Employee or Consultant.
- s) **"Employee"** shall mean:
 - i. an individual who is considered an employee of the Company or an Affiliate of the Company under the Income Tax Act (Canada), for the purposes of (or by virtue of the application of) the Income Tax Assessment Act 1997 (Cth), or other tax laws the tax jurisdiction applicable to the relevant Participant,
 - ii. an individual who works full-time for the Company or an Affiliate of the Company providing services normally provided by an employee and who is subject to the same control and direction by the Company or such Affiliate over the details and methods of work, as an employee of the Company or such Affiliate, but for whom income tax deductions are not made at source, or
 - iii. an individual who works for the Company or an Affiliate of the Company on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company or such Affiliate over the details and methods of work as an employee of the Company or such Affiliate, but for whom income tax deductions are not made at source.
- t) **"Exchange"** shall mean such securities exchanges or other organized markets on which the Shares are listed or quoted for trading from time to time, being the TSXV and ASX as at the date hereof.
- u) **"Exchange Rules"** shall mean the rules and policies of the Exchange, as amended from time to time.
- v) **"Fair Market Value"** shall mean, with respect to Shares as of any date,
 - i. the closing price of the Shares as reported on the applicable Exchange on such date denominated in Canadian dollars or Australian dollars (as applicable and having regard to the relevant Exchange upon which the Shares are to be listed pursuant to the terms of the Performance Award) or, if there is no closing price on that date, then on the last preceding date on which such a closing price was reported;
 - ii. if the Shares are not listed on any Canadian, Australian or U.S. national securities exchange but are quoted in an inter-dealer quotation system on a last sale basis, the final sale price of the Shares reported on the inter-dealer quotation system for such date, or, if there is no such sale on such date, then on the last preceding date on which a sale was reported; or
 - iii. if the Shares are neither listed on a Canadian, Australian or U.S. national securities exchange nor quoted on an inter-dealer quotation system on a last sale basis, the amount determined by the Committee to be the fair market value of the Shares as determined by the Committee in its sole discretion in Canadian dollars or Australian dollars as applicable.

The Fair Market Value of any property other than Shares shall mean the market value of such property determined by such methods or procedures as shall be established from time to time by the Committee.

- w) **"Incumbent Board"** shall have the meaning set out in Section 10.3(a)(iv).
- x) **"Insider"** shall have the meaning ascribed to such term in the Securities Act.

- y) **"Investor Relations Activities"** shall have the meaning ascribed to such term in the Securities Act.
- z) **"Management Company Employee"** shall mean an individual employed by a Person providing management services to the Company, which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a Person providing Investor Relations Activities to the Company.
- aa) **"NI 45-106"** shall mean National Instrument 45-106 Prospectus Exemptions of the Canadian Securities Administrators, as the same may be amended or replaced from time to time.
- bb) **"Other Share-Based Awards"** shall have meaning set out in Section 7.1.
- cc) **"Participant"** shall mean a bona fide Employee, Director or Consultant who is selected by the Committee to receive an Award under the Omnibus Plan.
- dd) **"Performance Award"** shall mean any Award of Performance Cash, Performance Shares, or Performance Units granted pursuant to Article 8.
- ee) **"Performance Cash"** shall mean any cash incentives granted pursuant to Article 8 payable to the Participant upon the achievement of such performance goals as the Committee shall establish, as set out in the applicable Award Agreement and may be specified by the Committee in Canadian dollars or Australian dollars as applicable.
- ff) **"Performance Period"** shall mean the period established by the Committee during which any performance goals specified by the Committee with respect to a Performance Award are to be measured, as set out in the applicable Award Agreement.
- gg) **"Performance Share"** shall mean any grant pursuant to Article 8 of a unit valued by reference to a designated number of Shares, which value may be paid to the Participant upon achievement of such performance goals as the Committee shall establish, as set out in the applicable Award Agreement.
- hh) **"Performance Unit"** shall mean any grant pursuant to Article 8 of a unit valued by reference to a designated amount of cash or property other than Shares, which value may be paid to the Participant upon achievement of such performance goals during the Performance Period as the Committee shall establish, as set out in the applicable Award Agreement.
- ii) **"Permitted Assignee"** shall have the meaning set out in Section 11.4.
- jj) **"Person"** shall mean any individual, firm, partnership, limited partnership, limited liability company or partnership, unlimited liability company, association, trust, trustee, executor, administrator, legal or personal representative, government, governmental body, entity or authority, group, body corporate, corporation, unincorporated organization or association or any other entity, whether or not having legal personality, and any of the foregoing in any derivative, representative or fiduciary capacity and pronouns have a similar extended meaning;
- kk) **"Restricted Share Award"** shall have the meaning set out in Section 6.1.
- ll) **"Restricted Share Unit"** means an Award that is valued by reference to a Share, which value may be paid to the Participant in Shares or cash as determined by the Committee in its sole discretion upon the satisfaction of vesting restrictions as the Committee may establish, which restrictions may lapse separately or in combination at such time or times, in installments or otherwise, as the Committee may deem appropriate, all as set out in the applicable Award Agreement.
- mm) **"SEC"** shall mean the Securities and Exchange Commission.
- nn) **"Securities Act"** means the Securities Act of 1933, as amended.
- oo) **"Shares"** shall mean the common shares of the Company.
- pp) **"Subsidiary"** shall mean any corporation which is a subsidiary, as such term is defined in Subsection 1(1) of the Securities Act.
- qq) **"Substitute Awards"** shall mean Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a company acquired by the Company or any Affiliate or with which the Company or any Affiliate combines.
- rr) **"Tax Act"** means the Income Tax Act (Canada), or the Income Tax Assessment Act 1997 (Cth) (as applicable) and the regulations thereunder, as amended from time to time.
- ss) **"Termination Date"** means:
 - i. in the event of a Participant's resignation, the date on which such Participant ceases to be an Employee, Director or Consultant of the Company or an Affiliate and
 - ii. in the event of the termination of the Participant's employment, or position as Director or Consultant the effective date of the termination as specified in the notice

of termination provided to the Participant by the Company or an Affiliate, as the case may be.

- tt) **"TSXV"** means the TSX Venture Exchange.
- uu) **"U.S. Exchange Act"** shall mean the United States Securities Exchange Act of 1934, as amended.
- vv) **"U.S. Participant"** means a Participant who is a resident of the United States and is otherwise subject to the U.S. Tax Code.
- ww) **"U.S. Securities Act"** shall mean the United States Securities Act, R.S.B.C. 1996, c.418, as amended, as at the date hereof;
- xx) **"U.S. Tax Code"** shall mean the Internal Revenue Code of 1986, as amended from time to time.
- yy) **"Vesting Period"** shall mean the period of time specified by the Committee during which vesting restrictions for an Award are applicable, as set out in the applicable Award Agreement.

2.2 Interpretation

- a) Whenever the Committee is to exercise discretion or authority in the administration of the terms and conditions of this Omnibus Plan, the term "discretion" or "authority" means the sole and absolute discretion of the Committee.
- b) The provision of a table of contents, the division of this Omnibus Plan into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Omnibus Plan.
- c) In this Omnibus Plan, words importing the singular shall include the plural, and vice versa and words importing any gender include any other gender.
- d) The words "including", "includes" and "include" and any derivatives of such words mean "including (or includes or include) without limitation". As used herein, the expressions "Article", "Section" and other subdivision followed by a number, mean and refer to the specified Article, Section or other subdivision of this Omnibus Plan, respectively.
- e) Unless otherwise specified in the Award Agreement, all references to money amounts are to Canadian currency or the Australian currency, as the context for a particular Performance Award requires.
- f) For purposes of this Omnibus Plan, the legal representatives of a Participant shall only include the administrator, the executor or the liquidator of the Participant's estate or will.
- g) If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Omnibus Plan, then the first day of the period is not counted, but the day of its expiry is counted.

3. SHARES SUBJECT TO THE PLAN

3.1 Number of Shares

- a) The maximum number of Shares which may be reserved for issuance under this Omnibus Plan at any time shall be 10,000,000 Shares, subject to adjustment as provided in Section 11.3. Additionally, the Company shall not, subject to approval by Disinterested Shareholders or other requirements of applicable Exchange Rules:
 - i. grant Awards:
 - A. to any one Person in any 12-month period which could, when exercised, result in the issuance of Shares to such Person exceeding 5% of the issued and outstanding Shares of the Company granted under the Omnibus Plan and the Company's other share-based compensation plans, unless the Company has obtained the requisite Disinterested Shareholder Approval to the grant;
 - B. to any one Consultant in any 12-month period which could, when exercised, result in the issuance of Shares to such Person exceeding 2% of the issued and outstanding Shares of the Company granted under the Omnibus Plan and the Company's other share-based compensation plans; or
 - C. in any 12-month period, to Persons who are insiders which could, when exercised, result in the issuance of Shares to such Persons exceeding 10% of the issued and outstanding Shares of the Company granted under the Omnibus Plan and the Company's other share-based compensation plans,

unless the Company has obtained the requisite Disinterested Shareholder Approval to the grant.

- b) The maximum number of Shares which may be reserved for issuance to insiders under this Omnibus Plan and any other equity compensation plan, including the Company's option plan, shall be 10% of the issued and outstanding Shares of the Company, unless the Company has obtained the requisite Disinterested Shareholder Approval to the grant.
- c) The limitations set out in Section 3.1(a) only apply to Awards which can be settled in Shares and not Awards which may be settled in cash only.
- d) If any Award expires or otherwise terminates for any reason without having been exercised in full, the number of Shares in respect of which Award expires or is terminated shall be added back to the Omnibus Plan and again be available for future grant, whereas the number of Shares underlying any grant of Awards that are issued upon exercise shall not be available for future grants.
- e) Awards may not be granted unless and until the Awards have been allocated to specific Persons, and then, once allocated, a minimum Fair Market Value can be established.
- f) No Award that can be settled in Shares issued from treasury may be granted if such grant would have the effect of causing the total number of Shares subject to such Award to exceed the above-noted total number of Shares reserved for issuance pursuant to the settlement of all Awards.
- g) Awards will not be issued under the Omnibus Plan to any investor relations service providers.

3.2 Character of Shares

Any Shares issued hereunder may consist, in whole or in part, of authorized and unissued shares, treasury shares or shares purchased in the open market or otherwise.

4. ADMINISTRATION

4.1 Administration

- a) The Omnibus Plan shall be administered by the Committee. The Committee shall have full power and authority, subject to the provisions of the Omnibus Plan and subject to such orders or resolutions not inconsistent with the provisions of the Omnibus Plan as may from time to time be adopted by the Board, to:
 - i. select the Employees, Directors and Consultants to whom Awards may from time to time be granted hereunder;
 - ii. determine the type or types of Awards to be granted to each Participant hereunder;
 - iii. determine the number of Shares (or dollar value) to be covered by each Award granted hereunder;
 - iv. determine the terms and conditions, not inconsistent with the provisions of the Omnibus Plan, of any Award granted hereunder;
 - v. determine whether, to what extent and under what circumstances Awards may be settled in cash, Shares or other property;
 - vi. determine whether, to what extent, and under what circumstances cash, Shares, other property and other amounts payable with respect to an Award made under the Omnibus Plan shall be deferred either automatically or at the election of the Participant;
 - vii. determine whether, to what extent and under what circumstances any Award shall be canceled or suspended, or vesting terms or other restrictions waived or accelerated;
 - viii. interpret and administer the Omnibus Plan and any instrument or agreement entered into under or in connection with the Omnibus Plan, including any Award Agreement;
 - ix. correct any defect, supply any omission or reconcile any inconsistency in the Omnibus Plan or any Award in the manner and to the extent that the Committee shall deem desirable to carry it into effect;
 - x. establish such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Omnibus Plan;
 - xi. amend the terms of any Award Agreement, subject to and in accordance with Section 11.2; and
 - xii. make any other determination and take any other action that the Committee deems

necessary or desirable for the administration of the Omnibus Plan.

- b) Decisions of the Committee shall be final, conclusive and binding on all persons or entities, including the Company, any Participant, and any Affiliate. A majority of the members of the Committee may determine its actions, including fixing the time and place of its meetings. Notwithstanding the foregoing, any action or determination by the Committee specifically affecting or relating to an Award to a Director shall require the prior approval of the full Board.
- c) To the extent not inconsistent with applicable law or the Exchange Rules, the Committee may authorize one or more executive officers to do one or more of the following with respect to Employees who are not directors or executive officers of the Company:
 - i. designate Employees to be recipients of Awards;
 - ii. determine the number of Shares subject to such Awards to be received by such Employees; and
 - iii. cancel or suspend Awards to such Employees,

provided that any resolution of the Committee authorizing such officer(s) must specify the total number of Shares subject to Awards that such officer(s) may so award and the Committee may not authorize any officer to designate himself or herself as the recipient of an Award.

5. DEFERRED SHARE UNITS

5.1 Grants

Awards of Deferred Share Units may be granted hereunder to Participants either alone or in addition to other Awards granted under the Omnibus Plan (a “**Deferred Share Unit Award**” respectively), and such Deferred Share Unit Awards shall also be available as a form of payment of Performance Awards and other earned cash-based incentive compensation. The Committee has absolute discretion to determine whether any consideration (other than services) is to be received by the Company or any Affiliate as a condition precedent to the grant of Deferred Share Units, subject to such minimum consideration as may be required by applicable law and the Exchange Rules. The Award Agreement shall specify the Vesting Period for the Deferred Share Units, and the granting of any Deferred Share Unit must be unanimously approved by the Board of the Company.

5.2 Award Agreements

The terms of any Deferred Share Unit Award granted under the Omnibus Plan shall be set forth in an Award Agreement which shall contain provisions determined by the Committee and not inconsistent with the Omnibus Plan. The terms of Deferred Share Unit Awards need not be the same with respect to each Participant.

5.3 Rights of Holders of Deferred Share Units

Unless otherwise provided in the Award Agreement, the Deferred Share Unit Award evidences the right for such Participant to receive an Award (or cash payment equal to the Fair Market Price of the Share) upon satisfaction of vesting conditions, retirement, termination or death. A Participant who holds a Deferred Share Unit Award shall only have those rights specifically provided for in the Award Agreement; provided, however, in no event shall the Participant have voting rights with respect to such Award until the actual Shares are issued. Any Shares or any other property distributed as a dividend or otherwise with respect to any Deferred Share Unit Award as to which the vesting conditions have not yet lapsed shall be subject to the same restrictions as such Deferred Share Unit Award, and the Committee shall have the sole discretion to determine whether, if at all, any cash-denominated amount that is subject to such restrictions shall earn interest and at what rate.

6. RESTRICTED SHARE AND RESTRICTED SHARE UNITS

6.1 Grants

Awards of Restricted Share and of Restricted Share Units may be granted hereunder to Participants either alone or in addition to other Awards granted under the Omnibus Plan (a “**Restricted Share Award**” or “**Restricted Share Unit Award**” respectively), and such Restricted Share Awards and Restricted Share Unit Awards shall also be available as a form of payment of Performance Awards and other earned cash-based incentive compensation. The Committee

has absolute discretion to determine whether any consideration (other than services) is to be received by the Company or any Affiliate as a condition precedent to the grant of Restricted Share or Restricted Share Units, subject to such minimum consideration as may be required by applicable law and the Exchange Rules. The Award Agreement shall specify the Vesting Period for the Restricted Share or Restricted Share Units.

6.2 Award Agreements

The terms of any Restricted Share Award or Restricted Share Unit Award granted under the Omnibus Plan shall be set forth in an Award Agreement which shall contain provisions determined by the Committee and not inconsistent with the Omnibus Plan. The terms of Restricted Share Awards and Restricted Share Unit Awards need not be the same with respect to each Participant.

6.3 Rights of Holders of Restricted Share and Restricted Share Units

Unless otherwise provided in the Award Agreement, beginning on the date of grant of the Restricted Share Award and subject to execution of the Award Agreement, the Participant shall become a shareholder of the Company with respect to all Shares subject to the Award Agreement and shall have all of the rights of a shareholder, including the right to vote such Shares and the right to receive distributions made with respect to such Shares, except as otherwise provided in this Section. A Participant who holds a Restricted Share Unit Award shall only have those rights specifically provided for in the Award Agreement; provided, however, in no event shall the Participant have voting rights with respect to such Award. Any Shares or any other property distributed as a dividend or otherwise with respect to any Restricted Share Award or Restricted Share Unit Award as to which the restrictions have not yet lapsed shall be subject to the same restrictions as such Restricted Share Award or Restricted Share Unit Award, and the Committee shall have the sole discretion to determine whether, if at all, any cash-denominated amount that is subject to such restrictions shall earn interest and at what rate.

6.4 Issuance of Shares

Any Restricted Share granted under the Omnibus Plan may be evidenced in such manner as the Board may deem appropriate, including book-entry registration or issuance of a stock certificate or certificates, which certificate or certificates shall be held by the Company. Any such certificate or certificates shall be registered in the name of the Participant and shall bear an appropriate legend referring to the restrictions applicable to such Restricted Share.

7. OTHER SHARE-BASED AWARDS

7.1 Grants

Other Share-Based Awards of Shares and other Awards that are valued in whole or in part by reference to, or are otherwise based on, Shares or other property ("**Other Share-Based Awards**"), including Deferred Share Units, may be granted hereunder to Participants either alone or in addition to other Awards granted under the Omnibus Plan. Other Share-Based Awards shall also be available as a form of payment of other Awards granted under the Omnibus Plan and other earned cash-based compensation.

7.2 Award Agreements

The terms of Other Share-Based Awards granted under the Omnibus Plan shall be set forth in an Award Agreement which shall contain provisions determined by the Committee and not inconsistent with the Omnibus Plan. The terms of such Awards need not be the same with respect to each Participant. Other Share-Based Awards may be subject to vesting restrictions during the Vesting Period as specified by the Committee.

7.4 Payment

Except as may be provided in an Award Agreement, Other Share-Based Awards may be paid in cash, Shares, other property, or any combination thereof, in the sole discretion of the Committee. Other Share-Based Awards may be paid in a lump sum or in installments or, in accordance with procedures established by the Committee, on a deferred basis subject, in the case of a U.S. Participant, to the requirements of Section 409A of the U.S. Tax Code.

7.5 Deferral of Director Fees; Other Director Awards

Subject always to compliance with the requirements of applicable Exchange Rules, Directors may, if determined by the Board, receive Other Share-Based Awards in the form of deferred share units (or any other Award, subject to the discretion of the Board) in lieu of all or a portion of their annual compensation, if any.

In addition, if determined by the Board (and subject to compliance with applicable Exchange Rules), Directors may elect to receive Other Share-Based Awards in the form of deferred share units (or any other Award, subject to the discretion of the Board) in lieu of all or a portion of their annual and committee compensation, if any, and annual meeting fees, if any, provided that, in the case of a U.S. Participant, such election is made in accordance with the requirements of Section 409A of the U.S. Tax Code, as applicable.

Subject to compliance with applicable Exchange Rules, the Committee shall, in its absolute discretion, establish such rules and procedures as it deems appropriate for such elections and for payment in deferred share units, or other Awards, as the case may be.

8. PERFORMANCE AWARDS

8.1 Grants

Performance Awards may be granted hereunder to Participants, for no consideration or for such minimum consideration as may be required by applicable law, either alone or in addition to other Awards granted under the Omnibus Plan. The grant of Performance Awards and the performance goals for Performance Awards to be achieved for each Performance Period shall be conclusively determined by the Committee and may be based upon such criteria as determined by the Committee and having due regard to advice and recommendations given by the Company's executive management team.

8.2 Award Agreements

The terms of any Performance Award granted under the Omnibus Plan shall be set forth in an Award Agreement (or, if applicable, in a resolution duly adopted by the Committee) which shall contain provisions determined by the Committee and not inconsistent with the Omnibus Plan. The terms of Performance Awards need not be the same with respect to each Participant.

8.3 Terms and Conditions

The performance criteria to be achieved during any Performance Period and the length of the Performance Period shall be determined by the Committee (having due regard to advice and recommendations given by the Company's executive management team) upon the grant of each Performance Award. The amount of the Award to be distributed shall be conclusively determined by the Committee.

8.4 Payment

Except as provided in Article 9, as provided by the Committee or as may be provided in an Award Agreement, Performance Awards will be distributed only after the end of the relevant Performance Period. Performance Awards may be paid in cash, Shares, other property, or any combination thereof, in the sole discretion of the Committee. Performance Awards may be paid in a lump sum or in installments following the close of the Performance Period or, in accordance with procedures established by the Committee, on a deferred basis subject to, in the case of a U.S. Participant, the requirements of Section 409A of the U.S. Tax Code.

9. CEASING TO BE AN EMPLOYEE, DIRECTOR OR CONSULTANT

9.1 Upon a Participant ceasing to be an Eligible Person then, subject to Section 10 and subject to the terms of any applicable Award Agreement:

- a) for Cause, any vested or unvested Award granted to such Participant shall terminate automatically and become void immediately;
- b) as a result of his or her employment or service relationship with the Company or an Affiliate being terminated without Cause:
 - i. any unvested Award granted to such Participant shall terminate and become void

- immediately; and
 - ii. any vested Award granted to such Participant may be exercised by such Participant or redeemed and settled by the Company. Unless otherwise determined by the Committee (to a maximum of one year next succeeding such cessation, and approval is obtained from the stock exchange on which the Shares trade where required, in its sole discretion), such Award shall only be exercisable or redeemable within 90 days after the Termination Date, after which the Award will expire;
- c) as a result of his or her resignation from the Company or an Affiliate:
 - i. each unvested Award granted to such Participant shall terminate and become void immediately upon resignation; and
 - ii. each vested Award granted to such Participant will cease to be exercisable or redeemable 90 days following the Termination Date, after which the Award will expire;
- d) by reason of retirement:
 - i. any unvested Award shall terminate and become void immediately; and
 - ii. any vested Award will cease to be exercisable or redeemable 90 days from the date of retirement or the date on which the Participant ceases his or her employment or service relationship with the Company or any Affiliate, after which the Award will expire;
- e) by reason of death, any vested Award granted to such Participant may be exercised by the liquidator, executor or administrator, as the case may be, of the estate of the Participant for that number of Shares only which such Participant was entitled to acquire under the respective Award (the “**Vested Awards**”) on the date of such Participant’s death. Such Vested Awards shall only be exercisable or redeemable within twelve months after the Participant’s death or prior to the expiration of the original term of the Award whichever occurs earlier;
- f) by reason of electing a voluntary leave of absence of more than twelve months, including maternity and paternity leaves, the Board may determine, at its sole discretion but subject to applicable laws, that such Participant’s participation in the Omnibus Plan shall be terminated, provided that all vested Awards granted to the Participant shall remain outstanding and in effect until the applicable exercise or redemption date, or an earlier date determined by the Board at its sole discretion.

10. CHANGE IN CONTROL PROVISIONS

10.1 Impact of Change of Control

The following provisions will apply to Awards in the event of a Change of Control unless otherwise provided in an Award Agreement or any other written agreement between the Company or any Affiliate and the Participant or unless otherwise expressly provided by the Board at the time of grant of an Award. In the event of a Change of Control, then, notwithstanding any other provision of the Omnibus Plan, the Board will take one or more of the following actions with respect to Awards, contingent upon the closing or completion of the Change of Control:

- a) arrange for the surviving corporation or acquiring corporation (or the surviving or acquiring corporation’s parent company) to assume or continue the Award or to substitute a similar award (including, but not limited to, an award to acquire the same consideration paid to the shareholders of the Company pursuant to the Change of Control);
- b) arrange for the assignment of any reacquisition or repurchase rights held by the Company in respect of Shares issued pursuant to the Award to the surviving corporation or acquiring corporation (or the surviving or acquiring corporation’s parent company);
- c) accelerate the vesting or waive any applicable performance hurdles, subject to Exchange approval, in whole or in part, of the Award (and, if applicable, the time at which the Award may be exercised) to a date prior to the effective time of such Change of Control as the Board determines (or, if the Board does not determine such a date, to the date that is five days prior to the effective date of the Change of Control), with such Award terminating if not exercised (if applicable) at or prior to the effective time of the Change of Control in accordance with the exercise procedures determined by the Board (in all cases with such

acceleration of vesting and exercisability still contingent upon the closing or completion of the Change of Control as provided above, and with any such acceleration of vesting and/or exercise to be unwound if the Change of Control does not actually occur);

- d) arrange for the lapse, in whole or in part, of any reacquisition or repurchase rights held by the Company with respect to the Award;
- e) cancel or arrange for the cancellation of the Award, to the extent not vested or not exercised prior to the effective time of the Change of Control, in exchange for no consideration or such consideration, if any, as the Board, in its sole discretion, may consider appropriate but provided that it is equitable to the affected Award Participant; or
- f) cancel or arrange for the cancellation of the Award, to the extent not vested or not exercised prior to the effective time of the Change of Control, in exchange for a payment, in such form as may be determined by the Board, equal to the excess, if any, of:
 - i. the per share amount (or value of property per share) payable to holders of common shares in connection with the Change of Control, over
 - ii. the per share exercise price under the applicable Award, multiplied by the number of Shares subject to the Award.

For clarity, this payment may be \$0 if the amount per share (or value of property per share) payable to the holders of the Shares is equal to or less than the per share exercise price of the Award. In addition, any escrow, holdback, earnout or similar provisions in the definitive agreement for the Change of Control may apply to such payment to the holder of the Award to the same extent and in the same manner as such provisions apply to the holders of Shares.

- g) The Board need not take the same action or actions with respect to all Awards or portions thereof or with respect to all Participants.

10.2 Appointment of Shareholder Representative

As a condition to the receipt of an Award under this Omnibus Plan, a Participant will be deemed to have agreed that the Award will be subject to the terms of any agreement governing a Change of Control involving the Company, including, without limitation, a provision for the appointment of a shareholder representative that is authorized to act on the Participant's behalf with respect to any escrow or other contingent consideration.

10.3 Change of Control

- a) Unless otherwise provided in an Award Agreement, "Change of Control" means the occurrence of any one of the following events (provided, however, that any definition of Change of Control in an Award Agreement may not provide that a Change of Control will occur prior to consummation or effectiveness of a change in control of the Company and may not provide that a Change of Control will occur upon the announcement, commencement, shareholder approval or other potential occurrence of any event or transaction that, if completed, would result in a change in control of the Company):
 - i. an acquisition by a Person, or one or more Persons acting jointly or in concert, of the beneficial ownership of securities of the Company resulting in such Person or Persons holding securities representing more than 50% of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation, plan of arrangement, amalgamation or similar transaction. Notwithstanding the foregoing, a Change of Control shall not be deemed to occur solely because the level of ownership held by a person, entity or group exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change of Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, a person, entity or group becomes the owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities owned by such person, entity or group over the designated percentage threshold, then a Change of Control shall be deemed to occur;

- ii. there is consummated a merger, consolidation, plan of arrangement, amalgamation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation, plan of arrangement, amalgamation or similar transaction, the shareholders of the Company immediately prior thereto do not own, directly or indirectly, outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving entity in such merger, consolidation, plan of arrangement, amalgamation or similar transaction or more than 50% of the combined outstanding voting power of the parent of the surviving entity in such merger, consolidation, plan of arrangement, amalgamation or similar transaction;
- iii. there is consummated a sale or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an entity, more than 50% of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale, lease, license or other disposition; or
- iv. individuals who, on the Effective Date of the Omnibus Plan, are members of the Board (the “**Incumbent Board**”) cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Omnibus Plan, be considered as a member of the Incumbent Board.

11. GENERALLY APPLICABLE PROVISIONS

11.1 Approval Required for Omnibus Plan

Prior to its implementation by the Company, the Omnibus Plan is subject to approval by the Exchange and Disinterested Shareholder Approval.

11.2 Amendment and Termination of the Omnibus Plan

- a) Subject to approval by the Exchange, the Board may suspend or terminate the Omnibus Plan at any time, or from time to time amend or revise the terms of the Omnibus Plan or any granted Award without the consent of the Participants provided that such suspension, termination, amendment or revision shall:
 - i. not adversely alter or impair the rights of any Participant, without the consent of such Participant except as permitted by the provisions of the Omnibus Plan;
 - ii. be in compliance with applicable law; and
 - iii. be subject to shareholder approval including Disinterested Shareholder Approval if applicable, where required by law or the requirements of the Exchange provided that the Committee may, from time to time, in its absolute discretion and without approval of the shareholders of the Company make the following amendments to this Omnibus Plan:
 - A. any amendment to the vesting provisions, if applicable, or assignability provisions of any Award;
 - B. any amendment regarding the effect of termination of a Participant's employment or engagement;
 - C. any amendment necessary to comply with applicable law or the requirements of the Exchange or any other regulatory body;
 - D. any amendment of a “housekeeping” nature, including to clarify the meaning of an existing provision of the Omnibus Plan, correct or supplement any provision of the Omnibus Plan that is inconsistent with any other provision of the Omnibus Plan, correct any grammatical or typographical errors or amend the definitions in the Omnibus Plan;
 - E. any amendment regarding the administration of the Omnibus Plan;
 - F. any amendment to add provisions permitting the grant of Awards settled otherwise than with Shares issued from treasury, or adopt a clawback provision applicable to equity compensation; and

- G. any other amendment that does not require the approval of the shareholders of the Company under Section 11.2(b).
- b) Notwithstanding Section 11.2(a), the Board shall be required to obtain shareholder approval or Disinterested Shareholder Approval, if required by the Exchange Rules, to make the following amendments:
- i. any increase to the maximum number of Shares issuable under the Omnibus Plan except in the event of an adjustment pursuant to Section 11.3;
 - ii. any amendment which extends the expiry date of any Award;
 - iii. any amendment that would permit an Award to be transferable or assignable other than for normal estate settlement purposes or in accordance with Section 11.4; and
 - iv. any amendment to the amendment provisions of the Omnibus Plan; or
 - v. any other amendment required to be approved by shareholders under applicable law or under the Exchange Rules.

11.3 Adjustments

In the event of any merger, plan of arrangement, amalgamation, reorganization, consolidation, recapitalization, dividend or distribution (whether in cash, shares or other property, other than a regular cash dividend), stock split, reverse stock split, spin-off or similar transaction or other change in corporate structure affecting the Shares or the value thereof, such adjustments and other substitutions shall be made to the Omnibus Plan and to Awards in a manner the Committee deems equitable or appropriate taking into consideration the accounting and tax consequences, including such adjustments in the aggregate number, class and kind of securities that may be delivered under the Omnibus Plan and, in the aggregate or to any Participant, in the number, class, kind and exercise price of securities subject to outstanding Awards granted under the Omnibus Plan (including, if the Committee deems appropriate, the substitution of similar options to purchase the shares of, or other awards denominated in the shares of, another company); provided, however, that the number of Shares subject to any Award shall always be a whole number.

11.4 Transferability of Awards

Except as specifically provided in an Award Agreement approved by the Committee, each Award granted under the Omnibus Plan is personal to the Participant and shall not be assignable or transferable by the Participant, whether voluntarily or by operation of law, except by will or by the laws of succession of the domicile of the deceased Participant. Notwithstanding the foregoing, to the extent and under such terms and conditions as determined by the Committee, a Participant may assign or transfer an Award without consideration (each transferee thereof, a “**Permitted Assignee**”):

- a) to a trust which the Participant is a beneficiary of;
- b) to a holding entity (as such term is defined in NI 45-106 of such Participant); or
- c) to an RRSP, RRIF or TFSA of such Participant; provided that such Permitted Assignee shall be bound by and subject to all of the terms and conditions of the Omnibus Plan and the Award Agreement relating to the transferred Award and shall execute an agreement satisfactory to the Company evidencing such obligations; and provided further that such Participant shall remain bound by the terms and conditions of the Omnibus Plan.

The Company shall cooperate with any Permitted Assignee and the Company’s transfer agent in effectuating any such permitted transfer. No Award granted hereunder may be pledged, hypothecated, charged, transferred, assigned or otherwise encumbered or disposed of on pain of nullity.

11.5 Termination of Employment or Services

The date of termination of a Participant’s employment or services will be determined by the Committee, which determination will be final.

11.6 Grant of Awards

Notwithstanding any express or implied term of this Omnibus Plan to the contrary, the granting of an Award pursuant to the Omnibus Plan shall in no way be construed as a guarantee by the

Company or a Subsidiary to the Participant of employment or another service relationship with the Company or a Subsidiary. The granting of an Award to a Participant shall not impose upon the Company or a Subsidiary any obligation to retain the Participant in its employ or service in any capacity. Nothing contained in this Omnibus Plan or in any Award granted under this Omnibus Plan shall interfere in any way with the rights of the Company or any of its Affiliates in connection with the employment, retention or termination of any such Participant. The loss of existing or potential profit in Shares underlying Awards granted under this Omnibus Plan shall not constitute an element of damages in the event of termination of a Participant's employment or service in any office or otherwise.

11.7 Conformity to Omnibus Plan

In the event that an Award is granted or an Award Agreement is executed which does not conform in all particulars with the provisions of the Omnibus Plan, or purports to grant Awards on terms different from those set out in the Omnibus Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with the Omnibus Plan.

11.8 Rights as a Shareholder - Compliance with Exchange Rules

Subject to Section 6.4, neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as shareholder in respect of any Shares covered by such Participant's Awards by reason of the grant of such Award until such Award has been duly exercised, as applicable, and settled and Shares have been issued in respect thereof. Without in any way limiting the generality of the foregoing, and to ensure compliance with the Exchange Rules (including but not limited to TSXV Policy 4.4 and ASX Guidance Note 19) any Shares covered by such Participant's Awards will not:

- a) be transferrable (and consequently will not be quoted on the Exchange);
- b) confer any right to vote, except as otherwise required by law;
- c) confer any entitlement to a dividend, whether fixed or at the discretion of the Board dividends, or other rights for which the record date is prior to the date such Shares have been issued;
- d) confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise;
- e) confer any right to participate in surplus profit or assets of the Company upon a winding up; or
- f) confer any right to participate in new issues of securities such as bonus issues or entitlement issues,

unless and until the applicable performance milestone or vesting condition applicable to the Participant Award (as described in the Award Agreement) is achieved and the Shares have been issued in respect thereof.

11.9 Deferral

The Committee shall be authorized to establish procedures pursuant to which the payment of any Award may be deferred.

11.10 Change in Time Commitment

Subject to the terms of the applicable Award Agreement, in the event a Participant's regular level of time commitment in the performance of his or her services for the Company and any Affiliates is reduced (for example, and without limitation, if the Participant is an Employee and the Employee has a change in status from a full-time Employee to a part-time Employee or takes an extended leave of absence) after the date of grant of any Award to the Participant, the Board has the right in its sole discretion to make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced or extended.

12. MISCELLANEOUS

12.1 Award Agreements

Each Award Agreement shall either be:

- a) in writing in a form approved by the Committee and executed by the Company by an officer duly authorized to act on its behalf, or
- b) an electronic notice in a form approved by the Committee and recorded by the Company (or its designee) in an electronic recordkeeping system used for the purpose of tracking one or more types of Awards as the Committee may provide;

in each case and if required by the Committee, the Award Agreement shall be executed or otherwise electronically accepted by the recipient of the Award in such form and manner as the Committee may require. The Committee may authorize any officer of the Company to execute any or all Award Agreements on behalf of the Company. The Award Agreement shall set forth the material terms and conditions of the Award as established by the Committee consistent with the provisions of the Omnibus Plan.

12.2 Tax Withholding

- a) Notwithstanding any other provision of this Omnibus Plan, all distributions, delivery of Shares or payments to a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) under the Omnibus Plan shall be made net of such withholdings, including in respect of applicable taxes and source deductions, as the Company determines. If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then, the withholding may be satisfied in such manner as the Committee determines, including by:
 - i. having the Participant elect to have the appropriate number of such Shares sold by the Company, the Company's transfer agent and registrar or any trustee appointed by the Company pursuant to Section 12.2 hereof, on behalf of and as agent for the Participant as soon as permissible and practicable, with the proceeds of such sale being delivered to the Company, which will in turn remit such amounts to the appropriate governmental authorities,
 - ii. requiring that the Participant remit, at or before the exercise of such Award, payment in cash of an amount equal to such withholding obligation in respect of such exercise; or (iii) any other mechanism as may be required or determined by the Company as appropriate.
- b) Notwithstanding Section 12.2(a), the applicable tax withholdings may be waived where a Participant directs in writing that a payment be made directly to the Participant's registered retirement savings plan, if permitted by the Tax Act and any applicable regulations thereunder.

12.3 Right of Discharge Reserved; Claims to Awards

Nothing in the Omnibus Plan nor the grant of an Award hereunder shall confer upon any Employee, Director or Consultant the right to continue in the employment or service of the Company or any Affiliate or affect any right that the Company or any Affiliate may have to terminate the employment or service of (or to demote or to exclude from future Awards under the Omnibus Plan) any such Employee, Director or Consultant at any time for any reason. The Company shall not be liable for the loss of existing or potential profit from an Award granted in the event of termination of an employment or other relationship. No Employee, Director or Consultant shall have any claim to be granted any Award under the Omnibus Plan, and there is no obligation for uniformity of treatment of Employees, Directors or Consultants under the Omnibus Plan.

12.4 Substitute Awards

Notwithstanding any other provision of the Omnibus Plan, the terms of Substitute Awards may vary from the terms set forth in the Omnibus Plan to the extent the Committee deems appropriate to conform, in whole or in part, to the provisions of the awards in substitution for which they are granted.

12.5 Clawback

Notwithstanding any other provisions in this Omnibus Plan, any Award which is subject to recovery under any law, government regulation or stock exchange listing requirement or any policy adopted by the Company, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation stock exchange listing requirement or policy. Without limiting the generality of the foregoing, the proceeds from the exercise or disposition of Awards or Shares acquired under Awards will be subject to forfeiture and disgorgement to the Company, with interest and other related earnings, if the Participant to whom the Award was granted violates (i) a non-competition, non-solicitation, confidentiality or other restrictive covenant by which he or she is bound, or (ii) any policy adopted by the Company applicable to the Participant that provides for forfeiture or disgorgement with respect to incentive compensation that includes Awards under the Omnibus Plan. In addition, the Committee may require forfeiture and disgorgement to the Company of outstanding Awards and the proceeds from the exercise or disposition of Awards or Shares acquired under Awards, with interest and other related earnings, to the extent required by law or Exchange Rules, including any related policy adopted by the Company. Each Participant, by accepting or being deemed to have accepted an Award under the Omnibus Plan, agrees to cooperate fully with the Committee, and to cause any and all Permitted Transferees of the Participant to cooperate fully with the Committee, to effectuate any forfeiture or disgorgement required hereunder. Neither the Committee nor the Company nor any other person, other than the Participant and his or her Permitted Transferees, if any, will be responsible for any adverse tax or other consequences to a Participant or his or her Permitted Transferees, if any, that may arise in connection with this Section 12.5.

12.6 Securities Law Compliance

- a) The Omnibus Plan (including any amendments to it), the terms of the grant of any Award under the Omnibus Plan, the grant of any Award and exercise of any Award, and the Company's obligation to sell and deliver Shares in respect of any Awards, shall be subject to all applicable federal, provincial, state and foreign laws, rules and regulations, the Exchange Rules and to such approvals by any regulatory or governmental agency as may, as determined by the Company, be required. The Company shall not be obliged by any provision of the Omnibus Plan or the grant of any Award hereunder to issue, sell or deliver Shares in violation of such laws, rules and regulations or any condition of such approvals.
- b) The Company shall have no obligation to issue any Shares pursuant to this Omnibus Plan unless upon official notice of issuance such Shares shall have been duly listed with the Exchange. Shares issued, sold or delivered to Participants under the Omnibus Plan may be subject to limitations on sale or resale under applicable securities laws.

12.7 Nature of Payments

All Awards made pursuant to the Omnibus Plan are in consideration of services performed or to be performed for the Company or any Affiliate, division or business unit of the Company or an Affiliate. Any income or gain realized pursuant to Awards under the Omnibus Plan constitutes a special incentive payment to the Participant and shall not be taken into account, to the extent permissible under applicable law, as compensation for purposes of any of the employee benefit plans of the Company or any Affiliate except as may be determined by the Committee or by the Board or board of directors of the applicable Affiliate (or as may be required by the terms of such plan).

12.8 Listing of Shares

So long as the Shares are listed on the Exchange, the Company must apply to the Exchange for the listing or quotation, as applicable, of the Shares underlying the Awards granted under the Omnibus Plan, however, the Company cannot guarantee that such Shares will be listed or quoted on the Exchange.

12.9 Other Plans

Nothing contained in the Omnibus Plan shall prevent the Board from adopting other or additional compensation arrangements, subject to shareholder approval if such approval is required; and such arrangements may be either generally applicable or applicable only in specific cases.

12.10 Severability

The invalidity or unenforceability of any provision of the Omnibus Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the Omnibus Plan.

12.11 Governing Law

The Omnibus Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of Queensland and the laws of the Commonwealth of Australia applicable therein.

12.12 Effective Date of Omnibus Plan; Termination of Omnibus Plan

The Omnibus Plan shall be effective on the date of the approval of the Omnibus Plan by the holders of the shares entitled to vote at a duly constituted meeting of the shareholders of the Company ("**Effective Date**"). The Omnibus Plan shall be null and void and of no effect if the foregoing condition is not fulfilled and in such event each Award shall, notwithstanding any of the preceding provisions of the Omnibus Plan, be null and void and of no effect. Awards may be granted under the Omnibus Plan at any time and from time to time until the Omnibus Plan is terminated by the Board, on which date the Omnibus Plan will expire except as to Awards then outstanding under the Omnibus Plan. Such outstanding Awards shall remain in effect until they have been exercised or terminated or have expired.

12.13 No Restriction on Corporate Actions

The existence of any Awards shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, reclassification, recapitalization, reorganization or other change in the Company's capital structure or its business, or any amalgamation, arrangement, combination, merger or consolidation involving the Company or to create, issue, redeem or repurchase any bonds, debentures, shares or other securities of the Company or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

12.14 Foreign Employees and Consultants

Awards may be granted to Participants who are foreign nationals or employed or providing services outside Canada or Australia, or both, on such terms and conditions different from those applicable to Awards to Employees or Consultants providing services in Canada or Australia as may, in the judgment of the Committee, be necessary or desirable in order to recognize differences in local law or tax policy. The Committee also may impose conditions on the exercise or vesting of Awards in order to minimize the Company's obligation with respect to tax equalization for Employees or Consultants on assignments outside their home country.

12.15 No Obligation to Notify or Minimize Taxes; No Liability for Taxes

The Company has no duty or obligation to any Participant to advise such holder as to the time or manner of exercising any Award. Furthermore, the Company has no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. The Company has no duty or obligation to minimize the tax consequences of an Award to the holder of such Award and will not be liable to any holder of an Award for any adverse tax consequences to such holder in connection with an Award. As a condition to accepting an Award under the Omnibus Plan, each Participant:

- a) agrees to not make any claim against the Company, or any of its officers, Directors, Employees, Affiliates, agents or advisors related to tax liabilities arising from such Award or other Company compensation; and
- b) acknowledges that such Participant was advised to consult with his or her own personal tax, financial and other legal advisors regarding the tax consequences of the Award and has either done so or knowingly and voluntarily declined to do so.

12.16 No Registration Rights; No Right to Settle in Cash

The Company has no obligation to register with any governmental body or organization (including, without limitation, the SEC) any of:

- a) the offer or issuance of any Award;
- b) any Shares issuable upon the exercise of any Award; or
- c) the sale of any Shares issued upon exercise of any Award,

regardless of whether the Company in fact undertakes to register any of the foregoing. In particular, in the event that any offer or issuance of any Award, any Shares issuable upon exercise of any Award, or the sale of any Shares issued upon exercise of any Award are not registered with any governmental body or organization (including, without limitation, the SEC), the Company will not under any circumstance be required to settle its obligations, if any, under this Omnibus Plan in cash.

12.17 Participant Information

Each Participant shall provide the Company with all information (including personal information) required by the Company in order to administer the Omnibus Plan. Each Participant acknowledges that information required by the Company in order to administer the Omnibus Plan may be disclosed to any custodian appointed in respect of the Omnibus Plan and other third parties including the Exchange and may be disclosed to such persons (including persons located in jurisdictions other than the Participant's jurisdiction of residence), in connection with the administration of the Omnibus Plan. Each Participant consents to such disclosure and authorizes the Company to make such disclosure on the Participant's behalf.

12.18 Indemnity

To the extent allowable pursuant to applicable law, each member of the Committee or of the Board and any person to whom the Committee has delegated any of its authority under the Omnibus Plan shall be indemnified and held harmless by the Company from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by such person in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action or failure to act pursuant to the Omnibus Plan and against and from any and all amounts paid by him or her in satisfaction of judgment in such action, suit, or proceeding against him or her, provided, that in relation to the subject matter of the proceeding the indemnitee acted honestly and in good faith with a view to the best interests of the Company or the Affiliate, as applicable, and in the case of a proceeding other than a civil proceeding, the indemnitee had reasonable grounds for believing that his conduct in respect of which the proceeding was brought was lawful and, further provided, he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled pursuant to applicable law or the Company's Articles, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

12.19 Corporate Action Constituting Grant of Awards

Corporate action constituting a grant by the Company of an Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Committee, regardless of when the instrument, certificate, or letter evidencing the Award is communicated to, or actually received or accepted by, the Participant. In the event that the corporate records (e.g., Committee or Board consents, resolutions or minutes) documenting the corporate action approving the grant contain terms (e.g., exercise price, vesting schedule or number of Shares) that are inconsistent with those in the Award Agreement or related grant documents as a result of a clerical error in the papering of the Award Agreement or related grant documents, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Award Agreement or related grant documents.

12.20 Headings

The headings in the Omnibus Plan are for convenience of reference only, and are not intended to narrow, limit or affect the substance or interpretation of the provisions contained herein.

Need assistance?



Phone:
1300 552 270 (within Australia)
+61 3 9415 4000 (outside Australia)



Online:
www.investorcentre.com/contact

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



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **10:00am (AEST) on Monday, 25 October 2021.**

Proxy Form

How to Vote on Items of Business

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

APPOINTMENT OF PROXY

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

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

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

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

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

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

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

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

PARTICIPATING IN THE MEETING

Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com under the help tab, "Printable Forms".

Lodge your Proxy Form:

XX

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



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

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

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

By Fax:

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



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

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

☐

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



I 9999999999

I ND

Proxy Form

Please mark ☒ to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of Macarthur Minerals Limited hereby appoint

☐

the Chairman
of the Meeting

OR

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

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual General Meeting of Macarthur Minerals Limited to be held as a hybrid meeting on Wednesday, 27 October 2021 at 10:00am (AEST) and at any adjournment or postponement of that meeting.

Chairman authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Resolutions 1, 7, 8, 9 and 12 (except where I/we have indicated a different voting intention in step 2) even though Resolutions 1, 7, 8, 9 and 12 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Resolutions 1, 7, 8, 9 and 12 by marking the appropriate box in step 2.

Step 2 Items of Business

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

		For	Against	Abstain			For	Against	Abstain
1	ADOPTION OF REMUNERATION REPORT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8	AMENDMENTS TO THE SHARE COMPENSATION PLANS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	RE-ELECTION OF DIRECTOR – ANDREW SUCKLING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9	APPROVAL OF OMNIBUS INCENTIVE PLAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	RE-ELECTION OF DIRECTOR – ALAN JOSEPH PHILLIPS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10	APPROVAL OF 10% PLACEMENT CAPACITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	RE-ELECTION OF DIRECTOR – ALAN SPENCE PHILLIPS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11	APPROVAL OF CAPACITY FOR FUTURE SHARE PLACEMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	RE-ELECTION OF DIRECTOR – CAMERON MCCALL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12	POTENTIAL KEY EXECUTIVE TERMINATION BENEFITS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	APPOINTMENT OF AUDITOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
7	APPROVAL OF FIXED 20% EMPLOYEE SHARE COMPENSATION PLAN AND CONSULTANT SHARE COMPENSATION PLAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

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

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

Individual or Securityholder 1

Sole Director & Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

/ /

Date

Update your communication details (Optional)

Mobile Number

Email Address

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

M I O

2 8 0 7 7 7 A



Computershare



Need assistance?



Phone:

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



Online:

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Macarthur Minerals Limited Annual General Meeting

The Macarthur Minerals Limited Annual General Meeting will be held on Wednesday, 27 October 2021 at 10:00am (AEST). You are encouraged to participate in the meeting using the following options:



MAKE YOUR VOTE COUNT

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



Control Number: 999999

SRN/HIN: I9999999999

PIN: 99999

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

For your proxy appointment to be effective it must be received by Monday, 25 October 2021 at 10:00am (AEST) .



ATTENDING THE MEETING VIRTUALLY

If you choose to participate online on the day of the meeting you will find details of the live webcast and additional AGM details on the Company's website www.macarthurminerals.com

To vote online during the meeting you will need to visit **web.lumiagm.com/353296418**
For instructions refer to the online user guide www.computershare.com.au/onlinevotingguide



ATTENDING THE MEETING IN PERSON

The meeting will be held at:
555 Coronation Drive, Toowong QLD 4066

