

**NUSANTARA RESOURCES LIMITED**  
**ACN 150 791 290**  
**NOTICE OF GENERAL MEETING**

**TIME:** 11.00am (WST)  
**DATE:** Wednesday, 6 November 2019  
**PLACE:** Nusantara Resources Limited  
Ground Floor 20 Kings Park Road, West Perth WA

This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on (+61) 8 9460 8600.

---

## Contents Page

<b>Business of the Meeting (setting out the proposed resolutions)</b>	<b>3</b>
<b>Explanatory Statement (explaining the proposed resolutions)</b>	<b>5</b>
<b>Glossary</b>	<b>7</b>
<b>Schedule 1 - Summary of the terms of the Options</b>	<b>8</b>
<b>Proxy Form</b>	<b>Enclosed</b>

---

## Important Information

### Time and place of meeting

Notice is given that the meeting of the Shareholders to which this Notice of Meeting relates will be held at 11.00am (WST) on 6 November 2019 at:

Nusantara Resources Limited

Ground Floor 20 Kings Park Road, West Perth WA

### Your vote is important

The business of the Meeting affects your shareholding and your vote is important.

### Voting eligibility

The Directors have determined pursuant to Regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 5.00pm (WST) on 4 November 2019.

### Voting in person

To vote in person, attend the Meeting at the time, date and place set out above.

### Voting by proxy

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.

In accordance with section 249L of the Corporations Act, members are advised that:

- A. each member has a right to appoint a proxy;
- B. the proxy need not be a member of the Company; and
- C. a member who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

## Business of the Meeting

The Explanatory Statement and Proxy Form which accompany and form part of this Notice, describe in more detail the matters to be considered. Please consider this Notice, the Explanatory Statement and the Proxy Form in their entirety.

Capitalised terms not otherwise defined in this Notice have the meaning given in the Explanatory Statement which accompanies this Notice. References to the “Corporations Act” are to the *Corporations Act 2001* (Cth), unless the context requires otherwise.

### 1. Resolution 1 – Grant of Related Party Options to Director – Mr Greg Foulis

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

*“That, for the purposes of ASX Listing Rule 10.11 and for all other purposes, approval is given for the Company to grant 500,000 Options to Mr Greg Foulis (or his nominee), a director of the Company, on the terms and conditions set out in the Explanatory Statement in accordance with the Intention to Issue Options announced 11 July 2019.”*

**ASX Voting Exclusion:** The Company will disregard any votes cast in favour of the Resolution by or on behalf of Mr Greg Foulis (and his nominee) and any of their associates. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

**Voting Prohibition Statements:** A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if the proxy is either:

- (a) a member of the Key Management Personnel; or
- (b) a Closely Related Party of such a member; and

the appointment does not specify the way the proxy is to vote on this Resolution.

However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

**2. Resolution 2 – Grant of Related Party Options to Director – Mr Neil Whitaker**

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

*“That, for the purposes ASX Listing Rule 10.11 and for all other purposes, approval is given for the Company to grant 1,700,000 Options to Mr Neil Whitaker (or his nominee), a director of the Company, on the terms and conditions set out in the Explanatory Statement in accordance with the Appointment of New Chief Executive Officer announcement dated 26 August 2019.”*

**ASX Voting Exclusion:** The Company will disregard any votes cast in favour of the Resolution by or on behalf of Mr Neil Whitaker (and his nominee) and any of their associates. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

**Voting Prohibition Statements:** A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if the proxy is either:

- (a) a member of the Key Management Personnel; or
- (b) a Closely Related Party of such a member; and

the appointment does not specify the way the proxy is to vote on this Resolution.

However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

**DATED: 27 September 2019**

**BY ORDER OF THE BOARD**

**DEREK HUMPHRY**  
**COMPANY SECRETARY**

---

## Explanatory Statement

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions which are the subject of the business of the Meeting.

---

### 1. Resolutions 1 and 2 – Grant of Options Mr Greg Foulis and Mr Neil Whitaker

#### 1.1 General

The Company has agreed, subject to obtaining Shareholder approval, to issue a total of 500,000 Options to Mr Greg Foulis or his nominee and a total of 1,700,000 Options to Mr Neil Whitaker, or his nominee (**Related Party Grantees**) on the terms and conditions set out below (**Related Party Options**).

The Company announced on 11 July 2019 that, in recognition of the Chairman Mr Greg Foulis' appointment as interim Chief Executive Officer and Mr Foulis' pivotal role in:

- seeking out and securing an appropriate replacement Chief Executive Officer for the Company;
- ongoing investor relations; and
- seeking the debt and equity financing for the Awak Mas Gold Project;

that the Board (excluding the Chairman) considers it appropriate to recognise the additional devotion of time and effort by the Chairman with an appropriate non-cash incentive, in the form of 500,000 Options.

The Company announced on 26 August 2019 the appointment of Mr Whitaker as Chief Executive Officer, setting out remuneration including the intention to issue, subject to Shareholder approval, 1,700,000 Options as non-cash incentive. On 24 September 2019, the Company announced the appointment of Mr Whitaker as a Director of the Company.

For a public company, or an entity that the public company controls, to give a financial benefit to a Related Party of the public company, the public company or entity must:

- (a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The grant of the Related Party Options constitutes giving a financial benefit. Mr Greg Foulis and Mr Neil Whitaker are Related Parties of the Company by virtue of being Directors of the Company.

The Directors (other than Mr Foulis who has a material personal interest in Resolution 1) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the grant of Related Party Options to Mr Foulis under Resolution 1 because the terms are considered reasonable remuneration in the circumstances and were negotiated on an arm's length basis.

The Directors (other than Mr Whitaker who has a material personal interest in Resolution 2) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is

not required in respect of the grant of Related Party Options to Mr Whitaker under Resolution 2 because the agreement to grant the Related Party Options to him was negotiated on an arm's length basis as part of his joining the Company as CEO and the terms are considered reasonable remuneration in the circumstances.

ASX Listing Rule 10.11 also requires shareholder approval to be obtained where the Company issues, or agrees to issue, securities to a Related Party, unless an exception in ASX Listing Rule 10.12 applies. As none of the exceptions in Listing Rule 10.12 applies, approval to the issue of the Related Party Options is also being sought under ASX Listing Rule 10.11.

## **1.2 Shareholder Approval (Listing Rule 10.11)**

In accordance with the requirements of ASX Listing Rule 10.13, the following information is provided in relation to the proposed grant of Related Party Options to the Related Party Grantees:

- (a) the Related Parties are Mr Greg Foulis and Mr Neil Whitaker and they are Related Parties by virtue of being Directors of the Company;
- (b) the maximum number of Related Party Options (being the nature of the financial benefit being provided) to be granted to the Related Party Grantees is 500,000 Options in respect of Mr Greg Foulis or his nominee and 1,700,000 Options to Mr Neil Whitaker or his nominee;
- (c) the Related Party Options will be granted to the Related Party Grantees no later than 1 month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the ASX Listing Rules) and it is anticipated all Related Party Options will be granted on one date;
- (d) the Related Party Options will be granted for nil cash consideration, accordingly no funds will be raised by their grant (but funds may be raised in the future to the extent that Related Party Options are ultimately exercised); and
- (e) the terms and conditions of the Related Party Options, including their expiry dates and exercise prices are set out in Schedule 1.

Approval pursuant to ASX Listing Rule 7.1 is not required in order to grant the Related Party Options to the Related Party Grantees as approval is being obtained under ASX Listing Rule 10.11. Accordingly, the issue of Related Party Options to the Related Party Grantees will not be included in the 15% calculation of the Company's twelve-month capacity to issue Shares or other securities without shareholder approval pursuant to ASX Listing Rule 7.1.

---

## GLOSSARY

In this Explanatory Statement (and the Notice of Meeting) the following terms will bear the following meanings, unless the context otherwise requires:

**\$** means Australian dollars unless otherwise stated.

**ASX** means ASX Limited.

**ASX Listing Rules** or **Listing Rules** means the Listing Rules of ASX.

**Board** means the current board of directors of the Company.

**Business Day** means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

**Chair** means the chair of the Meeting and where relevant the Chair for the relevant part of the Meeting.

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

- A. a spouse or child of the member;
- B. a child of the member's spouse;
- C. a dependent of the member's spouse;
- D. anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;
- E. a company the member controls; or
- F. a person prescribed by the *Corporations Regulations 2001* (Cth).

**Company** means Nusantara Resources Limited (ACN 150 791 290).

**Constitution** means the Company's constitution.

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

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

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

**General Meeting** or **Meeting** means the meeting convened by this Notice.

**Key Management Personnel** has the same meaning as in the accounting standards (as that term is defined in the Corporations Act) and broadly includes those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, directly or indirectly, including any director (whether executive or non-executive) of the Company or if the Company is part of a consolidated entity of an entity within the consolidated group.

**Notice** or **Notice of Meeting** means this notice of meeting including the Explanatory Statement and the Proxy Form.

**Option** means an option to acquire a Share.

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

**Related Party** has the meaning given in the Corporations Act.

**Related Party Options** means Options on the terms set out in Schedule 1.

**Resolutions** means the resolutions set out in the Notice, or any one of them, as the context requires.

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

**Shareholder** means a holder of a Share.

**WST** means Western Standard Time as observed in Perth, Western Australia.

## **Schedule 1 – Terms and Conditions of Related Party Options**

### **Resolution 1 Related Party Options – Specific terms:**

Number: 500,000

Resolution 1 Options Expiry date: The Options will expire at 5.00pm (WST) on 11 July 2022 (**Resolution 1 Options Expiry Date**). Any Option not exercised before the Resolution 1 Options Expiry Date will automatically lapse on the Resolution 1 Options Expiry Date.

Exercise price: \$0.35 each

Vesting conditions: Nil

### **Resolution 2 Related Party Options – Specific Terms:**

Number: 1,700,000

Resolution 2 Options Expiry date: The Options will expire at 5.00pm (WST) on 26 August 2022 (**Resolution 2 Options Expiry Date**). Any Option not exercised before the Resolution 2 Options Expiry Date will automatically lapse on the Resolution 2 Options Expiry Date

Exercise price and vesting conditions:

Subject to Parts (f) and (l) below, the amount payable upon exercise of each Option and the vesting conditions will be as follows:

- Tranche 1 - 566,610 of the Options, exercisable at \$0.35 each, will vest when the Awak Mas Gold Project final investment decision is announced by the Company to the ASX;
- Tranche 2 - 566,780 of the Options, exercisable at \$0.42 each, will vest upon the commencement of Stage 4 Construction (as defined in the Definitive Feasibility Study for the Awak Mas Gold Project) – noting during this period the process plant, tailings storage facility and all infrastructure not yet built during early works are due to be installed and constructed at the Awak Mas Gold Project; and
- Tranche 3 - 566,610 of the Options, exercisable at \$0.42 each, will vest upon the first three months of commercial production at the Awak Mas Gold Project (if it is within the final investment decision budget and timeline).

### **Resolution 1 and 2 Related Party Options - General terms:**

The Options entitle the holder (**Optionholder**) to subscribe for, and be issued, ordinary shares in the capital of the Company (**Shares**) on and subject to the following terms and conditions:

(a) Entitlement

Each Option gives the Optionholder the right to subscribe for, and be issued, one Share.

(b) Notice of Exercise

An Optionholder may exercise any vested Options by lodging with the Company, before the Expiry Date:



- (i) a written notice of exercise of Options specifying the number of vested Options being exercised (**Exercise Notice**); and
- (ii) a cheque or electronic funds transfer for the aggregate Exercise Price for the number of vested Options being exercised.

(c) Exercise Date

An Exercise Notice is only effective on and from the later of the date of receipt of the Exercise Notice and the date of receipt of payment of the Exercise Price for each vested Option being exercised in cleared funds (**Exercise Date**).

(d) Timing of issue of Shares on exercise and quotation

- (i) The Options will not be quoted on the ASX.
- (ii) Within 10 Business Days of the Exercise Date, the Company will:
  - (A) allot the applicable Shares to the Optionholder; and
  - (B) if the Company is admitted to the official list of the ASX at the time, apply for official quotation on the ASX of the Shares issued pursuant to the exercise of the Options.

(e) Shares issued on exercise

All Shares allotted upon the exercise of Options will upon allotment rank pari passu in all respects with other issued fully paid Shares.

(f) Reorganisation

If, prior to the Expiry Date, the issued capital of the Company is reorganised, all rights of an Optionholder are to be changed in a manner consistent with the Corporations Act and any requirements with the ASX Listing Rules applying to a reorganisation of capital at the time of the reorganisation.

(g) Participation in new issues

- (i) There are no participating rights or entitlements inherent in the Options.
- (ii) An Optionholder will not be entitled to participate in new issues of securities offered to Shareholders during the currency of the Options except to the extent that Options are exercised prior to the 'record date' for determining entitlements for the new issue.

(h) Change in exercise price

An Option does not confer on the holder any right to a change in exercise price or a change in the number of underlying securities over which the Option can be exercised.

(i) Transferability

The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australia securities law.

(j) Agreement to be bound

By lodging an Exercise Notice, the Optionholder agrees to take the applicable Shares and agrees to be bound by the constitution of the Company.

(k) Lapse

The Options lapse or are deemed to lapse 90 days after the Optionholder ceases to be an executive of any and all of Nusantara and its subsidiaries, unless the Board determines otherwise before the end of the 90 day period that the Options do not lapse until the Expiry Date or such earlier date as set out in paragraph (l) below (if applicable).

(l) Takeover

If any takeover bid (including by way of scheme of arrangement or otherwise) is publicly announced in respect of Nusantara, then the following provisions apply in relation to the takeover bid:

- (i) Nusantara must promptly give written notice of the takeover bid to the Optionholder whereupon all Options (which have not otherwise lapsed, expired or vested), notwithstanding anything contrary, will automatically vest notwithstanding any vesting conditions have not been met, and must be exercised at any time prior to the expiry of the later of:
  - (A) 60 days after receiving such notice; and
  - (B) the date that a takeover bid (which is recommended for acceptance by the Board) becomes unconditional (**Takeover Exercise Period**) or, if applicable, within the further seven-day period referred to in (iii) below.

The dates referred to in paragraph (l) (i) (A) and (B) above only apply where they occur before the Expiry Date. For the avoidance of doubt, where the Expiry Date occurs before a date referred to in paragraph (l) (i) (A) or (B) above, the Options must be exercised on or before the Expiry Date.

- (ii) If, during the Takeover Exercise Period, the person making the takeover bid (**Bidder**) offers to grant options in the capital of the bidder (**Replacement Options**) to the Optionholder (and, for the avoidance of doubt, this does not obligate Nusantara in any way to procure such an offer from the Bidder) in consideration for the cancellation or acquisition of the Options, the Optionholder may, in their discretion, accept such Replacement Options instead of exercising their Options.
- (iii) If no offer of Replacement Options is made during the Takeover Exercise Period and accepted, the Optionholder has (other than in the case of a scheme of arrangement) a further seven days' grace period in which to exercise their Options (**Grace Period**), whereupon unexercised Options will lapse at the end of the Grace Period. For the avoidance of doubt, where the Expiry Date occurs before the end of the Grace Period, the Options lapse on the Expiry Date. In the case of a scheme of arrangement, the Options will lapse at the end of the Takeover Exercise Period.
- (iv) If the takeover bid lapses or is withdrawn or closes without being recommended for acceptance by the Board, whether the bid is conditional or unconditional, then the provisions of all the paragraphs hereof will revive in respect of any unexercised Options which Options will remain on foot.

This page has been left blank intentionally

This page has been left blank intentionally

## Need assistance?



**Phone:**

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



**Online:**

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



## YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **11:00am (WST)**  
**Monday, 4 November 2019**

# 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.

## ATTENDING THE MEETING

**If you are attending in person, please bring this form with you to assist registration.**

### Corporate Representative

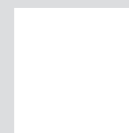
If a representative of a corporate securityholder or proxy is to attend the meeting you will need to provide the appropriate "Appointment of Corporate Representative" prior to admission. A form may be obtained from Computershare or online at [www.investorcentre.com](http://www.investorcentre.com) under the help tab, "Printable Forms".

## Lodge your Proxy Form:

### Online:

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

Your secure access information is



**Control Number: 183457**

**SRN/HIN:**

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

### By Mail:

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

### By Fax:

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



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

☐ **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.

# Proxy Form

Please mark ☒ to indicate your directions

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

I/We being a member/s of Nusantara Resources 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 General Meeting of Nusantara Resources Limited to be held at Nusantara Resources Limited on the Ground Floor, 20 Kings Park Road, West Perth, Western Australia on Wednesday, 6 November 2019 at 11:00am (WST) and at any adjournment or postponement of that meeting.

**Authority for Chairman to vote undirected proxies on remuneration related resolutions:** Where the Chairman of the Meeting is my/our proxy, either by appointment or by default, and I/we have not indicated my/our voting instructions below, I/we are expressly authorising the Chairman of the Meeting to exercise the proxy in respect of each of Resolutions 1 and 2 even though the Resolutions are concerned directly or indirectly with the remuneration of a member of the Company's 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 and 2 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
1 Grant of Related Party Options to Director – Mr Greg Foulis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Grant of Related Party Options to Director – Mr Neil Whitaker	<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