

# **VENTURE MINERALS LIMITED**

## **ACN 119 678 385**

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## **SUPPLEMENTARY PROSPECTUS**

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### **IMPORTANT INFORMATION**

This is a supplementary prospectus (**Supplementary Prospectus**) intended to be read with the prospectus dated 20 May 2019 (**Prospectus**), issued by Venture Minerals Limited (ACN 119 678 385) (**Company**).

This Supplementary Prospectus is dated 24 May 2019 and was lodged with ASIC on that date. The ASIC, the ASX and their respective officers take no responsibility for the contents of this Supplementary Prospectus.

This Supplementary Prospectus should be read together with the Prospectus. Other than as set out below, all details in relation to the Prospectus remain unchanged. Terms and abbreviations defined in the Prospectus have the same meaning in this Supplementary Prospectus. If there is a conflict between the Prospectus and this Supplementary Prospectus, this Supplementary Prospectus will prevail.

This Supplementary Prospectus will be available with the Prospectus as an electronic prospectus and may be accessed on the Company's website at [www.ventureminerals.com.au](http://www.ventureminerals.com.au) and the Company will send a copy of this Supplementary Prospectus to all Applicants who have applied for Securities under the Prospectus to the date of this Supplementary Prospectus.

This is an important document and should be read in its entirety. If you do not understand it you should consult your professional advisers without delay.

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## 1. REASONS FOR THE SUPPLEMENTARY PROSPECTUS

On 23 May 2019, the Company entered into an agreement with Patersons Securities Limited (**Underwriter** or **Patersons**) pursuant to which Patersons has agreed to fully underwrite the Offer (which comprises both the Institutional Offer and Retail Offer) for the amount of \$4,164,896 (**Underwritten Amount**), being 208,244,802 Shares (**Underwriting**):

The Company issues this Supplementary Prospectus to set out the impact of the Underwriting on the Prospectus.

To the extent that the Prospectus and this Supplementary Prospectus are inconsistent, the terms of this Supplementary Prospectus shall prevail.

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## 2. UNDERWRITING AGREEMENT

### 2.1 Summary of material terms of Underwriting Agreement

By an agreement between the Underwriter and the Company (**Underwriting Agreement**), the Underwriter agrees to fully underwrite the Offer for 208,244,802 Shares (**Underwritten Shares**).

The Underwriting of the Retail Offer is subject to and conditional upon, among other standard conditions, the Company completing the issue of the Shares and New Options comprising the Institutional Offer by Wednesday, 31 May 2019.

In addition to the fees payable to the Underwriter for its services as lead manager to the Offer (refer to Section 8.4 of the Prospectus for details), pursuant to the Underwriting Agreement, the Company has agreed to pay the Underwriter an underwriting fee of 4% of the amount raised under the Offer.

The Company will also pay and will indemnify and keep indemnified the Underwriter against and in relation to, all reasonable costs and expenses of and incidental to the Underwriting.

Subject to compliance with section 606 of the Corporations Act, the Underwriter may procure such persons to sub-underwrite the Underwritten Shares as the Underwriter in its sole and absolute discretion thinks fit, however none of whom will be related parties of the Company.

The obligation of the Underwriter to underwrite the Underwritten Shares is subject to certain events of termination. The Underwriter may terminate its obligations under the Underwriting Agreement if:

- (a) **Indices fall:** any of the S&P/ASX 200 Index or the S&P/ASX Materials Index as published by the ASX is at any time after the date of the Underwriting Agreement 7.5% or more below its level at the close of business on the business day prior to the date of execution of the Underwriting Agreement for more than 2 consecutive business days; or
- (b) **Share price:** the Shares quoted on the ASX and trading under the ASX code "VMS" trade at any time at a price less than the issue price of the Offer; or
- (c) **Prospectus:** the Prospectus is withdrawn by the Company; or

- (d) **Copies of Prospectus:** the Company fails to provide copies of the Prospectus to the Underwriter as and when required and such failure is not remedied within 2 days; or
- (e) **No Official Quotation:** Official Quotation has not been granted by 27 June 2019 or, having been granted, is subsequently withdrawn, withheld or qualified; or
- (f) **Supplementary Prospectus:**
  - (i) the Underwriter forms the view on reasonable grounds that a supplementary prospectus or replacement prospectus should be lodged with ASIC and the Company fails to lodge a supplementary or replacement prospectus in such form and content and within such time as the Underwriter may reasonably require; or
  - (ii) the Company lodges a supplementary or replacement prospectus without the prior written approval of the Underwriter; or
- (g) **Non-compliance with disclosure requirements:** it transpires that the Prospectus does not contain all the information required by section 713 of the Corporations Act;
- (h) **Misleading prospectus:** it transpires that there is a statement in the Prospectus that is misleading or deceptive or likely to mislead or deceive, or that there is an omission from the Prospectus;
- (i) **Restriction on issue:** the Company is prevented from issuing the Underwritten Shares within the time required by the Underwriting Agreement, the Corporations Act, the Listing Rules, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi-governmental agency or authority;
- (j) **Withdrawal of consent:** any person (other than the Underwriter) who has previously consent to the inclusions of its name in the Prospectus or to be named in the Prospectus, withdraws that consent;
- (k) **ASIC application:** an application is made by ASIC for an order under section 1324B or any other provision of the Corporations Act in relation to the Prospectus, the deadline for the Company providing notice of the shortfall to the Retail Offer has arrived, and that application has not been dismissed or withdrawn;
- (l) **ASIC hearing:** ASIC gives notice of its intention to hold a hearing under section 739 or any other provision of the Corporations Act in relation to the Prospectus to determine if it should make a stop order in relation to the Prospectus or the ASIC makes an interim or final stop order in relation to the Prospectus under section 739 or any other provision of the Corporations Act;
- (m) **Takeovers Panel:** the Takeovers Panel makes a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under Pt. 6.10 of the Corporations Act, or an application for such a declaration is made to the Takeovers Panel;

- (n) **Hostilities:** there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of this Agreement involving one or more of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, the United States of America, India, Pakistan, or the Peoples Republic of China, Israel or any member of the European Union, or a terrorist act is perpetrated on any of those countries or any diplomatic, military, commercial or political establishment of any of those countries anywhere in the world;
- (o) **Authorisation:** any authorisation which is material to anything referred to in the Prospectus is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter;
- (p) **Indictable offence:** a director or senior manager of the Company or any of its subsidiaries (**Relevant Company**) is charged with an indictable offence;
- (q) **Termination events:** upon the occurrence of one of the following events, provided that, in the reasonable opinion of the Underwriter reached in good faith, the occurrence of a termination event has or is likely to have, or two or more termination events together have or are likely to have a material adverse effect or could give rise to a liability of the Underwriter under the Corporations Act or otherwise:
  - (i) **Default:** default or breach by the Company under the Underwriting Agreement of any terms, condition, covenant or undertaking;
  - (ii) **Incorrect or untrue representation:** any representation or warranty or undertaking given by the Company is or becomes untrue or incorrect;
  - (iii) **Contravention of constitution or Act:** a contravention by a Relevant Company of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;
  - (iv) **Adverse change:** an event occurs which gives rise to a material adverse effect in relation to the Company's assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of any Relevant Company;
  - (v) **Error in Due Diligence Results:** it transpires that any of the due diligence results or any part of the verification material in relation to the Prospectus was false, misleading or deceptive or that there was an omission from them that is materially adverse from the point of view of an investor;
  - (vi) **Significant change:** a "new circumstance" as referred to in section 719(1) of the Corporations Act arises that is materially adverse from the point of view of an investor;
  - (vii) **Public statements:** without the prior approval of the Underwriter a public statement is made by the Company in relation to the Offer or the Prospectus other than a statement the Company is required to make in order to comply with its disclosure obligations under the Listing Rules and/or the Corporations Act;

- (viii) **Misleading information:** any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offer or the affairs of any Relevant Company is or becomes misleading or deceptive or likely to mislead or deceive;
- (ix) **Official Quotation qualified:** the official quotation is qualified or conditional other than as prescribed in the Underwriting Agreement;
- (x) **Change in Act or policy:** there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy that has not been publicly disclosed or proposed as at the date of the Underwriting Agreement;
- (xi) **Prescribed Occurrence:** a specified Prescribed Occurrence (as defined below) occurs, other than as disclosed in the Prospectus;
- (xii) **Suspension of debt payments:** the Company suspends payment of its debts generally;
- (xiii) **Event of Insolvency:** an event of insolvency occurs in respect of a Relevant Company;
- (xiv) **Judgment against a Relevant Company:** a judgment in an amount exceeding \$25,000 is obtained against a Relevant Company and is not set aside or satisfied within 7 days;
- (xv) **Litigation:** litigation, arbitration, administrative or industrial proceedings are after the date of the Underwriting Agreement commenced against any Relevant Company, other than any claims foreshadowed in the Prospectus;
- (xvi) **Board and senior management composition:** there is a change in the composition of the Board or a change in the senior management of the Company before the date of issue of the Underwritten Shares without the prior written consent of the Underwriter (such consent not to be unreasonably withheld);
- (xvii) **Change in shareholdings:** there is a material change in the major or controlling shareholdings of a Relevant Company (other than as a result of the Offer or a matter disclosed in the Prospectus) or a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to a Relevant Company;
- (xviii) **Timetable:** there is a delay in any specified date in the Prospectus timetable which is greater than 3 Business Days;
- (xix) **Force Majeure:** a force majeure affecting the Company's business or any obligation under the Underwriting Agreement lasting in excess of 7 days occurs;

- (xx) **Certain resolutions passed:** a Relevant Company passes or takes any steps to pass a resolution under Section 254N, Section 257A or Section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of the Underwriter;
- (xxi) **Capital Structure:** any Relevant Company alters its capital structure in any manner not contemplated by the Prospectus;
- (xxii) **(Investigation):** any person is appointed under any legislation in respect of companies to investigate the affairs of a Related Company;
- (xxiii) **(Market Conditions):** a suspension or material limitation in trading generally on ASX occurs or any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, Japan, the United Kingdom, the United States of America or other international financial markets;
- (xxiv) **(Financial, economic or political adverse change):** any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, Japan, China, the United Kingdom, the United States of America, or any member of the European Union, or the international financial markets or any material adverse change occurs in national or international political, financial or economic conditions, in each case the effect of which is that, it is impracticable to market the new issue or to enforce any contract to issue and allot the new securities or that the success of the new issue is likely to be adversely affected;
- (xxv) **(Government Agency action):** any Government agency commences any public action, hearing or investigation against the Company or any of its directors in their capacity as a director of the Company or announces that it intends to take such action; or
- (xxvi) **(Suspension):** the Company is removed from the Official List of ASX or the Shares become suspended from Official Quotation and that suspension is not lifted within 24 hours following such suspension.

The Underwriting Agreement also contains a number of indemnities, representations and warranties from the Company to the Underwriter that are considered standard for an agreement of this type.

For the purposes of this Section 2.1 "Prescribed Occurrence" means:

- (a) a Relevant Company converting all or any of its shares into a larger or smaller number of shares;
- (b) a Relevant Company resolving to reduce its share capital in any way;
- (c) a Relevant Company:
  - (i) entering into a buy-back agreement or;

- (ii) resolving to approve the terms of a buy-back agreement under section 257C or 257D of the Corporations Act;
- (d) a Relevant Company making an issue of, or granting an option to subscribe for, any of its shares, or agreeing to make such an issue or grant such an option, other than an issue or agreement to issue in accordance with the Offer or the terms of the Underwriting Agreement;
- (e) a Relevant Company issuing, or agreeing to issue, convertible notes;
- (f) a Relevant Company disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
- (g) a Relevant Company charging, agreeing to charge, the whole, or a substantial part, of its business or property;
- (h) a Relevant Company resolving that it be wound up;
- (i) the appointment of a liquidator or provisional liquidator to a Relevant Company;
- (j) the making of an order by a court for the winding up of a Relevant Company;
- (k) an administrator of a Relevant Company, being appointed under section 436A, 436B or 436C of the Corporations Act;
- (l) a Relevant Company executing a deed of company arrangement; or
- (m) the appointment of a receiver, or a receiver and manager, in relation to the whole, or a substantial part, of the property of a Relevant Company.

## 2.2 Effect of the Underwriting on control of the Company

The Underwriter is not presently a Shareholder of the Company. The extent to which Shares are issued pursuant to the Underwriting will determine the extent of the Underwriters' voting power in the Company after the completion of the Offers.

The Underwriter is not a related party of the Company for the purpose of the Corporations Act. The Underwriter's present relevant interest and changes under several scenarios are set out in the table below.

Event	Shares held by Underwriter	Options held by Underwriter	Voting power of Underwriter <sup>1</sup> Undiluted	Voting power of Underwriter <sup>1</sup> Diluted
Date of Prospectus	Nil	Nil	Nil	Nil
Completion of the Offers (assuming Minimum Subscription)				
Fully subscribed	Nil	Nil	Nil	Nil
75% subscribed	52,601,201	26,300,601	6.5%	8.04%
50% subscribed	104,122,401	52,601,201	12.9%	15.98%
25% subscribed	156,183,602	78,091,801	19.35%	23.86%
0% subscribed	208,244,802	104,122,401	25.8%	31.85%

**Notes:**

1. Assuming a total of 806,948,607 Shares on issue following completion of the Offer and Placement.

The number of Shares held by the Underwriter and its voting power in the table above show the potential effect of the underwriting of the Offer. However, it is unlikely that no Shareholders will take up entitlements under the Offer. The underwriting obligation and therefore voting power of the Underwriter will reduce by a corresponding amount for the amount of entitlements under the Offer taken up by Shareholders. Furthermore, the voting power of the Underwriter will also be reduced to the extent that sub-underwriters take up any shortfall.

**2.3 Effect of the Sub-underwriting on control of the Company**

Republic Investment Management Pte Ltd (**Republic**), a substantial shareholder of the Company, has entered into a firm commitment letter with the Underwriter pursuant to which it has agreed to subscribe for its full Entitlement (32,778,757 Shares and 16,389,379 New Options) under the Offer. On the basis that the Offer is fully underwritten, the subscription by Republic will have no impact on the control of the Company.

It is a condition of the Underwriting Agreement that no entities will acquire, through participation in sub-underwriting the Underwritten Amount, a holding of Shares, or increase their holding, to an amount in excess of 20% of all the Shares on issue on completion of the Offer.

**2.4 Allocation of Shortfall Securities**

Details of the Shortfall Offer are set out in Section 4.14 of the Prospectus. Pursuant to this Supplementary Prospectus, the Shortfall Offer is amended such that the Underwriter has the right to determine to whom Shortfall Securities shall be issued and to what extent, at the Underwriter's absolute discretion, subject to the ASX Listing Rules and any restrictions under applicable law, to the extent of the Underwritten Amount.

**2.5 Effect of the Underwriting on expenses of the Offer**

As a result of the Underwriting, the total expenses of the Offer (as detailed in Section 8.8 of the Prospectus) will increase by approximately \$166,596 (being 4% of the amount raised under the Offer, as prescribed by the Underwriting Agreement).

Any increase to the expenses of the Offer will be met by a corresponding decrease to the funds allocated towards working capital for the purposes of the use of funds table in Section 5.1 of the Prospectus.



### 3. AMENDED TIMETABLE

The timetable included at Section 2 of the Prospectus is deleted and replaced by the following:

Event	Date
Request for trading halt Announcement of Offer Lodgement of Appendix 3B with ASX Lodgement of Prospectus with ASIC and ASX	20 May 2019
Institutional Offer opens	20 May 2019
Lodgement of Supplementary Prospectus and Announcement of Underwriting	24 May 2019 (pre market open)
Announcement of results of Institutional Offer	27 May 2019 (pre market open)
Trading halt (Suspension) lifted Trading resumes on an ex-entitlement basis	27 May 2019
Record Date for the Retail Offer	27 May 2019 (5:00pm WST)
Prospectus despatched to Shareholders Company announces the despatch has completed	30 May 2019
Opening Date for Retail Offer	30 May 2019
Settlement of Institutional Offer and Placement	31 May 2019
Updated Appendix 3B for Securities issued under Institutional Offer lodged (if required)	31 May 2019 (no later than 10:00am WST)
Quotation of Shares issued under the Institutional Offer and Placement	3 June 2019
Last day to extend Retail Offer closing date	18 June 2019
Closing Date of Offer	21 June 2019
Announcement of results of Retail Offer	26 June 2019
Updated Appendix 3B for Securities issued under the Retail Offer (if required)	28 June 2019 (no later than 10:00am WST)
Quotation of Shares and New Options issued under the Retail Offer (together with New Options issued under the Institutional Offer)	1 July 2019
Expected despatch of holding statements for retail holders	2 July 2019

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**4. CONSENTS**

Patersons has given its written consent to being named as Underwriter and Lead Manager to the Company in this Supplementary Prospectus and to the inclusion of the information and statements contained in Section 2 of this Supplementary Prospectus in the form and context in which the information and statements are included. Patersons has not withdrawn its consent prior to the lodgement of this Supplementary Prospectus with the ASIC.

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**5. TREATMENT OF EXISTING APPLICATIONS FOR SHARES UNDER THE OFFERS**

The Directors believe that the changes set out in this Supplementary Prospectus are not materially adverse from the point of view of an investor because the Directors believe that the benefit of the Underwriting outweighs any costs to the Company or to investors generally.

Accordingly, no action needs to be taken if you have already subscribed for Securities under the Prospectus. A copy of this Supplementary Prospectus will be available on the Company's website and the Company will send a letter to all Applicants who have subscribed for Securities under the Prospectus to the date of this Supplementary Prospectus advising them of the Supplementary Prospectus.

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**6. DIRECTORS' AUTHORISATION**

This Supplementary Prospectus is issued by the Company and its issue has been authorised by a resolution of the Directors.

In accordance with Section 720 of the Corporations Act, each Director has consented to the lodgement of this Supplementary Prospectus with the ASIC.



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**Andrew Radonjic**  
**Managing Director**  
**For and on behalf of**  
**Venture Minerals Limited**