

Sanjay Loyalka  
Director  
12 October 2018

**SHREE MINERALS LIMITED**  
**ACN 130 618 683**

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**ENTITLEMENT ISSUE PROSPECTUS**

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For a non-renounceable entitlement issue of 1 Share for every 1 Share held by those Shareholders registered at the Record Date at an issue price of \$0.005 per Share to raise up to \$1,421,842 (based on the number of Shares on issue as at the date of this Prospectus) (**Offer**).

The Offer is fully underwritten by DJ Carmichael Pty Limited (**Underwriter**). Refer to Section 8.4 for details regarding the terms of the Underwriting Agreement.

**IMPORTANT NOTICE**

This document is important and should be read in its entirety. If after reading this Prospectus you have any questions about the securities being offered under this Prospectus or any other matter, then you should consult your stockbroker, accountant or other professional adviser.

The Shares offered by this Prospectus should be considered as speculative.

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## 1. CORPORATE DIRECTORY

### Directors

Sanjay Loyalka  
*Director*

Andy Lau  
*Non-Executive Director*

Amritlal Shah  
*Non-Executive Director*

Davide Bosio  
*Non-Executive Director*

### Registered Office

Unit 38  
18 Stirling Highway  
Nedlands WA 6009

Telephone: +61 8 6150 7565  
Facsimile: +61 8 9389 1199

Email: [info@shreeminerals.com](mailto:info@shreeminerals.com)  
Website: [www.shreeminerals.com](http://www.shreeminerals.com)

### Company Secretary

Sanjay Loyalka

### Share Registry\*

Boardroom Pty Limited  
Level 12  
225 George Street  
Sydney NSW 2000

Telephone: +61 2 9290 9600  
Facsimile: +61 2 9279 0664

### Solicitors

Steinepreis Paganin  
Lawyers and Consultants  
Level 4, The Read Buildings  
16 Milligan Street  
Perth WA 6000

### Auditor\*

Stantons International  
Level 2  
1 Walker Avenue  
West Perth WA 6005

### Underwriter and Lead Manager

DJ Carmichael Pty Limited  
Level 14  
191 St Georges Terrace  
Perth WA 6000

\*This entity is included for information purposes only. It has not been involved in the preparation of this Prospectus and has not consented to being named in this Prospectus.

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## 2. TIMETABLE

Lodgement of Prospectus with the ASIC	12 October 2018
Lodgement of Prospectus & Appendix 3B with ASX	15 October 2018
Notice sent to Shareholders	15 October 2018
Ex date	17 October 2018
Record Date for determining Entitlements	18 October 2018
Prospectus sent out to Shareholders & Company announces this has been completed	22 October 2018
Last date to extend the Closing Date	16 November 2018
Closing Date*	21 November 2018
Shares quoted on a deferred settlement basis	22 November 2018
ASX notified of under subscriptions	26 November 2018
Issue date/Shares entered into Shareholders' security holdings	28 November 2018
Quotation of Shares issued under the Offer*	29 November 2018

\*The Directors may extend the Closing Date by giving at least 3 Business Days notice to ASX prior to the Closing Date. As such the date the Shares are expected to commence trading on ASX may vary.

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### **3. IMPORTANT NOTES**

This Prospectus is dated 12 October 2018 and was lodged with the ASIC on that date. The ASIC, ASX and their respective officers take no responsibility for the contents of this Prospectus or the merits of the investment to which this Prospectus relates.

No Shares may be issued on the basis of this Prospectus later than 13 months after the date of this Prospectus.

No person is authorised to give information or to make any representation in connection with this Prospectus, which is not contained in the Prospectus. Any information or representation not so contained may not be relied on as having been authorised by the Company in connection with this Prospectus.

It is important that investors read this Prospectus in its entirety and seek professional advice where necessary. The Shares the subject of this Prospectus should be considered highly speculative.

Applications for Shares offered pursuant to this Prospectus can only be submitted on an original Entitlement and Acceptance Form or Shortfall Application Form.

This Prospectus is a transaction specific prospectus for an offer of continuously quoted securities (as defined in the Corporations Act) and has been prepared in accordance with section 713 of the Corporations Act. It does not contain the same level of disclosure as an initial public offering prospectus. In making representations in this Prospectus regard has been had to the fact that the Company is a disclosing entity for the purposes of the Corporations Act and certain matters may reasonably be expected to be known to investors and professional advisers whom potential investors may consult.

#### **3.1 Investment Advice**

This Prospectus does not provide investment advice and has been prepared without taking account of your financial objectives, financial situation, or particular needs (including financial or taxation issues). You should seek professional investment advice before subscribing for Shares under this Prospectus.

#### **3.2 Risk factors**

Potential investors should be aware that subscribing for Shares in the Company involves a number of risks. The key risk factors of which investors should be aware are set out in Section 7 of this Prospectus. These risks together with other general risks applicable to all investments in listed securities not specifically referred to, may affect the value of the Shares in the future. Accordingly, an investment in the Company should be considered highly speculative. Investors should consider consulting their professional advisers before deciding whether to apply for Shares pursuant to this Prospectus.

#### **3.3 Forward-looking Statements**

This Prospectus contains forward-looking statements which are identified by words such as 'may', 'could', 'believes', 'estimates', 'targets', 'expects', or 'intends' and other similar words that involve risks and uncertainties.

These statements are based on an assessment of present economic and operating conditions, and on a number of assumptions regarding future events and actions that, as at the date of this Prospectus, are expected to take place.

Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of our Company, the Directors and our management.

We cannot and do not give any assurance that the results, performance or achievements expressed or implied by the forward-looking statements contained in this prospectus will actually occur and investors are cautioned not to place undue reliance on these forward-looking statements.

We have no intention to update or revise forward-looking statements, or to publish prospective financial information in the future, regardless of whether new information, future events or any other factors affect the information contained in this prospectus, except where required by law.

These forward-looking statements are subject to various risk factors that could cause our actual results to differ materially from the results expressed or anticipated in these statements. These risk factors are set out in Section 7 of this Prospectus.

### **3.4 Disclaimer**

No person is authorised to give information or to make any representation in connection with the Offer described in this Prospectus, which is not contained in this Prospectus. Any information or representation not so contained may not be relied on as having been authorised by the Company in connection with the Offer. You should rely only on information in this Prospectus.

### **3.5 Website**

No document or information included on the Company's website is incorporated by reference into this Prospectus.

### **3.6 Persons in the People's Republic of China**

The information in this Prospectus does not constitute a public offer of Shares, whether by way of sale or subscription, in the People's Republic of China (**PRC**) (excluding, for the purposes of this paragraph, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan). The Shares may not be offered or sold directly or indirectly in the PRC to legal or natural persons other than directly to "qualified domestic institutional investors".

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## **4. DETAILS OF THE OFFER**

### **4.1 The Offer**

The Offer is being made as a non-renounceable entitlement issue of 1 Share for every 1 Share held by Shareholders registered at the Record Date at an issue price of \$0.005 per Share. Fractional entitlements will be rounded up to the nearest whole number.

Based on the capital structure of the Company as at the date of this Prospectus, a maximum of 284,368,446 Shares will be issued pursuant to this Offer to raise up to \$1,421,842.

All of the Shares offered under this Prospectus will rank equally with the Shares on issue at the date of this Prospectus. Please refer to Section 6 for further information regarding the rights and liabilities attaching to the Shares.

The purpose of the Offer and the intended use of funds raised are set out in Section 5.1 of this Prospectus.

### **4.2 Minimum subscription**

There is no minimum subscription.

### **4.3 Acceptance**

Your acceptance of the Offer can be made by following the instructions outlined on the Entitlement and Acceptance Form accompanying this Prospectus. Your acceptance must not exceed your Entitlement as shown on that form. If it does, your acceptance will be deemed to be for the maximum Entitlement.

You may participate in the Offer as follows:

- (a) accept your **full** Entitlement; or
- (b) accept **part** of your Entitlement; or
- (c) if you do not wish to accept all or part of your Entitlement, you are not obliged to do anything.

The Offer is non-renounceable. Accordingly, a Shareholder may not sell or transfer all or part of their Entitlement.

### **4.4 Payment**

#### **By cheque/bank draft**

All cheques must be drawn on an Australian bank or bank draft made payable in Australian currency to "Shree Minerals Limited – Entitlement Issue Account" and crossed "Not Negotiable".

Your completed Entitlement and Acceptance Form and cheque must reach the Company's share registry no later than 5:00 pm WST on the Closing Date.

## By BPAY®

For payment by BPAY®, please follow the instructions on the Entitlement and Acceptance Form. You can only make a payment via BPAY® if you are the holder of an account with an Australian financial institution that supports BPAY® transactions. Please note that should you choose to pay by BPAY®:

- (a) you do not need to submit the Entitlement and Acceptance Form but are taken to have made the declarations on that Entitlement and Acceptance Form; and
- (b) if you do not pay for your Entitlement in full, you are deemed to have taken up your Entitlement in respect of such whole number of Shares which is covered in full by your application monies.

**It is your responsibility to ensure that your BPAY® payment is received by the share registry by no later than 4:00 pm (WST) on the Closing Date. You should be aware that your financial institution may implement earlier cut-off times with regards to electronic payment and you should therefore take this into consideration when making payment.** Any application monies received for more than your final allocation of Shares (only where the amount is \$1.00 or greater) will be refunded. No interest will be paid on any application monies received or refunded.

## 4.5 Lead Manager and Underwriting

DJ Carmichael Pty Limited (**DJ Carmichael**) has been appointed as the Lead Manager and Underwriter. Refer to Section 8.4 of this Prospectus for summaries of these respective agreements and fees payable to DJ Carmichael.

In addition, the Board notes that new Director, Mr Davide Bosio is the Managing Director of DJ Carmichael, although Mr Bosio does not control DJ Carmichael.

## 4.6 Effect on control of the Company

The Offer will result in the issue of new Shares and is fully underwritten by the Underwriter. Shareholders should be aware that the extent to which Shares are issued under the Underwriting Agreement could result in the Underwriter acquiring a voting power in the Company. 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	Voting power of Underwriter
Date of Prospectus	Nil	Nil
Completion of Offer <sup>1</sup>		
• Fully subscribed by Shareholders	Nil	Nil
• 75% subscribed by Shareholders	71,092,112	12.50%
• 50% subscribed by Shareholders	142,184,223	25.00%

• 25% subscribed by Shareholders	213,276,335	37.50%
• 0% subscribed by Shareholders	284,368,446	50.00%

**Notes:**

1. The above table assumes that fees payable by the Company to the Underwriter are paid in cash and not via the issue of Shares. In the event the Company issues Shares in satisfaction of fees payable to the Underwriter, then the voting power of the Underwriting would increase by a corresponding amount depending on the amount of the fees payable.

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, Shareholders should note the following:

- (a) the Offer is being extended and made available to jurisdictions covering approximately 96% of all Shareholders as at the date of this Prospectus;
- (b) the Offer has been priced at a price that is attractive to all eligible Shareholders to participate in the Offer;
- (c) the Underwriter has confirmed to the Company that it has entered into sub-underwriting agreements for all of its underwriting commitment under the Underwriting Agreement. Where any sub-underwriters fail to meet their sub-underwriting commitments, the Underwriter will be contractually obligated to subscribe for those Shares, however it is not reasonably anticipated that such numbers of sub-underwriters would fail to meet their sub-underwriting commitments such that it could impact on the control of the Company by virtue of the Underwriter acquiring an interest greater than 20%; and
- (d) it is a term of the Underwriting Agreement that the Underwriter will ensure that no sub-underwriter will acquire a voting power in the Company greater than 20% as a result of sub-underwriting the Offer.

**4.7 Dilution**

In addition to the potential control impacts, Shareholders should note that if they do not participate in the Offer, their holdings are likely to be diluted by approximately 50% (as compared to their holdings and number of Shares on issue as at the date of the Prospectus). Examples of how the dilution may impact Shareholders is set out in the table below:

Holder	Holding as at Record date	% at Record Date	Entitlements under the Offer	Holdings if Offer not taken Up	% post Offer
Shareholder 1	10,000,000	3.52%	10,000,000	10,000,000	1.76%
Shareholder 2	5,000,000	1.76%	5,000,000	5,000,000	0.88%
Shareholder 3	1,500,000	0.53%	1,500,000	1,500,000	0.26%
Shareholder 4	400,000	0.14%	400,000	400,000	0.07%
Shareholder 5	50,000	0.02%	50,000	50,000	0.01%
Total	284,368,446		284,368,446		568,736,892

**Notes:**

1. The dilutionary effect shown in the table is the maximum percentage on the assumption that those Entitlements not accepted are placed under the Shortfall Offer. In the event all Entitlements are not accepted and some or all of the resulting Shortfall was not subsequently placed, the dilution effect for each Shareholder not accepting their Entitlement would be a lesser percentage.

**4.8 Shortfall Offer**

Any Entitlement not taken up pursuant to the Offer will form the Shortfall Offer.

The Shortfall Offer is a separate offer made pursuant to this Prospectus and will remain open for up to three months following the Closing Date. The issue price for each Share to be issued under the Shortfall Offer shall be \$0.005, being the price at which Shares have been offered under the Offer.

The placement of the Shortfall will be at the discretion of the Directors, in consultation with the Underwriter and subject to the terms and conditions of the Underwriting Agreement.

**4.9 ASX listing**

Application for Official Quotation of the Shares offered pursuant to this Prospectus will be made in accordance with the timetable set out at the commencement of this Prospectus. If ASX does not grant Official Quotation of the Shares offered pursuant to this Prospectus before the expiration of 3 months after the date of issue of the Prospectus, (or such period as varied by the ASIC), the Company will not issue any Shares and will repay all application monies for the Shares within the time prescribed under the Corporations Act, without interest.

The fact that ASX may grant Official Quotation to the Shares is not to be taken in any way as an indication of the merits of the Company or the Shares now offered for subscription.

**4.10 Issue of Shares**

Shares issued pursuant to the Offer will be issued in accordance with the ASX Listing Rules and timetable set out at the commencement of this Prospectus.

Shares issued pursuant to the Shortfall Offer will be issued on a progressive basis. Where the number of Shares issued is less than the number applied for, or where no issue is made surplus application monies will be refunded without any interest to the Applicant as soon as practicable after the closing date of the Shortfall Offer.

Pending the issue of the Shares or payment of refunds pursuant to this Prospectus, all application monies will be held by the Company in trust for the Applicants in a separate bank account as required by the Corporations Act. The Company, however, will be entitled to retain all interest that accrues on the bank account and each Applicant waives the right to claim interest.

Holding statements for Shares issued under the Offer will be mailed in accordance with the ASX Listing Rules and timetable set out at the commencement of this Prospectus and for Shortfall Shares issued under the Shortfall Offer as soon as practicable after their issue.

#### **4.11 Overseas shareholders**

This Offer does not, and is not intended to, constitute an offer in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or to issue this Prospectus.

It is not practicable for the Company to comply with the securities laws of overseas jurisdictions having regard to the number of overseas Shareholders, the number and value of Shares these Shareholders would be offered and the cost of complying with regulatory requirements in each relevant jurisdiction. Accordingly, the Offer is not being extended and Shares will not be issued to Shareholders with a registered address which is outside Australia, New Zealand, Singapore or the Peoples Republic of China.

##### **New Zealand**

The Shares are not being offered to the public within New Zealand other than to existing shareholders of the Company with registered addresses in New Zealand to whom the offer of these securities is being made in reliance on the transitional provisions of the Financial Markets Conduct Act 2013 (New Zealand) and the Securities Act (Overseas Companies) Exemption Notice 2013 (New Zealand).

This Prospectus has been prepared in compliance with Australian law and has not been registered, filed with or approved by any New Zealand regulatory authority. This document is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

##### **Singapore**

This Prospectus and any other materials relating to the Shares have not been, and will not be, lodged or registered as a prospectus in Singapore with the Monetary Authority of Singapore. Accordingly, this document and any other document or materials in connection with the offer or sale, or invitation for subscription or purchase, of Shares, may not be issued, circulated or distributed, nor may these securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore except pursuant to and in accordance with exemptions in Subdivision (4) Division 1, Part XIII of the Securities and Futures Act, Chapter 289 of Singapore (**SFA**), or as otherwise pursuant to, and in accordance with the conditions of any other applicable provisions of the SFA.

This Prospectus has been given to you on the basis that you are (i) an existing holder of the Company's Shares, (ii) an "institutional investor" (as defined in the SFA) or (iii) a "relevant person" (as defined in section 275(2) of the SFA). In the event that you are not an investor falling within any of the categories set out above, please return this document immediately. You may not forward or circulate this document to any other person in Singapore.

Any offer is not made to you with a view to Shares being subsequently offered for sale to any other party. There are on-sale restrictions in Singapore that may be applicable to investors who acquire Shares. As such, investors are advised to acquaint themselves with the SFA provisions relating to resale restrictions in Singapore and comply accordingly.

## **China**

The information in this Prospectus does not constitute a public offer of Shares, whether by way of sale or subscription, in the People's Republic of China (**PRC**) (excluding, for purposes of this paragraph, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan). The Shares may not be offered or sold directly or indirectly in the PRC to legal or natural persons other than directly to "qualified domestic institutional investors".

If you are in the People's Republic of China, you are a "qualified domestic institutional investor" as approved by the relevant PRC regulatory authorities to invest in overseas capital markets.

### **Nominees and custodians**

Nominees and custodians may not submit an Entitlement and Acceptance Form on behalf of any Shareholder resident outside Australia and New Zealand without the prior consent of the Company, taking into account relevant securities law restrictions. Return of a duly completed Entitlement and Acceptance Form will be taken by the Company to constitute a representation that there has been no breach of those regulations.

#### **4.12 Enquiries**

Any questions concerning the Offer should be directed to Sanjay Loyalka, Company Secretary, on +61 8 6150 7565.

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## 5. PURPOSE AND EFFECT OF THE OFFER

### 5.1 Purpose of the Offer

The purpose of the Offer is to raise up to \$1,421,842 before costs.

The funds raised from the Offer are planned to be used in accordance with the table set out below:

Item	Proceeds of the Offer	Full Subscription (\$)	%
1.	Funding for Nelson Bay River Iron project	250,000	17.58
2.	Exploration and new opportunities evaluation <sup>1</sup>	250,000	17.58
3.	Expenses of the Offer <sup>2</sup>	120,406	8.47
4.	Working capital	801,436	56.37
	<b>Total</b>	<b>1,421,842</b>	<b>100</b>

#### Notes:

1. This figure includes \$10,000 to be paid to Carmichael Prospecting Company Pty Limited for the option agreement over the Golden Chimney project and Karramindie Gold project exploration licence applications as announced by the Company on 4 October 2018.
2. Refer to Section 8.8 of this Prospectus for further details relating to the estimated expenses of the Offer. This amount includes fees payable to the Lead Manager and Underwriter.

The above table is a statement of current intentions as of the date of this Prospectus. As with any budget, intervening events (including exploration success or failure) and new circumstances have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way funds are applied on this basis.

### 5.2 Effect of the Offer

The principal effect of the Offer, assuming all Entitlements are accepted and no Options are exercised prior to the Record Date, will be to:

- (a) increase the cash reserves by \$1,301,436 (after deducting the estimated expenses of the Offer) immediately after completion of the Offer; and
- (b) increase the number of Shares on issue from 284,368,446 as at the date of this Prospectus to 568,736,892 Shares.

### 5.3 Pro-forma balance sheet

The audited balance sheet as at 30 June 2018 and the unaudited pro-forma balance sheet as at 12 October 2018 shown below have been prepared on the basis of the accounting policies normally adopted by the Company and reflect the changes to its financial position.

The pro-forma balance sheet has been prepared assuming all Entitlements are accepted and including expenses of the Offer.

The pro-forma balance sheet has been prepared to provide investors with information on the assets and liabilities of the Company and pro-forma assets and liabilities of the Company as noted below. The historical and pro-forma financial information is presented in an abbreviated form, insofar as it does not include all of the disclosures required by Australian Accounting Standards applicable to annual financial statements.

	Notes	AUDITED 30 JUNE 2018	PROFORMA 12 OCTOBER 2018
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	1,2,3,4	1,101,614	2,393,050
Receivables		24,089	24,089
<b>TOTAL CURRENT ASSETS</b>		<b>1,125,703</b>	<b>2,417,139</b>
<b>NON-CURRENT ASSETS</b>			
Exploration	4	0	10,000
Other		838,700	838,700
<b>TOTAL NON-CURRENT ASSETS</b>		<b>838,700</b>	<b>848,700</b>
<b>TOTAL ASSETS</b>		<b>1,964,403</b>	<b>3,265,839</b>
<b>CURRENT LIABILITIES</b>			
Trade and other payables		962,779	962,779
Provisions		8,538	8,538
<b>TOTAL CURRENT LIABILITIES</b>		<b>971,317</b>	<b>971,317</b>
<b>NON-CURRENT LIABILITIES</b>			
Rehabilitation provision		827,000	827,000
<b>TOTAL NON-CURRENT LIABILITIES</b>		<b>827,000</b>	<b>827,000</b>
<b>TOTAL LIABILITIES</b>		<b>1,798,317</b>	<b>1,798,317</b>
<b>NET ASSETS (LIABILITIES)</b>		<b>166,086</b>	<b>1,467,522</b>
<b>EQUITY</b>			
Contributed equity	1,2,3	17,897,567	19,109,003
Reserves		284,587	284,587
Retained profits (losses)		(18,016,068)	(18,016,068)
<b>TOTAL EQUITY</b>		<b>166,086</b>	<b>1,467,522</b>

**Notes:**

1. Assuming the Company raises \$1,421,842 before costs under the Offer.
2. Assuming other costs of the Offer are \$35,095.
3. Assuming the fees payable to the Lead Manager and Underwriter are \$85,311.
4. Assuming payment to Carmichael Prospecting Company Pty Limited for the option agreement over the Golden Chimney project and Karramindie Gold project exploration licence applications is \$10,000 is made immediately upon completion of the Offer.

## 5.4 Effect on capital structure

The effect of the Offer on the capital structure of the Company, assuming all Entitlements are accepted and no Options are exercised prior to the Record Date, is set out below.

### Shares

	Number
Shares currently on issue	284,368,446
Shares offered pursuant to the Offer	284,368,446
<b>Total Shares on issue after completion of the Offer</b>	<b>568,736,892</b>

No Shares on issue are subject to escrow restrictions, either voluntary or ASX imposed.

The Company does not currently have any listed or unlisted Options on issue.

## 5.5 Details of substantial holders

Based on publicly available information as at 12 October 2018, those persons which (together with their associates) have a relevant interest in 5% or more of the Shares on issue are set out below:

Shareholder	Shares	%
RB Investments Pte Ltd	172,621,723	60.70%
Sanjay Loyalka <sup>1</sup>	26,474,078	9.31%
China Alliance International Holdings Group <sup>2</sup>	23,223,632	8.17%
Oceania Coal Resources NL	15,000,000	5.27%

### Notes:

1. Sanjay Loyalka's relevant interest includes his direct interest in 565,000 Shares which Mr Loyalka holds personally and his indirect interest in IACG Pty Ltd, a company which Mr Loyalka's wife controls, which holds 25,809,078 Shares and his indirect interest in 100,000 Shares held by Mr Loyalka's wife personally, Rashmi Loyalka.
2. A company of which Andy Lau is Vice President and nominee of the board.

In the event all Entitlements are accepted there will be no change to the substantial holders on completion of the Offer.

## 5.6 Future Issues of Shares and Options post-completion of the Offer

As announced by the Company on 4 October 2018, subject to Shareholder approval, the Company:

- (a) has agreed to issue 13,000,000 Shares to Carmichael Prospecting Company Pty Limited, a wholly owned subsidiary of the Underwriter, upon exercise of the option agreement over the Golden Chimney project and the Karamindie Gold project exploration licence applications; and
- (b) has agreed to issue 30,000,000 Shares to Sanjay Loyalka, Andy Lau, Amritlal Shah and Rajesh Bothra (a previous Director), pursuant to these

parties agreeing to convert existing outstanding remuneration owing to them to Shares in addition to a cash payment of \$100,000.

In addition to the above, pursuant to the Mandate with the Lead Manager, as detailed in Section 8.4, the Company has agreed to offer 142,184,223 unlisted Options to the Lead Manager (or its nominees) which the Lead Manager can subscribe for at an issue price of \$0.0001 per Option to raise approximately \$14,218 (**Lead Manager Options**).

The Lead Manager Options will be exercisable at \$0.01 within 12 months from the date of issue.

The Company anticipates that details of the above Share issues and Lead Manager Options issue will be set out in the Company's notice of annual general meeting for Shareholders to consider at the Company's 2018 annual general meeting.

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## **6. RIGHTS AND LIABILITIES ATTACHING TO SHARES**

The following is a summary of the more significant rights and liabilities attaching to Shares being offered pursuant to this Prospectus. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Shareholders. To obtain such a statement, persons should seek independent legal advice.

Full details of the rights and liabilities attaching to Shares are set out in the Constitution, a copy of which is available for inspection at the Company's registered office during normal business hours.

### **6.1 General meetings**

Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company.

Shareholders may requisition meetings in accordance with section 249D of the Corporations Act and the Constitution of the Company.

### **6.2 Voting rights**

Subject to any rights or restrictions for the time being attached to any class or classes of shares, at general meetings of shareholders or classes of shareholders:

- (a) each Shareholder entitled to vote may vote in person or by proxy, attorney or representative;
- (b) on a show of hands, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder has one vote; and
- (c) on a poll, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder shall, in respect of each fully paid Share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for each Share held, but in respect of partly paid shares shall have such number of votes as bears the same proportion to the total of such Shares registered in the Shareholder's name as the amount paid (not credited) bears to the total amounts paid and payable (excluding amounts credited).

### **6.3 Dividend rights**

Subject to the rights of any preference Shareholders and to the rights of the holders of any shares created or raised under any special arrangement as to dividend, the Directors may from time to time declare a dividend to be paid to the Shareholders entitled to the dividend which shall be payable on all Shares according to the proportion that the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited) in respect of such Shares.

The Directors may from time to time pay to the Shareholders any interim dividends as they may determine. No dividend shall carry interest as against the Company. The Directors may set aside out of the profits of the Company any amounts that they may determine as reserves, to be applied at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.

Subject to the ASX Listing Rules and the Corporations Act, the Company may, by resolution of the Directors, implement a dividend reinvestment plan on such terms and conditions as the Directors think fit and which provides for any dividend which the Directors may declare from time to time payable on Shares which are participating Shares in the dividend reinvestment plan, less any amount which the Company shall either pursuant to the Constitution or any law be entitled or obliged to retain, be applied by the Company to the payment of the subscription price of Shares.

#### **6.4 Winding-up**

If the Company is wound up, the liquidator may, with the authority of a special resolution, divide among the Shareholders in kind the whole or any part of the property of the Company, and may for that purpose set such value as he considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the Shareholders or different classes of Shareholders.

The liquidator may, with the authority of a special resolution, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Shareholder is compelled to accept any shares or other securities in respect of which there is any liability.

#### **6.5 Shareholder liability**

As the Shares issued will be fully paid shares, they will not be subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

#### **6.6 Transfer of shares**

Generally, shares in the Company are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act and the ASX Listing Rules.

#### **6.7 Future increase in capital**

The issue of any new Shares is under the control of the Directors of the Company. Subject to restrictions on the issue or grant of securities contained in the ASX Listing Rules, the Constitution and the Corporations Act (and without affecting any special right previously conferred on the holder of an existing share or class of shares), the Directors may issue Shares as they shall, in their absolute discretion, determine.

#### **6.8 Variation of rights**

Under section 246B of the Corporations Act, the Company may, with the sanction of a special resolution passed at a meeting of Shareholders vary or abrogate the rights attaching to shares.

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not the Company is being wound up, may be varied or abrogated with the consent in writing of the holders of three quarters of the issued shares of that class, or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.

## **6.9 Alteration of constitution**

In accordance with the Corporations Act, the Constitution can only be amended by a special resolution passed by at least three quarters of Shareholders present and voting at the general meeting. In addition, at least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.

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## 7. RISK FACTORS

### 7.1 Introduction

The Shares offered under this Prospectus are considered highly speculative. An investment in the Company is not risk free and the Directors strongly recommend potential investors to consider the risk factors described below, together with information contained elsewhere in this Prospectus and to consult their professional advisers before deciding whether to apply for Shares pursuant to this Prospectus.

There are specific risks which relate directly to the Company's business. In addition, there are other general risks, many of which are largely beyond the control of the Company and the Directors. The risks identified in this Section, or other risk factors, may have a material impact on the financial performance of the Company and the market price of the Shares.

The following is not intended to be an exhaustive list of the risk factors to which the Company is exposed.

### 7.2 Company specific

#### (a) Potential for significant dilution

Upon implementation of the Offer, assuming all Entitlements are accepted and no Options are exercised prior to the Record Date the number of Shares in the Company will increase from 284,368,446 currently on issue to 568,736,892. This means that each Share will represent a significantly lower proportion of the ownership of the Company.

It is not possible to predict what the value of the Company or a Share will be following the completion of the Offer being implemented and the Directors do not make any representation as to such matters.

The last trading price of Shares on ASX prior to the prospectus being lodged of \$0.025 is not a reliable indicator as to the potential trading price of Shares after implementation of the Offer.

#### (b) Option Agreement and Grant of Exploration Licence Applications

As announced by the Company on 4 October 2018, the Company has been granted an option to acquire the Golden Chimney project and the Karamindie Gold project exploration licence applications (**Option Agreement**).

The exercise of the option under the Option Agreement is first subject to the granting of the relevant tenements by the Western Australian Department of Mines and Petroleum.

Subject to the granting of the tenements, there is also no guarantee that the Company will exercise its option and this will be decided after the Company has undertaken due diligence during the 6 month option period. If the tenements are not granted or the Company does not exercise the option, the Company would not proceed with this acquisition.

(c) **Status of existing iron ore project**

The Company's existing Nelson Bay Iron Ore Project has been on 'care and maintenance' for the past few years, caused as a result of the project becoming uneconomic due to the drop in the price of iron ore from its historical high levels a few years ago. The continuation of this project in the future is dependent upon many factors which are outside of the control of the Company including the price of iron ore in the open market, the costs associated with the re-commencement of mining and shipping of ore from the project site and any potential requirements or policies of the prevailing State Government in Tasmania at the relevant time.

(d) **Environmental Risks**

The operations and proposed activities of the Company are subject to State and Federal laws and regulations concerning the environment.

The Company may be unable to obtain and renew the approvals and licenses necessary for its operations, which would reduce its production, cash flow and profitability.

Mining companies must obtain and renew (among other things) numerous approvals licenses, operating permits and management plans that impose strict regulations on various environmental and safety matters in connection with ore mining. These include approvals and licenses issued by various agencies and regulatory bodies. The Company has experienced production delays, in the past, as a result of delays in obtaining operating permits. The approving rules are complex and may change over time, making its ability to comply with the applicable requirements more difficult or even impossible, thereby precluding continuing or future mining operations. Private individuals and the public have certain rights to comment upon, submit objections to, and otherwise engage in the approval process, including through court intervention. Accordingly, the approvals and licenses the Company need may not be issued, maintained or renewed, or may not be issued or renewed in a timely fashion, or may involve requirements that restrict its ability to conduct its mining operations. Additionally, these approvals, licenses and operating permits may be amended, or additional approvals, licenses and operating permits may be required imposing costly compliance conditions. An inability to conduct its mining operations pursuant to applicable approvals would reduce its production, cash flow, and profitability.

As set out in the Company's annual report for the year ended 30 June 2018, the current Tasmanian environmental permit is non-compliant and it is not practical to comply with current permit conditions relating to storage of potentially acid forming waste rock. In consultation and advice from Tasmanian government authorities, the Company is pursuing a new permit. The Tasmanian Environmental Protection Authority has also advised the Company to assess whether re-approval may necessitate a re-approval under the *Environment Protection and Biodiversity Conservation Act 1999*. There are uncertainties with the process for re-approval.

As with most exploration projects and mining operations, the Company's activities are expected to have an impact on the environment, particularly if advanced exploration or mine development

proceeds. It is the Company's intention to conduct its activities to the highest standard of environmental obligation, including compliance with all environmental laws.

In this regard, the regulatory bodies from time to time review the environmental bonds that are placed on tenements. The Directors are not in a position to state whether the outcome of such periodic reviews would be detrimental to the funding needs of the Company.

(e) **Iron Ore Production**

The Company's iron ore mining production and delivery is subject to conditions and events beyond its control, which could result in higher operating expenses and/or decreased production and sales.

The level of its production at these mines is subject to operating conditions and events beyond its control that could disrupt operations, affect production and the cost of mining and have a significant impact on the Company's operating results. Adverse operating conditions which could curtail or adversely impact its operations include:

- (i) delays and difficulties in acquiring, maintaining or renewing operating permits, licenses or mining rights;
- (ii) changes or variations in geologic conditions, such as the presence of faults, intrusions, changes in the thickness of the ore deposits and their quality, along with changes in the waste rock surrounding the ore body including changes in quantum of potentially acid forming (PAF) rock and changes in geotechnical conditions;
- (iii) mining and processing equipment failures and unexpected maintenance problems;
- (iv) limited availability of mining and processing equipment and parts from suppliers;
- (v) interruptions due to transportation delays or disruptions in the transport chain, whether road, rail, port, infrastructure or ocean freight;
- (vi) adverse weather and natural disasters, such as strong winds, heavy rains and flooding;
- (vii) the unavailability of qualified labour;
- (viii) shortages or delays in the availability of mining equipment;
- (ix) strikes and other labour-related interruptions; and
- (x) unexpected mine safety accidents.

### **7.3 Mining Industry specific**

(a) **Commodity Price Volatility and Exchange Rate Risks**

The revenue the Company will derive through the sale of commodities exposes the potential income of the Company to commodity price and

exchange rate risks. Commodity prices fluctuate and are affected by many factors beyond the control of the Company. Such factors include supply and demand fluctuations for various commodities, technological advancements, forward selling activities and other macro-economic factors.

Furthermore, international prices of various commodities are denominated in United States dollars, whereas the income and expenditure of the Company are and will be taken into account in Australian currency, exposing the Company to the fluctuations and volatility of the rate of exchange between the United States dollar and the Australian dollar as determined in international markets.

Currently, the operations at the Company's Nelson Bay River Project are suspended and on care and maintenance as a consequence of the general decrease in the price of iron ore over recent years from its previous highs. If the current iron ore prices continue and do not improve, this will have an adverse impact on the Company's ability to recommence operations. There is a risk that the iron ore prices may not improve and may further deteriorate.

(b) **Tenement applications and license renewal**

The Company cannot guarantee additional applications for tenements made by the Company will ultimately be granted, in whole or in part. Further the Company cannot guarantee that renewals of valid tenements will be granted on a timely basis, or at all. The Company has yet to receive regulatory and environmental approval to convert its exploration licences into production concessions. There is a risk that these approvals may not be obtained.

(c) **Resource Estimates**

Resource estimates are expressions of judgement based on knowledge, experience and industry practice. Estimates which were valid when originally calculated may alter significantly when new information or techniques become available. In addition, by their very nature, resource estimates are imprecise and depend to some extent on interpretations, which may prove to be inaccurate. As further information becomes available through additional fieldwork and analysis, the estimates are likely to change. This may result in alterations to development and mining plans which may, in turn, adversely affect the Company's operations.

(d) **Operating Risks**

The operations of the Company may be affected by various factors, including failure to locate or identify mineral deposits; failure to achieve predicted grades in exploration and mining; operational and technical difficulties encountered in mining; difficulties in commissioning and operating plant and equipment; mechanical failure or plant breakdown; unanticipated metallurgical problems which may affect extraction costs; adverse weather conditions; industrial and environmental accidents; industrial disputes; continued availability of port storage and ship loading facilities which may be impacted due to capacity constraints; and unexpected shortages or increases in the costs of consumables, spare parts, plant and equipment.

(e) **Ocean Freight Volatility**

The Company's net revenues are exposed to the prevailing ocean freight rates. Ocean freight rates fluctuate and are affected by many factors beyond the control of the Company.

(f) **Exploration, development, mining and processing risks**

The tenements of the Company are at various stages of exploration, and potential investors should understand that exploration and developments are high-risk undertakings.

There can be no assurance that exploration of these tenements, or any other tenements that may be acquired in the future, will result in the discovery of an economic deposit. Even if an apparently viable deposit is identified, there is no guarantee that it can be economically exploited.

The future exploration activities of the Company may be affected by a range of factors including geological conditions, limitations on activities due to seasonal weather patterns, unanticipated operational and technical difficulties, industrial and environmental accidents, native title process, changing government regulations and many other factors beyond the control of the Company.

The success of the Company will also depend upon the Company having access to sufficient development capital, being able to maintain title to its tenements and obtaining all required approvals for its activities. In the event that exploration programmes prove to be unsuccessful this could lead to a diminution in the value of the tenements, a reduction in the base reserves of the Company and possible relinquishment of the tenements.

The exploration costs of the Company are based on certain assumptions with respect to the method and timing of exploration. By their nature, these estimates and assumptions are subject to significant uncertainties and, accordingly, the actual costs may materially differ from these estimates and assumptions. Accordingly, no assurance can be given that the cost estimates and the underlying assumptions will be realised in practice, which may materially and adversely affect the Company's viability.

(g) **Failure to satisfy Expenditure Commitments**

Interests in tenements are governed by the mining acts and regulations that are current in those States and are evidenced by the granting of licences or leases. Each licence or lease is for a specific term and carries with it annual expenditure and reporting commitments, as well as other conditions requiring compliance. Consequently, the Company could lose title to or its interest in its tenements if licence conditions are not met or if insufficient funds are available to meet expenditure commitments.

## 7.4 General risks

### (a) Competition Risk

The industry in which the Company will be involved is subject to domestic and global competition. Although the Company will undertake all reasonable due diligence in its business decisions and operations, the Company will have no influence or control over the activities or actions of its competitors, which activities or actions may, positively or negatively, affect the operating and financial performance of the Company's projects and business.

### (b) Rising energy and commodity costs

The Company has significant commodity (diesel) and energy (gas and electricity) requirements and it relies on being able to fulfil those requirements at a cost which does not negatively impact on its cash flows. A number of factors (particularly the strength of the US dollar) may lead to an increase in commodity and energy costs, which may materially adversely affect the earnings of the Company.

### (c) Economic

General economic conditions, movements in interest and inflation rates and currency exchange rates may have an adverse effect on the Company's exploration, development and production activities, as well as on its ability to fund those activities.

### (d) Market conditions

Share market conditions may affect the value of the Company's quoted securities regardless of the Company's operating performance. Share market conditions are affected by many factors such as:

- general economic outlook;
- introduction of tax reform or other new legislation;
- interest rates and inflation rates;
- changes in investor sentiment toward particular market sectors;
- the demand for, and supply of, capital; and
- terrorism or other hostilities.

The market price of securities can fall as well as rise and may be subject to varied and unpredictable influences on the market for equities in general and resource exploration stocks in particular. Neither the Company nor the Directors warrant the future performance of the Company or any return on an investment in the Company.

### (e) Additional requirements for capital

The Company's capital requirements depend on numerous factors. Depending on the Company's ability to generate income from its operations, the Company may require further financing in addition to amounts raised under the Offer. Any additional equity financing will

dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the Company is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations and scale back its exploration programmes as the case may be. There is however no guarantee that the Company will be able to secure any additional funding or be able to secure funding on terms favourable to the Company.

(f) **Dividends**

Any future determination as to the payment of dividends by the Company will be at the discretion of the Directors and will depend on the financial condition of the Company, future capital requirements and general business and other factors considered relevant by the Directors. No assurance in relation to the payment of dividends or franking credits attaching to dividends can be given by the Company.

(g) **Taxation**

The acquisition and disposal of Shares will have tax consequences, which will differ depending on the individual financial affairs of each investor. All potential investors in the Company are urged to obtain independent financial advice about the consequences of acquiring Shares from a taxation viewpoint and generally.

To the maximum extent permitted by law, the Company, its officers and each of their respective advisors accept no liability and responsibility with respect to the taxation consequences of subscribing for Shares under this Prospectus.

(h) **Reliance on key personnel**

The responsibility of overseeing the day-to-day operations and the strategic management of the Company depends substantially on its senior management and its key personnel. There can be no assurance given that there will be no detrimental impact on the Company if one or more of these employees cease their employment.

(i) **Government policy changes**

Adverse changes in government policies or legislation may affect ownership of mineral interests, taxation, royalties, land access, labour relations, and mining and exploration activities of the Company. It is possible that the current system of exploration and mine permitting in Western Australia may change, resulting in impairment of rights and possibly expropriation of the Company's properties without adequate compensation.

(j) **Regulatory Risks**

The Company's exploration and development activities are subject to extensive laws and regulations relating to numerous matters including resource licence consent, conditions including environmental compliance and rehabilitation, taxation, employee relations, health and worker safety, waste disposal, protection of the environment, native title and heritage matters, protection of endangered and protected species and other matters. The Company requires permits from regulatory

authorities to authorise the Company's operations. These permits relate to exploration, development, production and rehabilitation activities.

Obtaining necessary permits can be a time consuming process and there is a risk that the Company will not obtain these permits on acceptable terms, in a timely manner or at all. The costs and delays associated with obtaining necessary permits and complying with these permits and applicable laws and regulations could materially delay or restrict the Company from proceeding with the development of a project or the operation or development of a mine. Any failure to comply with applicable laws and regulations or permits, even if inadvertent, could result in material fines, penalties or other liabilities. In extreme cases, failure could result in suspension of the Company's activities or forfeiture of one or more of the Company's tenements.

(k) **Insurance Risks**

The Company intends to insure its operations in accordance with industry practice. However, in certain circumstances, the Company's insurance may not be of a nature or level to provide adequate insurance cover. The occurrence of an event that is not covered or fully covered by insurance could have a material adverse effect on the business, financial condition and results of the Company.

Insurance against all risks associated with mining exploration and production is not always available and where available the costs can be prohibitive.

## **7.5 Speculative investment**

The above list of risk factors ought not to be taken as exhaustive of the risks faced by the Company or by investors in the Company. The above factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and the value of the Shares offered under this Prospectus.

Therefore, the Shares to be issued pursuant to this Prospectus carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those Shares.

Potential investors should consider that the investment in the Company is speculative and should consult their professional advisers before deciding whether to apply for Shares pursuant to this Prospectus.

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## **8. ADDITIONAL INFORMATION**

### **8.1 Litigation**

As at the date of this Prospectus, the Company is not involved in any legal proceedings and the Directors are not aware of any legal proceedings pending or threatened against the Company.

### **8.2 Continuous disclosure obligations**

The Company is a “disclosing entity” (as defined in section 111AC of the Corporations Act) for the purposes of section 713 of the Corporations Act and, as such, is subject to regular reporting and disclosure obligations. Specifically, like all listed companies, the Company is required to continuously disclose any information it has to the market which a reasonable person would expect to have a material effect on the price or the value of the Company’s securities.

This Prospectus is a “transaction specific prospectus”. In general terms a “transaction specific prospectus” is only required to contain information in relation to the effect of the issue of securities on a company and the rights attaching to the securities. It is not necessary to include general information in relation to all of the assets and liabilities, financial position, profits and losses or prospects of the issuing company.

This Prospectus is intended to be read in conjunction with the publicly available information in relation to the Company which has been notified to ASX and does not include all of the information that would be included in a prospectus for an initial public offering of securities in an entity that is not already listed on a stock exchange. Investors should therefore have regard to the other publicly available information in relation to the Company before making a decision whether or not to invest.

Having taken such precautions and having made such enquires as are reasonable, the Company believes that it has complied with the general and specific requirements of ASX as applicable from time to time throughout the 3 months before the issue of this Prospectus which required the Company to notify ASX of information about specified events or matters as they arise for the purpose of ASX making that information available to the stock market conducted by ASX.

Information that is already in the public domain has not been reported in this Prospectus other than that which is considered necessary to make this Prospectus complete.

The Company, as a disclosing entity under the Corporations Act states that:

- (a) it is subject to regular reporting and disclosure obligations;
- (b) copies of documents lodged with the ASIC in relation to the Company (not being documents referred to in section 1274(2)(a) of the Corporations Act) may be obtained from, or inspected at, the offices of the ASIC; and
- (c) it will provide a copy of each of the following documents, free of charge, to any person on request between the date of issue of this Prospectus and the Closing Date:

- (i) the annual financial report most recently lodged by the Company with the ASIC;
- (ii) any half-year financial report lodged by the Company with the ASIC after the lodgement of the annual financial report referred to in (i) and before the lodgement of this Prospectus with the ASIC; and
- (iii) any continuous disclosure documents given by the Company to ASX in accordance with the ASX Listing Rules as referred to in section 674(1) of the Corporations Act after the lodgement of the annual financial report referred to in (i) and before the lodgement of this Prospectus with the ASIC.

Copies of all documents lodged with the ASIC in relation to the Company can be inspected at the registered office of the Company during normal office hours.

Details of documents lodged by the Company with ASX since the date of lodgement of the Company's latest annual financial report and before the lodgement of this Prospectus with the ASIC are set out in the table below.

<b>Date</b>	<b>Description of Announcement</b>
11/10/2018	Initial Director's Interest Notice
04/10/2018	Non-Renounceable Issue and Option over WA Gold exploration
01/10/2018	Trading Halt
26/09/2018	Nelson Bay River Iron Project Mining Lease update
20/08/2018	Appendix 4G
20/08/2018	Annual Report to shareholders

ASX maintains files containing publicly available information for all listed companies. The Company's file is available for inspection at ASX during normal office hours.

The announcements are also available through the Company's website [www.shreeminerals.com](http://www.shreeminerals.com).

### **8.3 Market price of shares**

The Company is a disclosing entity for the purposes of the Corporations Act and its Shares are enhanced disclosure securities quoted on ASX.

The highest, lowest and last market sale prices of the Shares on ASX during the three months immediately preceding the date of lodgement of this Prospectus with the ASIC and the respective dates of those sales were:

Highest	0.025	8 October 2018
Lowest	0.006	18 July 2018
Last	0.025	8 October 2018

## 8.4 Material contracts

The following are summaries of the significant terms of the material agreements which relate to the business of the Company.

### 8.4.1 Lead Manager Mandate

On 29 September 2018 the Company and DJ Carmichael Pty Limited entered into a mandate letter agreement (**Mandate**) pursuant to which DJ Carmichael Pty Limited is to provide corporate advisory services to the Company, including (amongst other services) to act as:

- (a) Lead Manager to the Offer; and
- (b) Underwriter to the Offer, subject to the formal Underwriting Agreement being executed, as detailed in Section 8.4.2 below.

Under the Mandate, the Company will pay to DJ Carmichael Pty Limited:

- (a) a corporate advisory retainer of \$5,000 per month (plus GST) for the period of the Mandate, being 12 months from execution of the Mandate;
- (b) a fee of 6% (plus GST) of the gross amount raised and/or underwritten on any future equity capital raise during the period of the Mandate, which extends to the Offer as detailed at Section 8.4.2 below, which may be paid in cash or via the issue of Shares to DJ Carmichael Pty Limited (or its nominee), apart from GST which must be paid in cash;
- (c) a fee of 1% (plus GST) of the gross amount raised and/or underwritten under any future equity capital raise, transaction and/or project financing activity during the period of the Mandate, in the event that DJ Carmichael Pty Limited relinquishes its right to act as a lead manager and subsequently acts and is named as co-manager.

In addition to the above fees, the Company will also reimburse DJ Carmichael Pty Limited for reasonable out-of-pocket expenses (plus any applicable GST) directly related to the mandated role for expenses that are paid upfront by DJ Carmichael Pty Limited. These upfront expenses will attract a 10% levy charge. However, DJ Carmichael Pty Limited will require the Company's consent prior to incurring any single expense greater than \$2,000.

The Mandate contains indemnities, representations and warranties by the Company to DJ Carmichael Pty Limited otherwise the terms of the Mandate are considered standard for an agreement of this type.

### 8.4.2 Underwriting Agreement

By an agreement between the Underwriter and the Company (**Underwriting Agreement**), the Underwriter agreed to fully underwrite the Offer for 284,368,446 Shares, being all Shares to be issued under the Offer (**Underwritten Securities**).

Pursuant to the Underwriting Agreement and the Mandate, the Company has agreed to pay the Underwriter an underwriting fee of 6% of the value of the Underwritten Securities.

Prior to the lodgement of the Prospectus with the ASIC, the Underwriter confirmed that all of the conditions precedent to the Underwriting Agreement had been satisfied.

Under the Underwriting Agreement, the Underwriter procures to use its best efforts to ensure that no sub-underwriter will acquire a voting power in the Company greater than 19.9% as a result of its sub-underwriting of the Offer.

The Company will also use its best endeavours to ensure that during the applicable moratorium period no current or proposed director of the Company or any Subsidiary or their respective associates will sell, dispose or transfer any securities in the Company held by them as at the date of the Prospectus without prior written consent of the Underwriter (which shall not be unreasonably withheld).

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

- (a) **(Indices fall)**: the All Ordinaries Index as published by ASX is, at the close of trading on any Business Day after the date of the Underwriting Agreement, at a level that is 10% or more below its respective level as at the close of trading on the Business Day prior to the date of the Underwriting Agreement; or
- (b) **(Share price)**: the Shares quoted on the ASX and trading under the ticker "SHH" have a closing price at any time after the date of the Underwriting Agreement which is less than the issue price of the Shares being offered under this Prospectus, being \$0.005, for two consecutive trading days; or
- (c) **(Prospectus)**: the Company does not lodge the Prospectus on 12 October 2018 or the Prospectus or the Offer is withdrawn by the Company; or
- (d) **(Copies of Prospectus)**: the Company fails to comply with its requirements to provide the requested number of copies of the Prospectus to the Underwriter and such failure is not remedied within 2 days; or
- (e) **(No Official Quotation)**: ASX notifies the Company or any other person that Official Quotation will not be or has not been granted for all the Shares to be issued under the Offer, within 3 Business Days after the closing date of the Offer or such other date as determined by the Underwriter or, having been granted, is subsequently withdrawn, withheld or qualified; or
- (f) **(Supplementary prospectus)**:
  - (i) the Underwriter, having elected not to exercise its right to terminate its obligations under the Underwriting Agreement as a result of an occurrence as described in paragraph (q) below, forms the view on reasonable grounds that a supplementary or replacement prospectus should be lodged with ASIC for any of the reasons referred to in section 719 of the Corporations Act 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 agreement of the Underwriter, which must not be unreasonably withheld; 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; or
- (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 (having regard to the provisions of section 713 of the Corporations Act) or if any statement in the Prospectus is or becomes misleading or deceptive or likely to mislead or deceive or if the issue of the Prospectus is or becomes misleading or deceptive or likely to mislead or deceive; or
- (i) **(Restriction on allotment)**: the Company is prevented from allotting the Shares to be issued under the Offer 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; or
- (j) **(Withdrawal of consent to Prospectus)**: any person (other than the Underwriter) who has previously consented to the inclusion of its, his or her name in the Prospectus or to be named in the Prospectus, withdraws that consent; or
- (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 Shortfall Notice Deadline Date has arrived, and that application has not been dismissed or withdrawn; or
- (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; or
- (m) **(Takeovers Panel)**: the Takeovers Panel makes a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under Part 6.10 of the Corporations Act, or an application for such a declaration is made to the Takeovers Panel; or
- (n) **(Secondary Trading)**: it transpires that the Company is unable to issue a notice under section 708A(6) of the Corporations Act in relation to secondary trading of the Shortfall Shares; or
- (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; or
- (p) **(Indictable offence)**: a director or a senior manager of the Company or any Subsidiary is charged with an indictable offence in their capacity as a director or senior manager of the Company or Subsidiary; or

- (q) **(Termination Events):** subject to paragraph (r) below, any of the following events occurs:
- (i) **(Default):** default or breach by the Company under this Agreement of any terms, condition, covenant or undertaking;
  - (ii) **(Incorrect or untrue representation):** any representation, warranty or undertaking given by the Company in the Underwriting Agreement is or becomes untrue or incorrect;
  - (iii) **(Contravention of constitution or Act):** a contravention by a Company or Subsidiary 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 or any adverse change or any development including a prospective adverse change after the date of the Underwriting Agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of the Company or any Subsidiary including, without limitation, if any forecast in the Prospectus becomes incapable of being met or in the Underwriter's reasonable opinion, unlikely to be met in the projected time;
  - (v) **(Error in Due Diligence Results):** it transpires that any of the due diligence results or any part of the verification material was false, misleading or deceptive or that there was an omission from them;
  - (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, the issue of the Shares under the Offer or the Prospectus, other than as required by law or the ASX Listing Rules;
  - (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 issue of the Shares under the Offer or the affairs of the Company or any Subsidiary 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 set out in the definition of "Official Quotation";
  - (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;

- (xi) **(Prescribed Occurrence)**: a Prescribed Occurrence occurs;
- (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 the Company or any Subsidiary;
- (xiv) **(Judgment against a Relevant Company)**: a judgment in an amount exceeding \$25,000 is obtained against the Company or any Subsidiary 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 or threatened against the Company or any Subsidiary, other than any claims foreshadowed by 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 on which allotment of the last of the Shares to be issued under the Offer occurs in accordance with the Prospectus without the prior written consent of the Underwriter;
- (xvii) **(Change in shareholdings)**: there is a material change in the major or controlling shareholdings of the Company or any Subsidiary or a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to the Company or any Subsidiary;
- (xviii) **(Timetable)**: there is a delay in any specified date in the 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)**: the Company or any Subsidiary 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)**: the Company or any Subsidiary alters its capital structure in any manner not contemplated by the Prospectus or pursuant to the exercise of options existing at the date of the Prospectus;
- (xxii) **(Investigation)**: any person is appointed under any legislation in respect of companies to investigate the affairs of the Company or any Subsidiary;
- (xxiii) **(Market Conditions)**: a suspension or material limitation in trading of securities generally on ASX occurs or any material

adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, North Korea, the United States of America, India, the Peoples Republic of China, Israel or any member of the European Union or other international financial markets;

- (xxiv) **(Material Breach)**: if the Company fails to rectify any material breach of the Mandate having been given 10 business days notice in writing by the Underwriter of such breach having occurred;
  - (xxv) **(Suspension)**: the Company is removed from the Official List or the Shares become suspended from Official Quotation without the prior consent of the Underwriter and that suspension is not lifted within 24 hours following such suspension; or
  - (xxvi) **(Hostilities)**: there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of the Underwriting Agreement involving one or more of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, North Korea, the United States of America, India, 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.
- (r) The Underwriter may not exercise its rights under paragraph (q) above unless, 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:
- (i) Material Adverse Effect; or
  - (ii) could give rise to a liability of the Underwriter under the Corporations Act or otherwise.

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

## 8.5 Interests of Directors

Other than as set out in this Prospectus, no Director or proposed Director holds, or has held within the 2 years preceding lodgement of this Prospectus with the ASIC, any interest in:

- (a) the formation or promotion of the Company;
- (b) any property acquired or proposed to be acquired by the Company in connection with:
  - (i) its formation or promotion; or
  - (ii) the Offer; or
- (c) the Offer,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to a Director or proposed Director:

- (d) as an inducement to become, or to qualify as, a Director; or
- (e) for services provided in connection with:
  - (i) the formation or promotion of the Company; or
  - (ii) the Offer.

### **Security holdings**

The relevant interest of each of the Directors in the securities of the Company as at the date of this Prospectus, together with their respective Entitlement, is set out in the table below.

<b>Director</b>	<b>Shares</b>	<b>Entitlement</b>	<b>\$</b>
Sanjay Loyalka <sup>1</sup>	26,474,078	26,474,078	132,370
Andy Lau	Nil	Nil	N/A
Amu Shah	4,884,230	4,884,230	24,421
Davide Bosio <sup>2</sup>	Nil	Nil	Nil

#### **Notes:**

1. Sanjay Loyalka's relevant interest includes his direct interest in 565,000 Shares which Mr Loyalka holds personally and his indirect interest in IACG Pty Ltd, a company which Mr Loyalka's wife controls, which holds 25,809,078 Shares and his indirect interest in 100,000 Shares held by Mr Loyalka's wife personally, Rashmi Loyalka.
2. Davide Bosio is the managing director of DJ Carmichael Pty Limited, being the Underwriter and Lead Manager.

### **Remuneration**

The remuneration of an executive Director is decided by the Board, without the affected executive Director participating in that decision-making process. The total maximum remuneration of non-executive Directors is initially set by the Constitution and subsequent variation is by ordinary resolution of Shareholders in general meeting in accordance with the Constitution, the Corporations Act and the ASX Listing Rules, as applicable. The determination of non-executive Directors' remuneration within that maximum will be made by the Board having regard to the inputs and value to the Company of the respective contributions by each non-executive Director. The current amount has been set at an amount not to exceed \$200,000 per annum.

A Director may be paid fees or other amounts (ie non-cash performance incentives such as options, subject to any necessary Shareholder approval) as the other Directors determine where a Director performs special duties or otherwise performs services outside the scope of the ordinary duties of a Director. In addition, Directors are also entitled to be paid reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as Directors.

The following table shows the total (and proposed) annual remuneration paid to both executive and non-executive directors:

Director	FY2018	FY2019
Rajesh Bothra <sup>1,2</sup>	\$15,000	0
Sanjay Loyalka <sup>1</sup>	\$190,000	\$120,000
Andy Lau <sup>1</sup>	\$15,000	\$30,000
Amritlal Shah <sup>1</sup>	\$15,000	\$30,000
Davide Bosio <sup>3</sup>	Nil	\$22,500

**Notes:**

1. Directors' remuneration has not been fully paid for the financial years ended 30 June 2015 to 30 June 2018. As at 30 June 2018 the total amount payable to Mr Bothra, Mr Loyalka, Mr Lau and Mr Shah for outstanding remuneration amounted to \$860,000. As set out at Section 5.6, the Company has agreed, subject to Shareholder approval, with Mr Bothra, Mr Loyalka, Mr Lau and Mr Shah to settle payment of the outstanding remuneration owing to them on the basis that:
  - a. The Company issues 30,000,000 Shares valued at the same price as the Shares to be issued under the Offer, being \$0.005 per Share, amounting to \$150,000;
  - b. The Company making a cash payment of \$100,000; and
  - c. The balance of \$610,000 being written off.
2. Mr Bothra resigned as a Director on 25 June 2018.
3. Mr Bosio was appointed as a Director on 4 October 2018.

## 8.6 Interests of experts and advisers

Other than as set out below or elsewhere in this Prospectus, no:

- (a) person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus;
- (b) promoter of the Company; or
- (c) underwriter (but not a sub-underwriter) to the issue or a financial services licensee named in this Prospectus as a financial services licensee involved in the issue,

holds, or has held within the 2 years preceding lodgement of this Prospectus with the ASIC, any interest in:

- (d) the formation or promotion of the Company;
- (e) any property acquired or proposed to be acquired by the Company in connection with:
  - (i) its formation or promotion; or
  - (ii) the Offer; or
- (f) the Offer,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to any of these persons for services provided in connection with:

- (g) the formation or promotion of the Company; or
- (h) the Offer.

DJ Carmichael Pty Limited will be paid as Underwriter and as Lead Manager, an underwriting fee together with a management fee of approximately \$85,311 in respect of this Offer. DJ Carmichael Pty Limited will also be paid \$5,000 (plus GST) per month for 12 months for corporate advisory services provided to the Company pursuant to the Mandate, as detailed at Section 8.4. During the 24 months preceding lodgement of this Prospectus with the ASIC, DJ Carmichael Pty Limited has been invoiced fees totalling \$15,000 (excluding GST) by the Company

Steinepreis Paganin has acted as the solicitors to the Company in relation to the Offer. The Company estimates it will pay Steinepreis Paganin \$15,000 (excluding GST and disbursements) for these services. During the 24 months preceding lodgement of this Prospectus with the ASIC, Steinepreis Paganin has been paid fees totalling \$1,540.00 (excluding GST and disbursements) for legal services provided to the Company.

## **8.7 Consents**

Chapter 6D of the Corporations Act imposes a liability regime on the Company (as the offeror of the securities), the Directors, the persons named in the Prospectus with their consent as Proposed Directors, any underwriters, persons named in the Prospectus with their consent having made a statement in the Prospectus and persons involved in a contravention in relation to the Prospectus, with regard to misleading and deceptive statements made in the Prospectus, Although the Company bears primary responsibility for the Prospectus, the other parties involved in the preparation of the Prospectus can also be responsible for certain statements made in it.

Each of the parties referred to in this Section:

- (a) does not make, or purport to make, any statement in this Prospectus other than those referred to in this Section;
- (b) in light of the above, only to the maximum extent permitted by law, expressly disclaim and take no responsibility for any part of this Prospectus other than a reference to its name and a statement included in this Prospectus with the consent of that party as specified in this Section;
- (c) DJ Carmichael Pty Limited has given its written consent to being named as Underwriter to the Offer in this Prospectus, in the form and context in which it is named;
- (d) DJ Carmichael Pty Limited (including its related entities) is not a Shareholder of the Company and currently has no relevant interest in any of the Company's securities;
- (e) Steinepreis Paganin has given its written consent to being named as the solicitors to the Company in this Prospectus. Steinepreis Paganin has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC;
- (f) DJ Carmichael Pty Limited has given its written consent to being named as Lead Manager to the Company in this Prospectus. DJ Carmichael Pty

Limited has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC; and

- (g) Stantons International has given its written consent to being named as the auditor to the Company in this Prospectus and the inclusion of the audit review balance sheet. Stantons International has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

## 8.8 Expenses of the offer

In the event that all Entitlements are accepted, the total expenses of the Offer are estimated to be approximately \$120,406 (excluding GST and disbursements) and are expected to be applied towards the items set out in the table below:

	\$
ASIC fees	3,206
ASX fees	6,889
Underwriting and Lead Manager fees	85,311
Legal fees	15,000
Registry, Printing and distribution	10,000
<b>Total</b>	<b>120,406</b>

## 8.9 Electronic prospectus

If you have received this Prospectus as an electronic Prospectus, please ensure that you have received the entire Prospectus accompanied by the Application Forms. If you have not, please phone the Company on +61 8 6150 7565 and the Company will send you, for free, either a hard copy or a further electronic copy of the Prospectus, or both. Alternatively, you may obtain a copy of this Prospectus from the Company's website at [www.shreeminerals.com](http://www.shreeminerals.com).

The Company reserves the right not to accept an Application Form from a person if it has reason to believe that when that person was given access to the electronic Application Form, it was not provided together with the electronic Prospectus and any relevant supplementary or replacement prospectus or any of those documents were incomplete or altered.

## 8.10 Financial forecasts

The Directors have considered the matters set out in ASIC Regulatory Guide 170 and believe that they do not have a reasonable basis to forecast future earnings on the basis that the operations of the Company are inherently uncertain. Accordingly, any forecast or projection information would contain such a broad range of potential outcomes and possibilities that it is not possible to prepare a reliable best estimate forecast or projection.

## 8.11 Clearing House Electronic Sub-Register System (CHES) and Issuer Sponsorship

The Company will not be issuing share certificates. The Company is a participant in CHES, for those investors who have, or wish to have, a sponsoring stockbroker. Investors who do not wish to participate through CHES will be issuer sponsored by the Company. Because the sub-registers are electronic, ownership of securities can be transferred without having to rely upon paper documentation.

Electronic registers mean that the Company will not be issuing certificates to investors. Instead, investors will be provided with a statement (similar to a bank

account statement) that sets out the number of Shares issued to them under this Prospectus. The notice will also advise holders of their Holder Identification Number or Security Holder Reference Number and explain, for future reference, the sale and purchase procedures under CHESS and issuer sponsorship.

Further monthly statements will be provided to holders if there have been any changes in their security holding in the Company during the preceding month.

## **8.12 Privacy Act**

If you complete an application for Shares, you will be providing personal information to the Company (directly or by the Company's share registry). The Company collects, holds and will use that information to assess your application, service your needs as a holder of equity securities in the Company, facilitate distribution payments and corporate communications to you as a Shareholder and carry out administration.

The information may also be used from time to time and disclosed to persons inspecting the register, bidders for your securities in the context of takeovers, regulatory bodies, including the Australian Taxation Office, authorised securities brokers, print service providers, mail houses and the Company's share registry.

You can access, correct and update the personal information that we hold about you. Please contact the Company or its share registry if you wish to do so at the relevant contact numbers set out in this Prospectus.

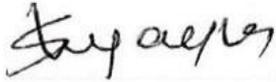
Collection, maintenance and disclosure of certain personal information is governed by legislation including the *Privacy Act 1988 (Cth)* (as amended), the Corporations Act and certain rules such as the ASX Settlement Operating Rules. You should note that if you do not provide the information required on the application for Shares, the Company may not be able to accept or process your application.

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**9. DIRECTORS' AUTHORISATION**

This 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 Prospectus with the ASIC.



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**Sanjay Loyalka**  
**Director and Company Secretary**  
**For and on behalf of**  
**Shree Minerals Limited**

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## 10. GLOSSARY

**\$** means the lawful currency of the Commonwealth of Australia.

**Applicant** means a Shareholder who applies for Shares pursuant to the Offer or a Shareholder or other party who applies for Shortfall Shares pursuant to the Shortfall Offer.

**Application Form** means an Entitlement and Acceptance Form or Shortfall Application Form as the context requires.

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means ASX Limited (ACN 008 624 691) or the financial market operated by it as the context requires.

**ASX Listing Rules** means the listing rules of the ASX.

**ASX Settlement Operating Rules** means the settlement rules of the securities clearing house which operates CHES.

**Board** means the board of Directors unless the context indicates otherwise.

**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.

**Closing Date** means the date specified in the timetable set out at the commencement of this Prospectus (unless extended).

**Company** means Shree Minerals Limited (ACN 130 618 683).

**Constitution** means the constitution of the Company as at the date of this Prospectus.

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

**Directors** means the directors of the Company as at the date of this Prospectus.

**Entitlement** means the entitlement of a Shareholder who is eligible to participate in the Offer.

**Entitlement and Acceptance Form** means the entitlement and acceptance form either attached to or accompanying this Prospectus.

**Lead Manager** means DJ Carmichael Pty Limited, being the Underwriter.

**Material Adverse Effect** means:

- (a) a material adverse effect on the outcome of the Offer or on the subsequent market for the Shares to be issued under the Offer (including, without limitation, matters likely to have a material adverse effect on a decision of an investor to invest in the Shares the subject of the Offer); or
- (b) a material adverse effect on the assets, condition, trading or financial position, performance, profits and losses, results, prospects, business or

operations of the Company and its Subsidiaries either individually or taken as a whole; or

- (c) the Underwriter's obligations under the Underwriting Agreement becoming materially more onerous than those which exist at the date of the Underwriting Agreement; or
- (d) a material adverse effect on the tax position of the Company and its Subsidiaries either individually or taken as a whole.

**Offer** means the non-renounceable entitlement issue the subject of this Prospectus.

**Official List** means the official list of ASX.

**Official Quotation** means official quotation on ASX.

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

**Prescribed Occurrence** means:

- (a) the Company or any Subsidiary converting all or any of its Shares into a larger or smaller number of Shares;
- (b) the Company or any Subsidiary resolving to reduce its share capital in any way;
- (c) the Company or any Subsidiary:
  - (i) entering into a buy-back agreement (other than as previously announced to ASX); or
  - (ii) resolving to approve the terms of a buy-back agreement under section 257C or 257D of the Corporations Act;
- (d) the Company or any Subsidiary 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) the Company or any Subsidiary issuing, or agreeing to issue, convertible notes;
- (f) the Company or any Subsidiary disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
- (g) the Company or any Subsidiary charging, agreeing to charge, the whole, or a substantial part, of its business or property (other than previously disclosed to ASX);
- (h) the Company or any Subsidiary resolving that it be wound up;
- (i) the appointment of a liquidator or provisional liquidator to the Company or any Subsidiary;
- (j) the making of an order by a court for the winding up of the Company or any Subsidiary;

- (k) an administrator of the Company or any Subsidiary, being appointed under section 436A, 436B or 436C of the Corporations Act;
- (l) the Company or any Subsidiary 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 the Company or any Subsidiary.

**Prospectus** means this prospectus.

**Record Date** means the date specified in the timetable set out at the commencement of this Prospectus.

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

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

**Shortfall** means the Shares not applied for under the Offer (if any).

**Shortfall Application Form** means the shortfall application form to apply for Shortfall.

**Shortfall Offer** means the offer of the Shortfall on the terms and conditions set out in Section 4.8 of this Prospectus.

**Shortfall Shares** means those Shares issued pursuant to the Shortfall.

**Subsidiary** means:

- (a) each company which, at the date of execution of the Underwriting Agreement or at the time of the allotment of the last of the Shares to be issued under the Offer occurs, is a subsidiary of the Company within the meaning of the Corporations Act; and
- (b) each company stated in the Prospectus whose issued capital is to be acquired by the Company, and any subsidiary of such company within the meaning of the Corporations Act.

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