



**RMC**

Resource Mining Corporation Limited

ABN 97 008 045 083

# Notice of General Meeting and Explanatory Memorandum to Shareholders

**Date of Meeting**

Friday 13 January 2017

**Time of Meeting**

10:30 am (WST)

**Place of Meeting**

702 Murray Street, West Perth WA 6005

**A Proxy Form is enclosed**

Please read this Notice and Explanatory Memorandum carefully.

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

**Resource Mining Corporation Limited**  
**ABN 97 008 045 083**

## Notice of General Meeting

Notice is given that a General Meeting of Shareholders of Resource Mining Corporation Limited ABN 97 008 045 083 (**Company**) will be held at 702 Murray Street, West Perth WA 6005 on Friday 13 January 2017 at 10:30 am (WST) for the purpose of transacting the following business referred to in this Notice of General Meeting.

### Agenda

**1 Resolution 1 – Approval to amend Convertible Notes held by Sinom (Hong Kong) Limited**

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

*"That, for the purposes of Listing Rule 10.11 and for all other purposes, the Convertible Notes held by Sinom (Hong Kong) Limited be amended on the terms set out the Explanatory Memorandum (including Annexure A)."*

**Voting exclusion statement:** *The Company will disregard any votes cast on Resolution 1 by Sinom (Hong Kong) Limited and any Associate of Sinom (Hong Kong) Limited. However, the Company need not disregard a vote if it is cast by:*

- (a) a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form; or*
- (b) the person chairing the Meeting as proxy for person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.*

**By order of the Board**



**Warwick Davies**  
**Managing Director**

Dated: 12 December 2016

## How to vote

Shareholders can vote by either:

- attending the Meeting and voting in person or by attorney or, in the case of corporate Shareholders, by appointing a corporate representative to attend and vote; or
- appointing a proxy to attend and vote on their behalf using the Proxy Form accompanying this Notice of Meeting and by submitting their proxy appointment and voting instructions in person, by post or by facsimile.

### Voting in person (or by attorney)

Shareholders, or their attorneys, who plan to attend the Meeting are asked to arrive at the venue 15 minutes prior to the time designated for the Meeting, if possible, so that their holding may be checked against the Company's share register and their attendance recorded. To be effective a certified copy of the Power of Attorney, or the original Power of Attorney, must be received by the Company in the same manner, and by the same time as outlined for proxy forms below.

### Voting by a Corporation

A Shareholder that is a corporation may appoint an individual to act as its representative and vote in person at the Meeting. The appointment must comply with the requirements of section 250D of the Corporations Act. The representative should bring to the Meeting evidence of his or her appointment, including any authority under which it is signed.

### Voting by proxy

- A Shareholder entitled to attend and vote is entitled to appoint not more than two proxies. Each proxy will have the right to vote on a poll and also to speak at the Meeting.
- The appointment of the proxy may specify the proportion or the number of votes that the proxy may exercise. Where more than one proxy is appointed and the appointment does not specify the proportion or number of the Shareholder's votes each proxy may exercise, the votes will be divided equally among the proxies (i.e. where there are two proxies, each proxy may exercise half of the votes).
- A proxy need not be a Shareholder.
- The proxy can be either an individual or a body corporate.
- If a proxy is not directed how to vote on an item of business, the proxy may generally vote, or abstain from voting, as they think fit.
- Should any resolution, other than those specified in this Notice, be proposed at the Meeting, a proxy may vote on that resolution as they think fit.
- If a proxy is instructed to abstain from voting on an item of business, they are directed not to vote on the Shareholder's behalf on the poll and the Shares that are the subject of the proxy appointment will not be counted in calculating the required majority.
- Shareholders who return their Proxy Forms with a direction how to vote, but who do not nominate the identity of their proxy, will be taken to have appointed the Chair of the Meeting as their proxy to vote on their behalf. If a Proxy Form is returned but the nominated proxy does not attend the Meeting, the Chair of the Meeting will act in place of the nominated proxy and vote in accordance with any instructions. Proxy appointments in favour of the Chair of

the Meeting, the secretary or any Director that do not contain a direction how to vote will be used, where possible, to support the Resolution proposed in this Notice, provided they are entitled to cast votes as a proxy under the voting exclusion rules which apply to the proposed Resolution. However, in exceptional circumstances, the Chair of the Meeting may change his voting intention, in which case an ASX announcement will be made. These rules are explained in this Notice.

- To be effective, proxies must be received by 10:30am (WST) on Wednesday 11 January 2017. Proxies received after this time will be invalid.
- Proxies may be lodged using any of the following methods:
  - by returning a completed Proxy Form in person or by post to:  
Resource Mining Corporation Limited  
702 Murray Street  
West Perth 6005
  - by emailing the completed Proxy Form to:  
[rmc@resmin.com.au](mailto:rmc@resmin.com.au)
  - by faxing a completed Proxy Form to 08 9213 9444

The Proxy Form must be signed by the Shareholder or the Shareholder's attorney. Proxies given by corporations must be executed in accordance with the Corporations Act. Where the appointment of a proxy is signed by the appointer's attorney, a certified copy of the Power of Attorney, or the power itself, must be received by the Company at the above address, or by facsimile, and by 10:30am (WST) on Wednesday 11 January 2017. If facsimile transmission is used, the Power of Attorney must be certified.

### Shareholders who are entitled to vote

In accordance with paragraphs 7.11.37 and 7.11.38 of the Corporations Regulations, the Board has determined that a person's entitlement to vote at the General Meeting will be the entitlement of that person set out in the Register of Shareholders as at 5:00pm (WST) on Wednesday 11 January 2017.

# Resource Mining Corporation Limited

## ABN 97 008 045 083

### Explanatory Memorandum

This Explanatory Memorandum is intended to provide Shareholders with sufficient information to assess the merits of the Resolution contained in the accompanying Notice of General Meeting of the Company.

Certain abbreviations and other defined terms are used throughout this Explanatory Memorandum. Defined terms are generally identifiable by the use of an upper case first letter. Details of the definitions and abbreviations are set out in the Glossary to the Explanatory Memorandum.

### Resolution 1 – Approval to amend Convertible Notes held by Sinom (Hong Kong) Limited

#### Background:

Following receipt of Shareholder approval at the Company's 2014 annual general meeting (**2014 AGM**), the Company issued two Convertible Notes to Sinom (Hong Kong) Limited (**Sinom**)<sup>1</sup>. At the time of issue of the Convertible Notes, the Company had an outstanding facility with Sinom, which was deemed to have been repaid upon issue of the Convertible Notes.

The Convertible Notes were each issued at an issue price of \$1,000,000 and each one convertible into 5,000,000 shares at a deemed conversion price of \$0.20 per Share. The Convertible Notes were issued on 3<sup>rd</sup> December 2014 and 23<sup>rd</sup> December 2014 respectively.

The Convertible Notes both matured on 14 October 2016. The current terms of the Convertible Notes provide that:

- (a) subject to receipt of all necessary approvals (including any required Shareholder approval), the Convertible Notes are convertible within 3 months following the maturity date (ie: by 14 January 2017); and
- (b) if the approvals noted in (a) above are not obtained within 3 months following the maturity date (ie: by 14 January 2017), the Convertible Notes are redeemable on that date.

Sinom currently has voting power of 45%. Separate to the Convertible Notes, Sinom has made available to the Company interest free, unsecured loans which are repayable in full on or before 31 December 2017. As at the date of this Notice, \$1,782,000 is owing pursuant to the loans.

#### Proposed amendments:

Subject to receipt of Shareholder approval, the Company and Sinom have agreed to extend the 3 month period noted in (a) and (b) above by 24 months (ie: to 14 January 2019). Annexure A sets out the original terms of the Convertible Notes (sections 1 to 10) with the proposed amendments shown in mark up (**Proposed Amendments**). Assuming Shareholders approve the Proposed Amendments, the Proposed Amendments will take effect at the close of the Meeting. The other terms of the Convertible Notes will remain unchanged, and include:

- (a) the Convertible Notes were issued at an issue price of \$1,000,000 for each note;
- (b) no interest is payable on the Convertible Notes;
- (c) the Convertible Notes are unsecured; and
- (d) the Convertible Notes are convertible into 5,000,000 Shares each at a deemed conversion price of \$0.20 per Share.

The Directors (in the absence of Mr Zhang Chi) consider the Proposed Amendments to be in the best interests of the Company as they will defer conversion or redemption of the Convertible Notes to a later date.

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<sup>1</sup> Sinom is controlled by Mr Zhang (Andy) Chi, a Director. Sinom is therefore a related party of the Company.

## **Listing Rule 14.7 and Listing Rule 10.11:**

Listing Rule 14.7 provides that if a notice of meeting states something will be done in accordance with the Listing Rules then that thing must be done. The Convertible Notes were issued on the terms summarised in the notice of meeting for the 2014 AGM, which contemplated conversion or redemption of the Convertible Notes by 14 January 2017. The Proposed Amendments, if approved, mean the Convertible Notes will not be converted or redeemed by 14 January 2017.

Listing Rule 10.11 requires Shareholder approval by ordinary resolution for any issue of equity securities by a listed company to a related party. The Proposed Amendments to the Convertible Notes will not result in any new issue of securities.

The Company has consulted with ASX in relation to the Proposed Amendments and ASX requires the Company to seek Shareholder approval under Listing Rule 10.11 for the Proposed Amendments. ASX gives no opinion, nor has it reviewed, commented upon or authorised, the Proposed Amendments.

Pursuant to and in accordance with the requirements of ASX Listing Rule 10.13, the following information is provided:

- (a) the Convertible Notes were issued to Sinom. Sinom is controlled by Mr Zhang (Andy) Chi, a Director. Sinom is therefore a related party of the Company;
- (b) two Convertible Notes were issued to Sinom. If the Convertible Notes are converted, up to a maximum of 5,000,000 Shares will be issued Sinom on conversion for each note;
- (c) the Convertible Notes were issued to Sinom on 3<sup>rd</sup> December 2014 and 23<sup>rd</sup> December 2014;
- (d) funds raised by the issue of the Convertible Notes were used to enable the Company to continue to develop the Wowo Gap Nickel Laterite Project; and
- (e) the key terms of the Convertible Notes are set out above and in Annexure A.

If approval is given under Listing Rule 10.11, approval is not required under Listing Rule 7.1.

Shareholders should note that the Chair intends to vote any undirected proxies in favour of Resolution 1. In exceptional circumstances, the Chair of the Meeting may change his voting intention on Resolution 1, in which case an ASX announcement will be made.

## **GLOSSARY**

**\$** means Australian dollars.

**2014 AGM** means the annual general meeting of the Company held on 26 November 2014.

**Associate** has the meaning given in sections 12 and 16 of the Corporations Act. Section 12 is to be applied as if paragraph 12(1)(a) included a reference to the Listing Rules and on the basis that the Company is the "designated body" for the purposes of that section.

**AWST** means western standard time as recognised in Perth, Western Australia.

**Board** means the Directors.

**Chair** means the individual elected to chair any meeting of the Company from time to time.

**Company** means Resource Mining Corporation Limited ABN 97 008 045 083.

**Constitution** means the Company's constitution, as amended from time to time.

**Convertible Note** means each Convertible Note held by Sinom with a face value of \$1,000,000.

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

**Directors** means the directors of the Company.

**Explanatory Memorandum** means the explanatory memorandum accompanying this Notice.

**Listing Rules** means the ASX Listing Rules.

**Meeting** means the General Meeting convened by the Notice.

**Notice** means this Notice of General Meeting.

**Notice of Meeting** means this Notice of General Meeting.

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

**Resolution** means a resolution contained in the Notice.

**Shareholder** means a member of the Company from time to time.

**Shares** means fully paid ordinary shares in the capital of the Company.

**Sinom** means Sinom (Hong Kong) Limited.

# ANNEXURE A

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## 1 Form of note

### 1.1 Form

- (a) A Note is a direct unsubordinated unsecured debt obligation of the Company in certificated form, and will at all times rank pari passu in right of payment with all other existing and future unsecured and unsubordinated obligations of the Company (other than unsecured obligations preferred by mandatory provision of law), and senior in right of payment to all existing and future subordinated obligations of the Company.
- (b) A Certificate will be issued to the Lender in respect of a Note on receipt of the Subscription Amount.

### 1.2 Issue price and face value

A Note:

- (c) will be issued on the terms and conditions of the Deed including these Note Terms at an issue price of \$1,000,000;
- (d) has a face value of \$1,000,000; and
- (e) must be fully paid for on application.

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## 2 Register

### 2.1 Establishment of Register

The Company will establish and maintain a Register of holders of Notes at a place determined by the Company.

### 2.2 Company to maintain Register

The Company must enter on the Register:

- (a) the name and address of the Lender;
- (b) the fact the Lender holds a Note;
- (c) the date the Note was issued; and
- (d) the face value and Maturity Date of the Note.

### 2.3 Register conclusive evidence

Entries in the Register in relation to a Note constitute conclusive evidence that the person entered as the Lender is the absolute owner of the Note, subject to correction for fraud or error. Except as required or permitted by law, the Company must treat the person entered on the Register as the absolute owner of the Note.

### 2.4 Certificate

Without affecting paragraph 2.3, the Company shall issue to the Lender a Certificate in relation to the Lender's holding.

### 2.5 Notices

Any notice regarding a Note will be sent to the registered address of the Lender as recorded in the Register.

## 2.6 Notice by Lender

The Lender may by notice to the Company appoint, and remove the appointment of, the Lender or another person to give notices on behalf of the Lender to the Company.

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## 3 Status as creditors and subordination

- (a) Prior to Conversion, a Note:
    - (i) confers rights on the Lender as an unsecured creditor of the Company; and
    - (ii) does not confer on the Lender any right to attend or vote at general meetings of the Company (other than by reason of pre-existing rights to do so).
  - (b) By accepting the issue of a Note the Lender:
    - (i) agrees to be bound by the Deed; and
    - (ii) acknowledges that it is an unsecured creditor of the Company and that the Note does not confer rights as a member of the Company.
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## 4 Payments

### 4.1 Payment

All payments to be made by the Company in relation to a Note will be made:

- (a) after deduction of all withholdings and deductions required by law; and
- (b) by either:
  - (i) cheque mailed to the Lender at the address appearing in the Register; or
  - (ii) if the Lender nominates a bank account to the Company, by electronic bank transfer of cleared funds into that bank account.

### 4.2 Withholdings and deductions

If the Company or another person is required by law to make a deduction or withholding from a payment to the Lender, the Company must notify the Lender of such and pay the full amount of the deduction or withholding to the appropriate Government Agency under applicable law, and deliver the original receipts to the Lender promptly after receipt.

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## 5 Replacement of Certificate

- (a) If any Certificate is lost, stolen, mutilated, defaced or destroyed it may be replaced at the registered office of the Company upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence, indemnity and security as the Company may reasonably require.
  - (b) Mutilated or defaced Certificates must be surrendered before replacements will be issued.
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## 6 Transfer of Notes

A Note may not be transferred.

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## 7 Interest

No interest will be payable on a Note.

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## 8 Redemption and Conversion

### 8.1 Early Conversion

- (a) The Lender may at any time after the issue of a Note and prior to the date 5 Business Days prior to the Maturity Date, provide the Company with a Conversion notice substantially in the form set out in Attachment E electing to Convert a Note.
- (b) If the Company receives a Conversion notice from the Lender under paragraph 8.1(a), the Company must use reasonable endeavours to procure any approvals required for Conversion or the issue of Shares on Conversion (including, without limitation, under the Corporations Act (including under item 7 section 611 of the Corporations Act) as soon as practicable, and in any event no later than 3 months after the date of receiving a Conversion notice from the Lender under clause 8.1(a).
- (c) Subject to receiving all approvals referred to in paragraph 8.1(b), or, if the Company determines that no approvals are required, the Company must, as soon as reasonably practicable after receipt of all approvals or making the determination (as the case may be):
  - (i) Convert the Note and allot to the Lender ~~5,000,000~~50,000,000 Shares;
  - (ii) procure the entry of the Lender into the Company's register of members as the holder of ~~5,000,000~~50,000,000 Shares;
  - (iii) procure the delivery to the Lender a holding statement showing the Lender as the holder of ~~5,000,000~~50,000,000 Shares; and
  - (iv) release on ASX a disclosure document or a notice under sub-section 708A(5)(e) of the Corporations Act to enable the Shares to be freely tradable.
- (d) The Shares issued under this paragraph 8.1 will rank pari passu with the Shares on issue at Conversion.
- (e) If the approvals referred to in paragraph 8.1(b) have not been obtained by the date 3 months after the Lender provides a Conversion Notice to the Company under paragraph 8.1(a), the Note shall become incapable of being converted into Shares, and the Company shall redeem the Note by paying the Redemption Amount to the Lender in immediately available funds on the date 3 months after the Maturity Date.

### 8.2 Early redemption

- (a) The Company may, at any time after the issue of a Note and prior to the Maturity Date, redeem a Note by giving the Lender at least 3 Business Days' prior written notice and paying the Redemption Amount to the Lender in immediately available funds.
- (b) For the avoidance of doubt, the Lender may not elect to redeem a Note early and the Company is not required to redeem a Note early.

### 8.3 Redemption and Conversion at maturity

- (a) Unless a Note has been Converted or redeemed early in accordance with paragraph 8.1 or 8.2, the Company must use reasonable endeavours to obtain any approvals (including, without limitation, under the Corporations Act (including under item 7 section 611 of the Corporations Act), the ASX Listing Rules, the FATA or FIRB's foreign investment policy) for Conversion or the issue of Shares on Conversion, within ~~327~~ months following the Maturity Date.
- (b) The Lender must provide reasonable assistance to the Company in relation to the preparation of any document which the Company is required to prepare or lodge for the purposes of obtaining all necessary approvals in accordance with paragraph 8.3(a).
- (c) Subject to receiving all approvals referred to in paragraph 8.3(a), or, if the Company determines that no approvals are required, the Company must, as soon as practicable after the approvals are obtained or after the determination that no approvals are required (as applicable):

- (i) Convert the Note and allot to the Lender ~~5,000,000~~50,000,000 Shares;
  - (ii) procure the entry of the Lender into the Company's register of members as the holder of ~~5,000,000~~50,000,000 Shares;
  - (iii) procure the delivery to the Lender a holding statement showing the Lender as the holder of ~~5,000,000~~50,000,000 Shares; and
  - (iv) release on ASX a disclosure document or a notice under sub-section 708A(5)(e) of the Corporations Act to enable the Shares to be freely tradable.
- (d) The Shares issued under this paragraph 8.3 will rank pari passu with the Shares on issue at Conversion. Upon issue of the Shares, the Lender agrees to become a member of the Company and be bound by the terms of the Company's constitution.
- (e) If the approvals referred to in paragraph 8.3(a) have not been obtained by the date ~~3-27~~ months after the Maturity Date, the Note shall become incapable of being converted into Shares, and the Company shall redeem the Note by paying the Redemption Amount to the Lender in immediately available funds on the date that is ~~327~~ months following the Maturity Date.
- (f) Despite anything to the contrary contained in or implied by these Note Terms, it is a condition precedent to any right of the Lender to receive payment of any funds in respect of a Note or to obtain Shares on Conversion that all necessary authorisations (if any) and any other statutory requirements of the jurisdiction in which the Lender is resident which may then be in existence are obtained and satisfied at the cost of the Lender.
- (g) Unless:
- (i) Shareholders have approved Conversion of a Notes in accordance with paragraph 8.3(a) and after all other approvals; or
  - (ii) a Note has been Converted,
  - (f) the Company may, at any time after the Maturity Date and prior to the date that is 27 months following the Maturity Date, redeem a Note by paying the Redemption Amount to the Lender in immediately available funds.

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## 9 Adjustments

Notwithstanding anything else in these Note Terms, if the Company reorganises its capital in any way while a Note is on issue, in respect of a Note, the number of Shares to be issued on Conversion to the Lender will be reorganised so that the Lender will not receive a benefit the holders of Shares do not receive and vice versa.

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## 10 Voting Rights

The Note shall not provide for any voting rights at Shareholder meetings of the Company.

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For the purposes of this Annexure A

**ASX** means ASX Limited ACN 008 624 691 or the Australian Securities Exchange operated by it (as the context requires).

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

**Business Day** means a day on which banks are open for business in Perth, Western Australia, excluding a Saturday, Sunday or public holiday.

**Certificate** means a convertible note.

**Conversion** means the conversion of a Note into Shares pursuant to paragraph 8 of the Note Terms and **Convert** and **Converted** has a corresponding meaning.

**Conversion Price** means \$0.20.

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

**Deed** means this facility and note Deed including the Note Terms.

**Dollars, A\$ and \$** means the lawful currency of Australia.

**FATA** means the Foreign Acquisitions and Takeovers Act 1975.

**FIRB** means the Foreign Investment Review Board.

**Government Agency** means a government or any governmental, semi-governmental, legislative, administrative, fiscal, quasi-judicial or judicial entity, authority, department or other body, whether foreign, federal, State, Territorial or local (including any self-regulatory organisation established under statute or any stock exchange).

**Lender** means Sinom (Hong Kong) Limited.

**Maturity Date** means 14 October 2014.

**Note** means an unsecured convertible loan note to be issued by the Company under this Deed with the rights described in the Note Terms, title to which is recorded in and evidenced by an inscription in the Register.

**Note Terms** means the terms of the Notes described in Annexure A.

**Redemption Amount** means \$1,000,000 per Note.

**Register** means the register of noteholders to be kept under paragraph 2.1 of the Note Terms.

**Shares** means ordinary shares in the capital of the Company or any Successor Company (as the context requires).

**Shareholders** means the shareholders of the Company from time to time.

**Subscription Amount** means \$1,000,000 per Note.

**Successor Company** means a company that results from, or follows an acquisition, consolidation, amalgamation, merger or transfer of all or substantially all of the Shares, undertaking or assets of the Company to another corporation.

# Resource Mining Corporation Limited

ABN 97 008 045 083

**LODGE YOUR VOTE:**

By Fax: +61 8 9213 9444

By Email: [rmc@resmin.com.au](mailto:rmc@resmin.com.au)

By Mail: 702 Murray Street,  
West Perth, 6005,  
Western Australia

## PROXY FORM

### GENERAL MEETING

I/We

Address

being a Member of Resource Mining Corporation Limited entitled to attend and vote at the General Meeting, hereby

Appoint

Name of proxy (**Please note:** Leave blank if you have selected the Chairman of the General Meeting as your proxy.)

OR

the Chairman of the General Meeting as your proxy

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the Meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the General Meeting of Resource Mining Corporation Limited to be held at 702 Murray Street, West Perth, Western Australia on **Friday 13 January 2017 at 10.30am (WST)** and at any adjournment or postponement of that Meeting.

**The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chairman is entitled to vote.**

### Voting on Business of the General Meeting

**FOR      AGAINST      ABSTAIN**

Ordinary Resolution 1- Approval to amend Convertible Notes




**Please note:** If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

If two proxies are being appointed, the proportion of voting rights this proxy represents is      %.

Signature of Member(s) \_\_\_\_\_ Date: \_\_\_\_\_

**Individual or Member 1**

Sole Director/Company Secretary

**Member 2**

Director

**Member 3**

Director/Company Secretary

Contact Name: \_\_\_\_\_

Contact Ph (daytime): \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

## VOTING INSTRUCTIONS

### How to Vote on Items of Business

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

**For your vote to be effective it must be received by 10.30am (WST) Wednesday, 11 January 2017**

### Appointment of Proxy

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

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

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

**A proxy need not be a securityholder of the Company.**

### Signing Instructions

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

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

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

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

### Attending the Meeting

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

**Comments & Questions:** If you have any comments or questions for the company, please write them on a separate sheet of paper and return with this form.