

Notice of Annual General Meeting and Explanatory Memorandum

IronRidge Resources Limited

ACN: 127 215 132

Date of Meeting: 29 November 2018

Time of Meeting: 2:00 pm (Brisbane time)

Place of Meeting: Hopgood Ganim Lawyers, Level 7 Waterfront Place, 1 Eagle Street, Brisbane Qld 4000

Notice of Annual General Meeting

Notice is given that the 2018 Annual General Meeting of Shareholders of **IronRidge Resources Limited ACN 127 215 132 (Company)** will be held at offices of Hopgood Ganim, Level 7 Waterfront Place, 1 Eagle Street, Brisbane Qld 4000 at 2.00pm on 29 November 2018.

Agenda

Annual Financial Reports

To receive and consider the Company's Annual Report comprising the Directors' Report and Auditors' Report, Directors' Declaration, Income Statements, Balance Sheets, Statement of Changes in Equity, Statement of Cash Flows and Notes to and forming part of the accounts for the Company for the financial year ended 30 June 2018.

See Explanatory Statement below for further information.

Resolution 1. Re-Election of Nicholas Mather as a Director

To consider and, if thought fit, pass the following Ordinary Resolution, with or without amendment:

"That in accordance with Article 40.1(c) of the Company's Constitution, Nicholas Mather, who retires in accordance with the Company's Constitution and, being eligible and offering himself for re-election, be re-elected as a Director of the Company."

See Explanatory Statement below for further information.

Resolution 2. Re-Election of Neil Herbert as a Director

To consider and, if thought fit, pass the following Ordinary Resolution, with or without amendment:

"That in accordance with Article 40.1(c) of the Company's Constitution, Neil Herbert, who retires in accordance with the Company's Constitution and, being eligible for re-election offers himself for re-election, be re-elected as a Director of the Company."

See Explanatory Statement below for further information.

Resolution 3. Re-Election of Kenichiro Tsubaki as a Director

To consider and, if thought fit, pass the following Ordinary Resolution, with or without amendment:

"That in accordance with Article 40.1(c) of the Company's Constitution, Kenichiro Tsubaki, who retires in accordance with the Company's Constitution and, being eligible for re-election offers himself for re-election, be re-elected as a Director of the Company."

See Explanatory Statement below for further information.

Resolution 4. Disapplication of Pre-emptive Rights

To consider and, if thought fit, pass the following Ordinary Resolution, with or without amendment:

"That, the Directors be authorised pursuant to Rule 6.3 of the Constitution to allot and issue Equity Securities for cash as if Rule 6.1 did not apply to any such allotment provided that this authority shall be limited to the allotment and issue of up to 15% of the issued share capital of the Company as at the date of this resolution (which at the date of this Notice of Meeting is 42,291,924 Equity Securities) and that this authority shall expire at the earlier of the conclusion of the next annual general meeting of the Company and the date twelve (12) months from the date of passing of this resolution."

See Explanatory Statement below for further information.

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Resolution 5. Grant of Options to Vincent Mascolo

To consider and, if thought fit, pass the following Ordinary Resolution, with or without amendment:

“That in accordance with the provisions of Part 2E of the Corporations Act and for all other purposes, the Company be authorised to issue the following Options to subscribe for Shares to Vincent Mascolo, being a Director of the Company (or his nominee), and otherwise on terms set out in the Explanatory Memorandum accompanying this Notice of Meeting:

<u>Number of Options</u>	<u>Exercise Price</u>	<u>Expiry</u>
4,000,000	40 pence	2 years from allotment
5,000,000	60 pence	3 years from allotment
6,000,000	90 pence	3 years from allotment”

See Explanatory Statement below for further information.

Part 2E voting exclusion statement:

For the purposes of Part 2E of the Corporations Act, a vote on this resolution must not be cast by or on behalf of:

- (a) Vincent Mascolo; and
- (b) any Associate of those persons in (a) above.

However, this does not prevent the casting of a vote on this resolution if it is cast by a person as a proxy in writing that specifies how the proxy is to vote on the proposed resolution and it is not cast on behalf of a person referred to in subparagraphs (a) or (b) directly above.

Key Management Personnel voting exclusion statement:

A vote on this Resolution must not be cast by:

- (a) any member of the Key Management Personnel of the Company or, if the Company is part of a consolidated entity, of the entity; or
- (b) a Closely Related Party of such a member,

who is appointed as a Shareholder’s proxy, on the basis of that appointment, where the Shareholder does not specify in writing the way the proxy is to vote on the resolution.

However, the Company need not disregard a vote if it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, where the Shareholder does not specify in writing the way the proxy is to vote on the resolution, if the appointment of proxy expressly authorises the chair to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel for the Company or if the Company is part of a consolidated entity, of the entity.

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Resolution 6. Grant of Performance Rights to Vincent Mascolo

To consider and, if thought fit, pass the following Ordinary Resolution, with or without amendment:

“That in accordance with the provisions of Part 2E of the Corporations Act and for all other purposes, the Company be authorised to issue the following performance rights to Vincent Mascolo, being a Director of the Company (or his nominee), and otherwise on terms set out in the Explanatory Memorandum accompanying this Notice of Meeting:

<u>Number of Performance Rights</u>	<u>Maturity Price</u>	<u>Expiry</u>
450,000	30 pence	3 years from allotment
450,000	40 pence	3 years from allotment
450,000	50 pence	3 years from allotment
450,000	60 pence	3 years from allotment
450,000	70 pence	3 years from allotment
450,000	80 pence	3 years from allotment
450,000	90 pence	3 years from allotment
450,000	100 pence	3 years from allotment
1,000,000	125 pence	3 years from allotment
1,500,000	150 pence	3 years from allotment
2,000,000	200 pence	3 years from allotment”

See Explanatory Statement below for further information.

Part 2E voting exclusion statement:

For the purposes of Part 2E of the Corporations Act, a vote on this resolution must not be cast by or on behalf of:

- (a) Vincent Mascolo; and
- (b) any Associate of those persons in (a) above.

However, this does not prevent the casting of a vote on this resolution if it is cast by a person as a proxy in writing that specifies how the proxy is to vote on the proposed resolution and it is not cast on behalf of a person referred to in subparagraphs (a) or (b) directly above.

Key Management Personnel voting exclusion statement:

A vote on this Resolution must not be cast by:

- (a) any member of the Key Management Personnel of the Company or, if the Company is part of a consolidated entity, of the entity; or
- (b) a Closely Related Party of such a member,

who is appointed as a Shareholder’s proxy, on the basis of that appointment, where the Shareholder does not specify in writing the way the proxy is to vote on the resolution.

However, the Company need not disregard a vote if it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, where the Shareholder does not specify in writing the way the proxy is to vote on the resolution, if the appointment of proxy expressly authorises the chair to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel for the Company or if the Company is part of a consolidated entity, of the entity.

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Resolution 7. Approval of the IRR Employee and Executive Share Option Loan Plan

To consider and, if thought fit, pass the following Ordinary Resolution, with or without amendment:

"That for the purposes of:

- a) Sections 259B and 260C of the Corporations Act, and for all other purposes, approval be given to the terms and adoption of the IRR Employee and Executive Share Option Loan Plan, as summarised at Annexure B;
- b) section 260C of the Corporations Act, and for all other purposes, the issue of Shares under the Plan within three (3) years from the date of this Resolution be an exception to section 260A of the Corporations Act; and
- c) for the purposes of section 259B of the Corporations Act, and for all other purposes, approval be given to the grant of security to the Company over Shares under the Plan,

and otherwise on terms set out in the Explanatory Memorandum accompanying this Notice of Meeting."

See Explanatory Statement below for further information. In respect of this Resolution, a copy of this Notice and the Explanatory Memorandum which accompanies this Notice has been lodged with ASIC in accordance with section 260B(5) of the Corporations Act.

Voting Exclusion Statement:

The Company will disregard any votes cast in favour of this Resolution by any Director of the Company who is eligible to participate in the Plan and any associate of them.

However, the Company need not disregard a vote if:

- a) it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or
- b) it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with the direction on the proxy form to vote as the proxy decides.

Key Management Personnel voting exclusion statement:

A vote on this Resolution must not be cast by:

- a) any member of the Key Management Personnel of the Company or, if the Company is part of a consolidated entity, of the entity; or
- b) a Closely Related Party of such a member,

who is appointed as a Shareholder's proxy, on the basis of that appointment, where the Shareholder does not specify in writing the way the proxy is to vote on the resolution.

However, the Company need not disregard a vote if it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, where the Shareholder does not specify in writing the way the proxy is to vote on the resolution, if the appointment of proxy expressly authorises the chair to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel for the Company or if the Company is part of a consolidated entity, of the entity.

OTHER BUSINESS

To consider any other business as may be lawfully put forward in accordance with the Constitution of the Company.

By Order of the Board



Karl Schlobohm
Company Secretary
2 November 2018

Explanatory Memorandum

EXPLANATORY STATEMENT

This Explanatory Memorandum is provided to Shareholders of IronRidge Resources Limited ACN 127 215 132 (**Company**) to explain the Resolutions to be put to Shareholders at the Annual General Meeting to be held at the offices of HopgoodGanim lawyers, Level 7 Waterfront Place, 1 Eagle Street, Brisbane, Qld 4000 at 2.00pm on 29 November 2018.

This Explanatory Memorandum is intended to provide Shareholders with sufficient information to assess the merits of the Resolutions contained in the Notice of Meeting material. The Directors recommend Shareholders read the accompanying Notice of Meeting and this Explanatory Memorandum in full before making any decision in relation to the Resolutions.

Consider the Company's Annual Report

The Company's Annual Report comprising the Directors' Report and Auditors' Report, Directors' Declaration, Income Statements, Balance Sheets, Statement of Changes in Equity, Statement of Cash flows and notes to and forming part of the accounts for the Company and its controlled entities for the financial year ended 30 June 2018. The Company's Annual Report for the financial year ended 30 June 2018 was previously sent to all Shareholders. No voting is required for this item.

Resolution 1 – Re-Election of Nicholas Mather as a Director

Mr Mather was appointed to the Board of Directors on incorporation of the Company on 24 August 2007. In accordance with the Company's Constitution, Mr Mather will retire at the Annual General Meeting, and will stand for re-election.

Mr Mather's special area of experience and expertise is the generation of and entry into undervalued or unrecognised resource exploration opportunities. He has been involved in the junior resource sector at all levels for more than 25 years. In that time he has been instrumental in the delivery of major resource projects that have delivered significant gains to shareholders. As an investor, securing projects and financiers, leading exploration campaigns and managing emerging resource companies Mr Mather brings a wealth of valuable experience.

Mr Mather is currently the Managing Director and co-founder of DGR Global Limited (ASX), and a Non-Executive Director of Lakes Oil NL (ASX), Dark Horse Resources Limited (ASX) and Aus Tin Mining Limited (ASX). Mr Mather also currently acts as an Executive Chairman of Armour Energy Limited (ASX) and an Executive Director of SolGold plc (LSE).

The Directors recommend that you vote in favour of this Ordinary Resolution.

Resolution 2 – Re-Election of Neil Herbert as a Director

Mr Herbert was appointed to the Board of Directors on the first day the Company listed on London's AIM stock market on 12 February 2015. In accordance with the Company's Constitution, Mr Herbert will retire at the Annual General Meeting, and will stand for re-election.

Mr Herbert is a Fellow of the Association of Chartered Certified Accountants and has over 23 years of experience in finance. Mr Herbert has been involved in growing mining and oil and gas companies, both as an executive and an investment manager, for over 16 years and, until May 2013, was co-chairman and managing director of AIM quoted Polo Resources Limited, a natural resources investment company.

Prior to this, he was a director of resource investment company Galahad Gold plc from which he became finance director of its most successful investment, start-up uranium company UraMin Inc from 2005 to 2007, during which period he worked to float the company on AIM and the Toronto Stock Exchange in 2006, raise US\$400 million in equity financing, and negotiate the sale of the group for US\$2.5 billion.

Mr Herbert has also held board positions at a number of resource companies where he has been involved in managing numerous acquisitions, disposals, stock market listings and fundraisings. Mr Herbert holds a joint honours degree in economics and economic history from the University of Leicester.

The Directors recommend that you vote in favour of this Ordinary Resolution.

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Resolution 3 – Re-Election of Kenichiro Tsubaki as a Director

Mr Tsubaki was appointed to the Board of Directors of the Company on 31 March 2016. In accordance with the Company's Constitution, Mr Tsubaki will retire at the Annual General Meeting, and will stand for re-election.

Mr Tsubaki joins the Board as part of the Company's strategic alliance with Sumitomo Corporation and brings to IronRidge a wealth of expertise in the strategic development, marketing, operational and corporate development of the Company's Gabonese iron ore assets.

Mr Tsubaki is currently Head of Sumitomo's Iron & Steel Making Raw Materials Department Tokyo.

Prior to this appointment Mr Tsubaki has held several key roles with Sumitomo Corporation including the Division Manager for Sumitomo South Africa.

The Directors recommend that you vote in favour of this Ordinary Resolution.

Resolution 4 – Disapplication of Pre-emptive Rights

Under Rule 6.1 of the Company's Constitution, the Company is required to make an offer of Equity Securities first to Shareholders pro rata to their existing holdings. Rule 6.3 then allows the Company to resolve by ordinary resolution that the Directors can be authorised to issue and allot Equity Securities up to 15% of the Company's issued share capital for cash as if the pre-emption rights did not apply (a "Disapplication Resolution").

It is the Company's view that it can raise capital in a cost efficient and timely manner by carrying out a private placement of its shares instead of an offer of Equity Securities to all existing Shareholders where the costs of compliance with relevant securities laws would be much greater.

Accordingly, Resolution 4 seeks Shareholder approval under Rule 6.3 to authorise the Directors to issue up to 15% of the Company's issued share capital at the time of the Meeting (42,291,924 equity securities as at the date of the Notice of Meeting) as if the pre-emption rights in Rule 6.1 of the Constitution did not apply.

The Directors will be authorised to issue Equity Securities for cash without first offering them to all Shareholders of the Company on a pro rata basis which is equal to 15% of the Company's issued share capital.

An authority given under this Resolution will expire at the earlier of the conclusion of the next annual general meeting, and the date twelve (12) months from the date of the resolution or revocation of the authority by the Company.

Resolution 5 – Grant of Options to Vincent Mascolo

Introduction

The Directors have resolved to refer to members for approval the proposed grant of the following Options to Mr Vincent Mascolo as part of his remuneration arrangements as the Company's Managing Director:

<u>Number of Options</u>	<u>Exercise Price</u>	<u>Expiry</u>
4,000,000	40 pence	2 years from allotment
5,000,000	60 pence	3 years from allotment
6,000,000	90 pence	3 years from allotment

(Mascolo Options)

The Mascolo Options will vest immediately on the date of issue. The terms of the Options are set out in more detail below.

Approval for the issue of the Mascolo Options is sought in accordance with the provisions of Part 2E of Australia's Corporations Act, and the relevant provisions of the AIM Rules for Companies. In order for the Mascolo Options to be granted to a Director, the requirements of Chapter 2E of the Corporations Act need to be observed.

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Options Terms

A summary of the material terms of the Mascolo Options is set out below:

- The securities to be issued are unlisted options to subscribe for fully paid Shares.
- The Options are to be issued for no consideration.
- The quantity, exercise price and term to expiry (Term) for each tranche of Options is as follows:

<u>Number of Options</u>	<u>Exercise Price</u>	<u>Term to Expiry</u>
4,000,000	40 pence	2 years from allotment
5,000,000	60 pence	3 years from allotment
6,000,000	90 pence	3 years from allotment

- Any vested but unexercised Options will expire on the earlier of:
 - (a) the expiration of the Term;
 - (b) the expiration of three (3) months, or any longer period as determined by the Board, should Mr Mascolo cease to be a Director of the Company; or
 - (c) Mr Mascolo ceasing to be a Director of the Company due to fraud or dishonesty.
- Shares issued on exercise of the Options will rank equally with all existing Shares from the date of issue.
- The Options, once vested, may be exercised wholly or in part by notice in writing to the Company received at any time on or before the expiration of the Term, together with a cheque for the Exercise Price of the Option multiplied by the number of Shares in respect of which Options are being exercised.
- The Options shall be unlisted but shall be transferable with the Company's consent.
- Upon allotment of Shares pursuant to the exercise of Options, the Company shall use its best endeavours to have such Shares admitted to AIM.
- Option holders do not have any right to participate in new issues of securities in the Company made to Shareholders under a pro rata entitlement offer. The Company will provide Option holders with five (5) days' notice prior to the record date (to determine entitlements to any new issue of securities made to Shareholders under a pro rata entitlement offer) to exercise the Options.
- Option holders do not participate in dividends or in bonus issues unless the Options are exercised and the resultant shares of the Company are issued prior to the record date to determine entitlements to the dividend or bonus issue.
- In the event of any reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company:
 - the number of Options, the exercise price, or both will be reconstructed (as appropriate) in a manner consistent with the AIM Rules for Companies, but with the intention that such reconstruction will not result in any benefits being conferred on the Option holder which are not conferred on Shareholders; and
 - subject to the provisions with respect to rounding of entitlements as sanctioned by a meeting of Shareholders of the Company approving a reconstruction of capital, in all other respects the terms for the exercise of the Options will remain unchanged.
- If there is a bonus issue to the holders of Shares, the number of Shares over which an Option is exercisable will be increased by the number of Shares which the Option holder would have received if the Options had been exercised before the record date for the bonus issue.
- If, during the life of any Option, there is a pro rata issue (except a bonus issue), the Exercise Price of an Option may be reduced according to the following formula:

$$O^1 = O - \frac{E [P - (S + D)]}{N + 1}$$

where

O^1 = the new exercise price of the Option

O = the old exercise price of the Option

E = the number of underlying securities into which one Option is exercisable

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- P = the average market price per security (weighted by reference to volume) of the underlying securities during the five (5) trading days ending on the day before the ex right date or the ex entitlements date
- S = the subscription price for a security under the pro-rata issue
- D = the dividend due but not yet paid on existing underlying securities (except those to be issued under the pro-rata issue)
- N = the number of securities with rights or entitlements that must be held to receive a right to one new security
- The terms of the Options shall only be changed if holders (whose votes are not to be disregarded) of Shares approve of such a change. However, the terms of the Options shall not be changed to reduce the Exercise Price, increase the number of Options or change any period for exercise of the Options.
- The terms of the Company's Employee Option Plan Rules must also be taken into consideration, as relevant.

Regulatory Requirements

Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act prohibits a public company from giving a financial benefit to a related party of a public company unless the benefit falls within one of various exceptions to the general prohibition. One of the exceptions includes where the company first obtains the approval of its Shareholders in general meeting in circumstances where the requirements of Chapter 2E in relation to the convening of that meeting have been met.

A "related party" for the purposes of the Corporations Act is defined widely and includes a director of the public company.

A "financial benefit" for the purposes of the Corporations Act has a very wide meaning. It includes the public company paying money or issuing securities to the related party. In determining whether or not a financial benefit is being given, it is necessary to look to the economic and commercial substance and effect of what the public company is doing (rather than just the legal form). Any consideration which is given for the financial benefit is to be disregarded, even if it is full or adequate.

The proposed Resolution 5, if passed, will confer a financial benefit to Mr Mascolo and the Company seeks to obtain member approval in accordance with the requirements of Chapter 2E of the Corporations Act and for this reason, and for all other purposes, the following information is provided to Shareholders.

(a) The related party to whom Resolution 5 would permit the financial benefit to be given

Mr Mascolo, the Company's Managing Director.

(b) The nature of the financial benefit

The nature of the proposed financial benefit to be given is the grant of unlisted options to Mr Mascolo (or his nominee) as follows:

<u>Number of Options</u>	<u>Exercise Price</u>	<u>Term to Expiry</u>
4,000,000	40 pence	2 years from allotment
5,000,000	60 pence	3 years from allotment
6,000,000	90 pence	3 years from allotment

(c) Directors' recommendation

Mr Mascolo has an interest in the outcome of Resolution 5. All of the Directors, with Mr Mascolo abstaining, recommend that Shareholders vote in favour of this resolution.

(d) Mr Mascolo's interests and other remuneration

Mr Mascolo has a material personal interest in the outcome of Resolution 5, as it is proposed that Options be granted to him (or his nominee).

Mr Mascolo (and entities associated with him) currently holds 11,900,000 Shares in the Company. Please refer to the table below which indicates the shareholding of Mr Mascolo (and entities associated with him).

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Other than the Mascolo Options to be issued to Mr Mascolo pursuant to Resolution 5, Mr Mascolo shall receive Chief Executive Officer's base remuneration of \$375,000 per annum (total cost to the Company) from the Company for his services as Chief Executive Officer, plus performance linked cash bonuses to a maximum of \$150,000 per annum. It should be noted that pursuant to Resolution 6, the Company is also proposing to allot to Mr Mascolo (or his nominee) 8,100,000 Performance Rights in the Company, as part of his remunerations arrangements as the Company's Managing Director.

Mr Mascolo also currently holds 4,500,000 existing options exercisable at 60p each, expiring on 03 May 2019.

If all of the new and existing Mascolo Options granted are exercised by Mr Mascolo the following will be the effect on his current holdings in the Company:

Director (including associated entities)	Current Share Holding	% of Total Share Capital	Share Capital Upon Exercise	% of Total Share Capital
Mr Mascolo	11,900,000	4.22%	31,400,000	10.42%
All Other Holders	270,046,158	95.78%	270,046,158	89.58%
Total	281,946,158	100.00%	301,446,158	100.00%

*The table above ignores the potential impact of the following current unlisted options (**Unlisted Options**) on issue:

1. 600,000 employee options exercisable at £0.10 each, expiring 20 January 2019;
2. 8,500,000 employee options exercisable at £0.30 each, expiring 22 December 2018;
3. 2,000,000 employee options exercisable at £0.60 each, expiring 29 September 2019;
4. 6,000,000 Director options exercisable at £0.60 each, expiring 3 May 2019;
5. 4,500,000 employee options exercisable at £0.40 each, expiring 05 September 2019;
6. 4,500,000 employee options exercisable at £0.60 each, expiring 05 September 2019;
7. 6,750,000 employee options exercisable at £0.40 each, expiring 03 September 2020;
8. 5,000,000 employee options exercisable at £0.60 each, expiring 03 September 2021;
9. 6,000,000 employee options exercisable at £0.90 each, expiring 03 September 2021.

(e) Valuation

The Mascolo Options are not currently quoted on the AIM market and as such have no market value. Each Mascolo Option grants the holder thereof a right to subscribe for one Share upon exercise of each Mascolo Option and payment of the Exercise Price of the Mascolo Option described above. Accordingly, the Mascolo Options may have a present value at the date of their grant.

The Mascolo Options may acquire future value dependent upon the extent to which the Shares exceed the Exercise Price of the Mascolo Options during the term of the Mascolo Options.

As a general proposition, options to subscribe for ordinary fully paid shares in a company have value. Various factors impact upon the value of options including things such as:

- the period outstanding before the expiry date of the options;
- the exercise price of the options relative to the underlying price or value of the securities into which they may be converted;
- the proportion of the issued capital as expanded consequent upon exercise represented by the shares issued upon exercise (i.e. whether or not the shares that might be acquired upon exercise of the options represent a controlling or other significant interest);
- the value of the shares into which the options may be converted; and
- whether or not the options are listed (i.e. readily capable of being liquidated), and so on.

There are various formulae which can be applied to determining the theoretical value of options, including the formula known as the Black-Scholes Model option valuation formula.

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The Company commissioned an independent valuation of the Mascolo Options utilising the Black-Scholes Model, which is the most widely used and recognised model for pricing options. The valuation was undertaken by Value Logic and dated 30 August 2018. The value of an option calculated by the Black-Scholes Model is a function of the relationship between a number of variables, being the price of the underlying Share at the time of issue, the exercise price, the time to expiry, the risk-free interest rate, the volatility of the Company's underlying Share price.

Inherent in the application of the Black-Scholes Model are a number of inputs, some of which must be assumed. The data relied upon in the valuation applying the Black-Scholes Model was:

<i>Option Allotments</i>	Exercise Prices	Market Price*	Expiry	Volatility Measure	Risk-Free Interest Rate
	40p, 60p, 90p	24p	24 - 36 months	87.5%	2.05%

*a market price of Shares of 24p being the closing price of Shares on 29 August 2018 (the day before the valuation was undertaken) was used as a proxy for the market price at the future date of issue, being the date of the General Meeting to approve the issue.

Based on the valuation, the respective value of the Mascolo Options to be issued pursuant to Resolution 5 (if approved) is as follows:

<u>Number of Options</u>	<u>Exercise Price</u>	<u>Term to Expiry</u>	<u>Value per Option</u>	<u>Total Value</u>
4,000,000	40 pence	2 years	\$0.1462	\$584,769
5,000,000	60 pence	3 years	\$0.1539	\$769,358
6,000,000	90 pence	3 years	\$0.1174	\$704,564
				<u>\$2,058,691</u>

(f) Any other information that is reasonably required by Shareholders to make a decision and that is known to the Company or any of its Directors

There is no other information known to the Company or any of the Directors save and except as follows:

Market price movements

The option valuation noted above is based on a market price of the Shares at the day before the valuation dated 30 August 2018 of 24p.

There is a possibility that the market price of the Shares on the date of issue of the Options will be different to this and that the market price of the Shares will change up to the date of the General Meeting.

The effect on the valuation per option of movements in the market price of the Shares is set out below:

Market Price (GBP)	Valuation per 60p option (GBP)
65p	37.9p
55p	30.0p
50p	26.2p
40p	18.9p
35p	15.5p

Opportunity costs

The opportunity costs and benefits foregone by the Company issuing the Options to Mr Mascolo (or his nominee) is the potentially diluted impact on the issued Share capital of the Company (in the event that the Options are exercised). Until exercised, the issue of the Options will not impact upon the number of Shares on issue in the Company. To the extent that upon their exercise the dilutionary impact caused by the issue of the Shares will be detrimental to the

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Company, this is more than offset by the advantages accruing from the Company securing the ongoing services of Mr Mascolo as Managing Director. It is also considered that the potential increase of value in the Options is dependent upon a concomitant increase in the value of the Company generally.

Trading history of the Shares

As at 29 August 2018 (being the date of valuation of the Mascolo Options), the closing price of Shares on AIM was 24p.

Set out below is the trading history of the Shares over the past 12 months.

	Market Price 6 months prior to Notice of Meeting	Market Prices 12 months prior to Notice of Meeting
	(GBP)	(GBP)
High	35.7p	35.7p
Low	23.4p	21.6p
VWAP	28.2p	26.4p

Taxation consequences

No stamp duty will be payable in respect of the grant of the Mascolo Options. No GST will be payable by the Company in respect of the grant of the Mascolo Options (or if it is then it will be recoverable as an input credit).

AASB 2 "Share Based Payments" requires that these payments shall be measured at the more readily determinable fair value of the equity instrument. Under the accounting standards this amount will be expensed in the statement of financial performance. Where the grant date and the vesting date are different the total expenditure calculated will be allocated between the two dates taking into account the terms and conditions attached to the instruments and the counterparties as well as management's assumptions about probabilities of payments and compliance with and attainment of the set out terms and conditions.

Dilutionary effect

The dilutionary effect on the Company and its Shareholders is summarized in the table on Page 7 above.

Summary

- The number of Options to be granted to Mr Mascolo pursuant to Resolution 5 is as follows:

<u>Number of Options</u>	<u>Exercise Price</u>	<u>Term to Expiry</u>
4,000,000	40 pence	2 years from allotment
5,000,000	60 pence	3 years from allotment
6,000,000	90 pence	3 years from allotment

- The Options are intended to be granted as soon as possible following the meeting, but in any event, within one (1) month of the date of the Meeting.
- The Options are being issued for nil consideration.
- No funds are being raised by the grant of the Options, but up to £10,000,000 of gross proceeds will be paid to the Company upon exercise of such Options. Any funds so raised would be used for:
 - progressing the exploration and development of the Company's ongoing Projects in Africa and Australia;
 - progressing the identification and initial exploration of new projects; and
 - the payment of other corporate costs and to provide additional working capital.

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Save as set out in this Explanatory Memorandum, the Directors are not aware of any other information that will be reasonably required by Shareholders to make a decision in relation to benefits contemplated by Resolution 5.

Related Party Transaction – AIM Rules

The proposed grant of the Mascolo Options constitutes a related party transaction as defined by the London Stock Exchange's AIM Rules for Companies.

The Directors of the Company that do not have an interest, either directly or indirectly, in the proposed grant of the Mascolo Options have come to the view that the proposed grant of the Mascolo Options to Vincent Mascolo is fair and reasonable insofar as the Company's Shareholders are concerned.

For the purposes of Schedule 4 of the AIM Rules for Companies, the Company provides the following information:

- (a) Particulars of the transaction, including name of any other relevant parties**
An issue of the Mascolo Options to the Managing Director of the Company.
- (b) Description of the assets which are the subject of the transaction, or the business carried on by, or using, the assets**
Mascolo Options on the terms as outlined in this Notice of Meeting.
- (c) The profits (or if applicable, losses) attributable to those assets**
Not applicable. The Board does not consider that any profit or loss will be attributable to the issue of the Mascolo Options.
- (d) The value of those assets if different from the consideration**
The value of the Mascolo Options is set out under sub-clause (e) on Page 8 above.
- (e) The full consideration and how it is being satisfied**
No consideration is being paid by Mr Mascolo for the issue of the Mascolo Options.
- (f) The effect on the Company**
The exercise of the Mascolo Options will increase the issued share capital of the Company and have a dilutionary effect on the Company as set out in sub-clause (d) on Page 7 above.
- (g) Details of service contracts of any proposed Directors**
Not applicable. There is no arrangement to appoint new directors associated with the proposal.
- (h) In the case of a disposal, the application of the sale proceeds**
Not applicable. There is no disposal associated with the proposal.
- (i) In the case of a disposal, if shares or other securities are to form part of the consideration received, a statement whether such securities are to be sold or retained**
Not applicable. There is no disposal associated with the proposal.
- (j) Any other information necessary to enable investors to evaluate the effect of the transaction upon the Company**

Voting restrictions

There are restrictions on voting for Resolution 5 by Mr Mascolo and his associates, and KMP and their Closely Related Parties, for additional details please refer to the Voting Exclusion Statement in relation to Resolution 5 of the Notice of Meeting.

Shareholders should be aware that any undirected proxies given to the Chairman will be cast by the Chairman and counted in favour of the Resolutions the subject of this Meeting, including Resolution 5, subject to compliance with the Corporations Act.

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Resolution 6 – Grant of Performance Rights to Vincent Mascolo

Introduction

The Directors have resolved to refer to members for approval the proposed grant of the following Performance Rights to Mr Vincent Mascolo as part of his remuneration arrangements as the Company's Managing Director:

<u>Number of Performance Rights</u>	<u>Maturity Price Condition</u>	<u>Expiry</u>
450,000	30 pence	3 years from allotment
450,000	40 pence	3 years from allotment
450,000	50 pence	3 years from allotment
450,000	60 pence	3 years from allotment
450,000	70 pence	3 years from allotment
450,000	80 pence	3 years from allotment
450,000	90 pence	3 years from allotment
450,000	100 pence	3 years from allotment
1,000,000	125 pence	3 years from allotment
1,500,000	150 pence	3 years from allotment
2,000,000	200 pence	3 years from allotment

The Performance Rights have no vesting conditions other than the Maturity Price condition, which must be met for the Performance Rights to vest. The Maturity Price condition is met once the volume weighted average price (VWAP) for trading in the Company's shares over 30 trading days hits the price points noted above. At that stage, the Performance Rights automatically convert (once only) into fully paid ordinary shares without any payment.

Approval for the issue of the Performance Rights is sought in accordance with the provisions of Part 2E of Australia's Corporations Act, and the relevant provisions of the AIM Rules for Companies. In order for the Performance Rights to be granted to a Director, the requirements of Chapter 2E of the Corporations Act need to be observed.

Performance Right Terms

A summary of the material terms of the Performance Terms is set out below:

- The securities to be issued are unlisted performance rights which mature and effectively convert to fully paid Shares at no cost.
- The Performance Rights are to be issued for no consideration.
- The quantity, Maturity Price and term to expiry (Term) for each tranche of Performance Rights is as follows:

<u>Number of Performance Rights</u>	<u>Maturity Price Condition</u>	<u>Expiry</u>
450,000	30 pence	3 years from allotment
450,000	40 pence	3 years from allotment
450,000	50 pence	3 years from allotment
450,000	60 pence	3 years from allotment
450,000	70 pence	3 years from allotment
450,000	80 pence	3 years from allotment
450,000	90 pence	3 years from allotment
450,000	100 pence	3 years from allotment
1,000,000	125 pence	3 years from allotment
1,500,000	150 pence	3 years from allotment
2,000,000	200 pence	3 years from allotment

- Any vested but unexercised Performance Rights will expire on the earlier of:
 - (a) the expiration of the Term;
 - (b) the expiration of three (3) months, or any longer period as determined by the Board, should Mr Mascolo cease to be a Director of the Company; or
 - (c) Mr Mascolo ceasing to be a Director of the Company due to fraud or dishonesty.
- Shares issued on maturity of the Performance Rights will rank equally with all existing Shares from the date of issue.

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- The Performance Rights shall be unlisted but shall be transferable with the Company’s consent.
- Upon allotment of Shares pursuant to the maturity of the Performance Rights, the Company shall use its best endeavours to have such Shares admitted to AIM.
- Performance Rights holders do not participate in dividends or in bonus issues unless the Options are exercised and the resultant shares of the Company are issued prior to the record date to determine entitlements to the dividend or bonus issue.
- The terms of the Company’s Performance Rights Plan (summarised in Annexure A) must also be taken into consideration, as relevant.

Regulatory Requirements

Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act prohibits a public company from giving a financial benefit to a related party of a public company unless the benefit falls within one of various exceptions to the general prohibition. One of the exceptions includes where the company first obtains the approval of its Shareholders in general meeting in circumstances where the requirements of Chapter 2E in relation to the convening of that meeting have been met.

A “related party” for the purposes of the Corporations Act is defined widely and includes a director of the public company.

A “financial benefit” for the purposes of the Corporations Act has a very wide meaning. It includes the public company paying money or issuing securities to the related party. In determining whether or not a financial benefit is being given, it is necessary to look to the economic and commercial substance and effect of what the public company is doing (rather than just the legal form). Any consideration which is given for the financial benefit is to be disregarded, even if it is full or adequate.

The proposed Resolution 6, if passed, will confer a financial benefit to Mr Mascolo and the Company seeks to obtain member approval in accordance with the requirements of Chapter 2E of the Corporations Act and for this reason, and for all other purposes, the following information is provided to Shareholders.

(a) The related party to whom Resolution 6 would permit the financial benefit to be given

Mr Mascolo, the Company’s Managing Director.

(b) The nature of the financial benefit

The nature of the proposed financial benefit to be given is the grant of unlisted performance rights to Mr Mascolo (or his nominee) as follows:

<u>Number of Performance Rights</u>	<u>Maturity Price Condition</u>	<u>Expiry</u>
450,000	30 pence	3 years from allotment
450,000	40 pence	3 years from allotment
450,000	50 pence	3 years from allotment
450,000	60 pence	3 years from allotment
450,000	70 pence	3 years from allotment
450,000	80 pence	3 years from allotment
450,000	90 pence	3 years from allotment
450,000	100 pence	3 years from allotment
1,000,000	125 pence	3 years from allotment
1,500,000	150 pence	3 years from allotment
2,000,000	200 pence	3 years from allotment

(c) Directors’ recommendation

Mr Mascolo has an interest in the outcome of Resolution 6. All of the Directors, with Mr Mascolo abstaining, recommend that Shareholders vote in favour of this resolution.

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(d) Mr Mascolo's interests and other remuneration

Mr Mascolo has a material personal interest in the outcome of Resolution 6, as it is proposed that Performance Rights be granted to him (or his nominee).

Mr Mascolo (and entities associated with him) currently holds 11,900,000 Shares in the Company. Please refer to the table below which indicates the shareholding of Mr Mascolo (and entities associated with him).

Other than the Performance Rights to be issued to Mr Mascolo pursuant to Resolution 6, Mr Mascolo shall receive Chief Executive Officer's base remuneration of \$375,000 per annum (total cost to the Company) from the Company for his services as Chief Executive Officer, plus performance linked cash bonuses to a maximum of \$150,000 per annum. It should be noted that pursuant to Resolution 5, the Company is also proposing to allot to Mr Mascolo (or his nominee) 15,000,000 Options in the Company, as part of his remunerations arrangements as the Company's Managing Director.

Mr Mascolo also currently holds 4,500,000 existing options exercisable at 60p each, expiring on 03 May 2019.

If all of the new Performance Rights granted to Mr Mascolo mature into Shares, the following will be the effect on his current holdings in the Company:

Director (including associated entities)	Current Share Holding	% of Total Share Capital	Share Capital Upon Exercise	% of Total Share Capital
Mr Mascolo	11,900,000	4.22%	20,000,000	6.90%
All Other Holders	270,046,158	95.78%	270,046,158	93.10%
Total	281,946,158	100.00%	290,046,158	100.00%

*The table above ignores the potential impact of the following current unlisted options (**Unlisted Options**) on issue:

1. 600,000 employee options exercisable at £0.10 each, expiring 20 January 2019;
2. 8,500,000 employee options exercisable at £0.30 each, expiring 22 December 2018.
3. 2,000,000 employee options exercisable at £0.60 each, expiring 29 September 2019;
4. 10,500,000 Director options exercisable at £0.60 each, expiring 03 May 2019;
5. 4,500,000 employee options exercisable at £0.40 each, expiring 05 September 2019;
6. 4,500,000 employee options exercisable at £0.60 each, expiring 05 September 2019;
7. 6,750,000 employee options exercisable at £0.40 each, expiring 03 September 2020;
8. 5,000,000 employee options exercisable at £0.60 each, expiring 03 September 2021;
9. 6,000,000 employee options exercisable at £0.90 each, expiring 03 September 2021;

(e) Valuation

The Performance Rights are not currently quoted on the AIM market and as such have no market value. Each Performance Right grants the holder thereof a right to receive one fully paid ordinary share upon the maturity of each Performance Right, as described above. Accordingly, the Performance Rights may have a present value at the date of their grant.

The Performance Rights may acquire future value dependent upon the extent to which the Shares exceed the Maturity Price of the Performance Rights during the term of the Performance Rights.

As a general proposition, performance rights which conditionally mature and convert into ordinary fully paid shares in a company, based on pricing triggers, have value. Various factors impact upon the value of options including things such as:

- the period outstanding before the expiry date of the performance rights;
- the maturity price of the performance rights relative to the underlying price or value of the securities into which they may be converted;
- the proportion of the issued capital as expanded consequent upon conversion represented by the shares issued upon exercise (i.e. whether or not the shares that might be acquired upon maturity of the performance rights represent a controlling or other significant interest);

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- the value of the shares into which the performance rights may be converted; and
- whether or not the performance rights are listed (i.e. readily capable of being liquidated), and so on.

There are various formulae which can be applied to determining the theoretical value of options, including the formula known as the Black-Scholes Model option valuation formula.

The Company commissioned an independent valuation of the Performance Rights utilising the Black-Scholes Model, which is the most widely used and recognised model for pricing such securities. The valuation was undertaken by Value Logic and dated 30 August 2018. The value of an option calculated by the Black-Scholes Model is a function of the relationship between a number of variables, being the price of the underlying Share at the time of issue, the exercise price, the time to expiry, the risk-free interest rate, the volatility of the Company's underlying Share price.

Inherent in the application of the Black-Scholes Model are a number of inputs, some of which must be assumed. The data relied upon in the valuation applying the Black-Scholes Model was:

<i>Performance Right Allotments</i>	Exercise Prices	Market Price*	Expiry	Volatility Measure	Risk-Free Interest Rate
	30p – 200p	24p	36 months	87.5%	2.05%

*a market price of Shares of 24p being the closing price of Shares on 29 August 2018 (the day before the valuation was undertaken) was used as a proxy for the market price at the future date of issue, being the date of the General Meeting to approve the issue.

Based on the valuation, the respective value of the Performance Rights to be issued pursuant to Resolution 6 (if approved) is as follows:

<u>Number of Rights</u>	<u>Maturity Price Condition</u>	<u>Expiry</u>	<u>Value Per Right</u>	<u>Total Per Tranche</u>
450,000	30 pence	3 years from allotment	£0.112	£50,400
450,000	40 pence	3 years from allotment	£0.101	£45,450
450,000	50 pence	3 years from allotment	£0.094	£42,300
450,000	60 pence	3 years from allotment	£0.087	£39,150
450,000	70 pence	3 years from allotment	£0.082	£36,900
450,000	80 pence	3 years from allotment	£0.077	£34,650
450,000	90 pence	3 years from allotment	£0.074	£33,300
450,000	100 pence	3 years from allotment	£0.070	£31,500
1,000,000	125 pence	3 years from allotment	£0.067	£67,000
1,500,000	150 pence	3 years from allotment	£0.058	£87,000
2,000,000	200 pence	3 years from allotment	£0.050	£100,000

(f) Any other information that is reasonably required by Shareholders to make a decision and that is known to the Company or any of its Directors

There is no other information known to the Company or any of the Directors save and except as follows:

Market price movements

The independent valuation noted above is based on a market price of the Shares at the day before the valuation dated 30 August 2018 of 24p.

There is a possibility that the market price of the Shares on the date of issue of the Performance Rights will be different to this and that the market price of the Shares will change up to the date of the General Meeting.

The effect on the valuation per performance right of movements in the market price of the Shares is set out below:

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Market Price (GBP)	Valuation per Performance Rights (GBP)
65p	37.9p
55p	30.0p
50p	26.2p
40p	18.9p
35p	15.5p

Opportunity costs

The opportunity costs and benefits foregone by the Company issuing the Performance Rights to Mr Mascolo (or his nominee) is the potentially diluted impact on the issued Share capital of the Company (in the event that the Performance Rights mature). Until maturity, the issue of the Performance Rights will not impact upon the number of Shares on issue in the Company. To the extent that upon their maturity the dilutionary impact caused by the issue of the Shares will be detrimental to the Company, this is more than offset by the advantages accruing from the Company securing the ongoing services of Mr Mascolo as Managing Director. It is also considered that the potential increase of value in the Performance Rights is dependent upon a concomitant increase in the value of the Company generally.

Trading history of the Shares

As at 29 August 2018, the closing price of Shares on AIM was 24p.

Set out below is the trading history of the Shares over the past 12 months.

	Market Price 6 months prior to Notice of Meeting (GBP)	Market Prices 12 months prior to Notice of Meeting (GBP)
High	35.7p	35.7p
Low	23.4p	21.6p
VWAP	28.2p	26.4p

Taxation consequences

No stamp duty will be payable in respect of the grant of the Performance Rights. No GST will be payable by the Company in respect of the grant of the Performance Rights (or if it is then it will be recoverable as an input credit).

AASB 2 "Share Based Payments" requires that these payments shall be measured at the more readily determinable fair value of the equity instrument. Under the accounting standards this amount will be expensed in the statement of financial performance. Where the grant date and the vesting date are different the total expenditure calculated will be allocated between the two dates taking into account the terms and conditions attached to the instruments and the counterparties as well as management's assumptions about probabilities of payments and compliance with and attainment of the set out terms and conditions.

Dilutionary effect

The dilutionary effect on the Company and its Shareholders is summarized in the table on Page 13 above.

Summary

- The number of performance rights to be granted to Mr Mascolo pursuant to Resolution 6 is as follows:

<u>Number of Performance Rights</u>	<u>Maturity Price Condition</u>	<u>Expiry</u>
450,000	30 pence	3 years from allotment
450,000	40 pence	3 years from allotment
450,000	50 pence	3 years from allotment

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450,000	60 pence	3 years from allotment
450,000	70 pence	3 years from allotment
450,000	80 pence	3 years from allotment
450,000	90 pence	3 years from allotment
450,000	100 pence	3 years from allotment
1,000,000	125 pence	3 years from allotment
2,000,000	200 pence	3 years from allotment

- The Performance Rights are intended to be granted as soon as possible following the meeting, but in any event, within one (1) month of the date of the Meeting.
- The Performance Rights are being issued for nil consideration.
- No funds are being raised by the grant or maturity of the Performance Rights.

Save as set out in this Explanatory Memorandum, the Directors are not aware of any other information that will be reasonably required by Shareholders to make a decision in relation to benefits contemplated by Resolution 6.

Related Party Transaction – AIM Rules

The proposed grant of the Performance Rights constitutes a related party transaction as defined by the London Stock Exchange's AIM Rules for Companies.

The Directors of the Company that do not have an interest, either directly or indirectly, in the proposed grant of the Performance Rights have come to the view that the proposed grant of the Performance Rights to Vincent Mascolo is fair and reasonable insofar as the Company's Shareholders are concerned.

For the purposes of Schedule 4 of the AIM Rules for Companies, the Company provides the following information:

(a) Particulars of the transaction, including name of any other relevant parties

An issue of the Performance Rights to the Managing Director of the Company.

(b) Description of the assets which are the subject of the transaction, or the business carried on by, or using, the assets

Performance Rights on the terms as outlined in this Notice of Meeting.

(c) The profits (or if applicable, losses) attributable to those assets

Not applicable. The Board does not consider that any profit or loss will be attributable to the issue of the Performance Rights.

(d) The value of those assets if different from the consideration

The value of the Performance Rights is set out under sub-clause (h) on Page 14 above.

(e) The full consideration and how it is being satisfied

No consideration is being paid by Mr Mascolo for the issue of the Performance Rights.

(f) The effect on the Company

The maturity of the Performance Rights will increase the issued share capital of the Company and have a dilutionary effect on the Company as set out in sub-clause (g) on Page 13 above.

(g) Details of service contracts of any proposed Directors

Not applicable. There is no arrangement to appoint new directors associated with the proposal.

(h) In the case of a disposal, the application of the sale proceeds

Not applicable. There is no disposal associated with the proposal.

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- (i) **In the case of a disposal, if shares or other securities are to form part of the consideration received, a statement whether such securities are to be sold or retained**

Not applicable. There is no disposal associated with the proposal.

- (j) **Any other information necessary to enable investors to evaluate the effect of the transaction upon the Company**

Voting restrictions

There are restrictions on voting for Resolution 6 by Mr Mascolo and his associates, and KMP and their Closely Related Parties, for additional details please refer to the Voting Exclusion Statement in relation to Resolution 6 of the Notice of Meeting.

Shareholders should be aware that any undirected proxies given to the Chairman will be cast by the Chairman and counted in favour of the Resolutions the subject of this Meeting, including Resolution 6, subject to compliance with the Corporations Act.

Resolution 7 – Approval of the IRR Employee and Executive Share Option Loan Plan

Background

Pursuant to Resolution 7 the Company is seeking Shareholder approval for the adoption and use of the IRR Employee and Executive Share Option Loan Plan (**SOLP**). A summary of the terms of the ESOLP are set out in Annexure B to this Explanatory Memorandum.

Background

Clause 66.2 of the Company's constitution allows the Directors at their discretion to introduce an employee scheme pursuant to which the Company may issue securities in the Company to employees of the Company in any manner permitted by the constitution, the Corporations Act, the AIM Rules and other applicable laws.

Pursuant to Resolution 7 the Company is seeking shareholder approval for the entry of the IRR Employee and Executive Share Option Loan Plan (the **SOLP**) for the purposes of sections 259B and 260C of the Corporations Act and for all other purposes.

Options will be provided in accordance with the terms of the SOLP, as summarised in Annexure B, and under the SOLP the Company may provide participants with an interest free limited recourse loan to enable the participant to exercise Company Options. The Options may be issued subject to various vesting conditions, as determined by the Company. The Company's intention is that Options offered under the SOLP will be offered to eligible participants for nil consideration but with an exercise price at market price at the time of offer and will not be offered at a discount to that market price. Any loan by the Company to a participant to exercise Options will be secured over the shares acquired by the recipient with a holding lock over these shares until the loan is repaid. The participant must repay the limited recourse and interest free loan used in the acquisition of these shares at the earlier of the time of their disposal of these Shares acquired using the Loan, within 36 months of cessation of employment (unless determined otherwise by the Company) or at the end of the loan period.

Relevant Law

Corporations Act - Section 259B

Section 259B of the Corporations Act provides that a company must not take security over shares in itself or in a company it controls except as permitted under subsections 259B(2) or (3).

Section 259B(2) of the Corporations Act states, in part, that a company may take security over shares in itself under an employee share scheme that has been approved by a resolution passed at a general meeting of the company.

As the limited recourse loans provided by the Company pursuant to the Plan will be secured over the shares issued under the SOLP, the Company will be taking security over shares in itself. Resolution 7 therefore seeks the approval of Shareholders for the purposes of section 259B of the Corporations Act.

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Corporations Act – Section 260C

Section 260A of the Corporations Act provides that a company may financially assist a person to acquire shares in the company if the assistance is exempt under section 260C. Section 260C(4) of the Corporations Act states that financial assistance is exempt from section 260A if it is given under an employee share scheme which has been approved by a resolution passed at a general meeting of the company.

As outlined above and in Annexure B, the SOLP permits the provision of a loan to the recipient of Shares under the plan so to acquire those Shares. Accordingly, any loan issued pursuant to or in connection with the SOLP will constitute financial assistance for the purposes of that provision.

Resolution 7 therefore seeks the approval of Shareholders for the purposes of section 260C of the Corporations Act.

Information for Shareholders

The Company advises that a summary of the terms of the SOLP are set out in Annexure B.

Participation of Directors

Directors will not be eligible to participate under the SOLP, due to the restrictions associated with the provision of financial benefits to Directors under the AIM Rules for Companies.

Voting restrictions

There are restrictions on voting on this resolution by the Company's KMP and their associates, for additional details please refer to the Voting Exclusion Statement in Resolution 7 of the Notice of Meeting. Shareholders should be aware that any undirected proxies given to the Chairman will be cast by the Chairman and counted in favour of the Resolutions the subject of this Meeting, including this Resolution 7, subject to compliance with the Corporations Act.

Interpretation

AIM means the securities market of that name operated by the London Stock Exchange

ASIC means the Australian Securities and Investments Commission

Associate has the meaning given to that term in the Corporations Act.

ASX means the ASX Limited ACN 008 624 691

Board means the board of Directors of the Company

Company means IronRidge Resources Limited 127 215 132

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

Director means a director of the Company

Explanatory Memorandum means this explanatory memorandum accompanying the Notice of Meeting

Meeting and Annual General Meeting means the annual general meeting to be held on 29 November 2018

Notice of Meeting means this Notice of Meeting convening the Meeting and the Explanatory Memorandum

Options means options to acquire Shares

Resolution means a resolution proposed at the Meeting

Shareholder means a holder of Shares

Shares means fully paid ordinary shares in the Company

Enquiries

Any enquiries in relation to the Resolutions or the Explanatory Memorandum should be directed to Karl Schlobohm (Company Secretary) on +61 (7) 3303 0661 or kschlobohm@ironridgeresources.com.au

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Annexure A – Summary of the Terms of the Performance Rights Plan

1. Objectives

The Performance Rights Plan is a long term incentive aimed at creating a stronger link between an Eligible Person's performance and reward, whilst increasing Shareholder value in the Company.

2. Invitation to participate

2.1 Invitations

The Board may from time to time in its absolute discretion issue or cause to be issued Invitations on behalf of the Company for Eligible Persons to participate in the Plan. That Invitation will be in such form as the Board determines from time to time and will include the following information:

- (a) the date of the Invitation;
 - (b) the time period in which to accept the Invitation by returning the duly completed Application;
 - (c) the name of the Eligible Person or Eligible Associate (where applicable) to whom the Invitation is made;
 - (d) the number of Performance Rights which are capable of becoming exercisable if Performance Hurdles are met;
 - (e) the Performance Hurdles and Performance Period;
 - (f) the approximate Test Date(s) in respect of the Performance Rights;
 - (g) the Last Exercise Date; and
 - (h) any other information required by an Applicable Law,
- and attach an Application and copy of these Rules.

2.2 Ability to renounce Invitation

An Eligible Person who receives an Invitation may renounce the Invitation in favour of the Invitation being made to an Eligible Associate.

2.3 Application

- (a) An Eligible Person or an Eligible Associate who receives an Invitation can only participate in the Plan by returning a duly completed Application within the time period and as otherwise specified in the Invitation.
- (b) If an Application is not returned within the time specified or otherwise in accordance with the requirements set out in the Invitation, the Board may nevertheless in its sole discretion treat any Application received from an Eligible Person or an Eligible Associate as being returned in accordance with paragraph (a).
- (c) For the avoidance of doubt, the Board in its sole discretion can refuse to allow an Eligible Person or an Eligible Associate to participate in the Plan even though a duly completed Application is received from the Eligible Person or Eligible Associate in accordance with paragraph (a).

2.4 Participants

Following receipt of a duly completed Application and subject to clause 2.3(c), and provided that the Eligible Person is still in the employment of or engaged by the Company or an Associated Body Corporate, the Eligible Person or Eligible Associate will be entitled to participate in the Plan according to its terms.

3. Grant of Performance Rights

3.1 Grant

- (a) As soon as practicable after the receipt of a duly completed Application, the Company will grant to each Participant the number of Performance Rights as set out in the Invitation.
- (b) A Participant will not pay any consideration for the grant of Performance Rights.

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- (c) A Participant has no entitlement to be granted any Performance Rights unless and until such Performance Rights are granted.
- (d) None of the Performance Rights will be listed for quotation on the AIM or equivalent securities exchange.
- (e) One Vested Performance Right is exercisable into one Share.

3.2 Not transferable

Except on the death of a Participant, Performance Rights may not be transferred, assigned or novated except with the approval of the Board.

3.3 Security Interest

Subject to clause 3.2, Participants will not grant any Security Interest in or over or otherwise dispose of or deal with any Performance Rights or any interest in them until the relevant Shares are either issued or transferred to that Participant, and any such Security Interest or disposal or dealing will not be recognised by the Company.

3.4 New issues

A Performance Right does not confer on the Participant the right to participate in new issues of Shares by the Company, including by way of bonus issue, rights issue or otherwise.

4. Vesting and exercise of Performance Rights

4.1 Performance Hurdles

The Performance Hurdles applicable to any Performance Period relating to Performance Rights will be set out in the Invitation, including the applicable Test Dates.

4.2 Determining the number of Vested Performance Rights

As soon as reasonably practicable after each Test Date applicable to any Performance Period, the Board will determine in respect of each Participant as at that Test Date:

- (a) whether, and to what extent, the Performance Hurdles applicable up to the Test Date have been satisfied;
- (b) the number of Performance Rights (if any) that will become Vested Performance Rights as at the Test Date;
- (c) the number of Performance Rights (if any) that will lapse as a result of the non-satisfaction of Performance Hurdles as at the Test Date; and
- (d) the number of Performance Rights (if any) in respect of the Performance Period that continue as Unvested Performance Rights,

and will provide written notification to each Participant as to that determination.

4.3 Exercise of Performance Rights

- (a) Unless and until a Performance Right is exercised and the relevant Shares are either issued or transferred to that Participant as a result of that exercise, a Participant has no interest in those Shares.
- (b) A Performance Right can only be exercised by a Participant providing a Notice of Exercise if at the time of exercise, it is a Vested Performance Right that has not lapsed under clause 5.
- (c) Unless otherwise provided in the Invitation, no amount shall be payable by a Participant on the exercise of Vested Performance Rights.
- (d) The exercise of any Performance Right may only be effected on the first Business Day of a calendar month and in such form as the Board may prescribe.
- (e) The exercise of some Performance Rights only does not affect the Participant's right to exercise other Performance Rights at a later time.

Explanatory Memorandum

- (f) Following exercise of a Performance Right, the Company must issue or transfer to the Participant exercising the Performance Right the number of Shares in respect of which the Performance Right has been exercised (as adjusted under these Terms, if relevant).

5. Time of lapse of Performance Rights

5.1 Time of lapse

A Performance Right lapses, to the extent it has not been exercised, on the earlier to occur of:

- (a) where Performance Hurdles have not been satisfied on the Test Date, the date the Board makes a determination under clause 4.2(c) that the Performance Right will lapse;
- (b) if a Participant's employment or engagement with the Company or Associated Body Corporate ceases because of an Uncontrollable Event, the last day of any period specified in clause 6.1(c);
- (c) if a Participant's employment or engagement with the Company or Associated Body Corporate ceases because of a Controllable Event:
 - (1) Vested Performance Right - the last day of any period specified in clause 6.2(c); or
 - (2) Unvested Performance Right - the date of cessation of employment;
- (d) the day the Board makes a determination that the Performance Rights lapses under clause 7;
- (e) the date of lapse under clause 8.2; or
- (f) the Last Exercise Date.

6. Cessation of employment or engagement

6.1 Uncontrollable Event

If a Participant's employment or engagement with the Company or Associated Body Corporate ceases because of an Uncontrollable Event:

- (a) all of the Participant's Performance Rights that are capable of becoming exercisable if Performance Hurdles are met at the next Test Date will become Vested Performance Rights;
- (b) the Board in its absolute discretion may determine the extent to which any other Unvested Performance Rights, that have not lapsed, will become Vested Performance Rights; and
- (c) the Participant may, at any time prior to the earlier of:
 - (1) the Last Exercise Date; or
 - (2) three months (or such other period as the Board shall, in its absolute discretion, determine) from the date on which the Participant ceased that employment or engagement,exercise all Vested Performance Rights.

6.2 Controllable Event

If a Participant's employment or engagement with the Company or Associated Body Corporate ceases because of a Controllable Event:

- (a) the Board in its absolute discretion will determine the extent to which the Unvested Performance Rights (if any), that have not lapsed, will become Vested Performance Rights and will notify the Participant of this determination;
- (b) should the Board fail to make a determination in accordance with clause 6.2(a) above, all Unvested Performance Rights held by the Participant will lapse immediately; and
- (c) the Participant may, at any time prior to the earlier of:
 - (1) the Last Exercise Date; and
 - (2) three months (or such other period as the Board shall, in its absolute discretion, determine) from the date on which the Participant ceased that employment or engagement,

Explanatory Memorandum

exercise all Vested Performance Rights (including those that have become Vested Performance Rights under clause 6.2(a)).

7. Breach, fraud or dishonesty

If in the opinion of the Board a Participant acts fraudulently or dishonestly or is in material breach of his or her obligations to the Company or Associated Body Corporate then the Board may in its absolute discretion determine that all the Participant's Performance Rights will lapse and the Board's decision will be final and binding.

8. Change of Control Event

8.1 Vesting and notification to Participants

Where there is publicly announced any proposal (whether by takeover bid, scheme of arrangement or otherwise) in relation to the Company which the Board reasonably believes may lead to a Change in Control Event:

- (a) all of the Participant's Unvested Performance Rights that have not lapsed will become Vested Performance Rights; and
- (b) the Board will promptly notify each Participant in writing that he or she may, within the period specified in the notice (**Change of Control Notice Period**), exercise Vested Performance Rights.

8.2 Lapse of Performance Rights

Unless the Board of Directors determines otherwise:

- (a) Vested Performance Rights that are not exercised by the end of the Change of Control Notice Period; and
 - (b) Unvested Performance Rights,
- will lapse at the end of the Change of Control Notice Period.

9. Shares acquired as a result of exercise of Performance Right

9.1 Terms of Shares

Shares acquired upon exercise of the Performance Rights will upon allotment rank pari passu in all respects with other Shares, except as set out in this Plan.

9.2 AIM quotation

In the event that the Company is listed on the AIM at the time of issue of Shares upon exercise of the Performance Rights, the Company will apply for quotation of the Shares on AIM within ten Business Days after the date of allotment of those Shares.

Explanatory Memorandum

Annexure B – Summary of the IRR Employee and Executive Share Option Loan Plan

1. Agreed Terms

1.1 Name of Plan

The Plan is called the **IRR Employee and Executive Share Option Loan Plan**.

1.2 Objectives of Plan

The objectives of the Plan are to:

- (a) provide an incentive for Participants to engage or remain in their employment or consulting arrangement or to agree to be appointed or to remain as executive directors of entities within the Group;
- (b) recognise the ongoing ability and expected efforts of Participants and their contribution to the financial performance and future success of the Group; and
- (c) provide a means by which Participants may acquire Shares in the Group in accordance with these Rules, including by a limited recourse loan.

2. Principal conditions

2.1 Form of remuneration

The Company's Remuneration Committee may in its absolute discretion make an Offer to a Participant of Options under the Plan, so as to provide that Participant with performance-based remuneration and align their interests with those of the Group.

2.2 Overriding restrictions

- (a) No Offer may be made to a Participant or its Affiliated Shareholder and no Options may be granted or exercised under the Plan if to do so would contravene the Corporations Act, the AIM Rules or any other Applicable Law, including the insider trading provisions of Division 3 of Part 7.10 of the Corporations Act and the Group's securities trading policy.
- (b) The Remuneration Committee may only make an Offer under the Plan:
 - (1) if the Company has issued a Disclosure Document in relation to the Options the subject of the Offer; or
 - (2) if the Company is otherwise authorised or permitted to do so pursuant to section 708 of the Corporations Act or an applicable regulatory instrument issued by ASIC (**ASIC Instrument**) and the Offer is in accordance with the Corporations Act or the applicable ASIC Instrument.

3. Participation

3.1 Issue of Offers

- (a) Subject to:
 - (1) these Rules; and
 - (2) any contract or arrangement entered into by the Group with a Participant, whether made before or after the adoption of the Plan, providing for the provision of incentives to a Participant

the Remuneration Committee may in its absolute discretion issue Offers to a Participant or its Affiliated Shareholder at such times and on such terms as the Remuneration Committee considers appropriate.

Explanatory Memorandum

3.2 Requirements for Offers

An Offer will:

- (a) be in writing (which includes email);
- (b) state the name and address (which may be an email address) of the Participant or its Affiliated Shareholder to whom the Offer is made
- (c) state the date of the Offer;
- (d) state the time period for accepting an Offer;
- (e) state the total number of Options under the Offer, or the manner in which the total number of Options is to be determined;
- (f) state the issue price for the Options, which unless determined otherwise by the Remuneration Committee shall be nil;
- (g) if the Remuneration Committee has determined that a Loan Facility is to be offered, state:
 - (1) the Loan Amount and the name of the Participant or its Affiliated Shareholder who will be liable for the Loan Amount; and
 - (2) the Loan Period,
- (h) state the Exercise Price for the Options, or the manner in which the Exercise Price is to be determined;
- (i) state the legal name of the holder of the Options; and
- (j) state any Vesting Conditions that the Remuneration Committee determines shall apply to the Options,
- (k) include a copy of these Rules, Acceptance Form, Loan Facility, Exercise Form and any other explanatory material which the Group wishes to distribute and other documents and information as may be required by the Applicable Laws, if applicable; and
- (l) specify any other terms and conditions that the Remuneration Committee determines.

3.3 Acceptance of an Offer

An Offer for Options under the Plan can be accepted by the Participant or its Affiliated Shareholder as the case may be by providing an Acceptance Form and (if applicable) Loan Facility to the Remuneration Committee within the time specified in the Offer or in any other way the Remuneration Committee determines.

3.4 Consequences of acceptance of an Offer

On acceptance of an Offer for Options under the Plan, a Participant or its Affiliated Shareholder as the case may be:

- (a) becomes bound by these Rules;
- (b) if a Loan is part of the Offer, becomes a Borrower and is bound by the Loan Terms;
- (c) irrevocably applies to acquire Options under the Plan on and subject to the terms and conditions specified in the Offer and in the Acceptance Form; and
- (d) agrees to become a member of the Company and be bound by the Constitution.

3.5 Offers Personal

An Offer under the Plan is personal to the Participant, or its Affiliated Shareholder if any, to whom it is made and is not assignable.

Explanatory Memorandum

4. Operation of the Plan

4.1 Binding nature of Rules

The Plan will operate in accordance with these Rules (including the Offer and the Loan Terms) which bind the Company and each Participant and any Affiliated Shareholder.

4.2 Administration of the Plan

The Plan will be administered by the Remuneration Committee as, and to the extent, provided for in these Rules.

4.3 Trust arrangement

If the Remuneration Committee determines to issue Options to an Affiliated Shareholder of a Participant that is a Trust, these Rules will be taken to be modified as necessary to enable the Affiliated Shareholder as the trustee of the Trust to be the registered holder of the Options and any Loan Shares issued on exercise of Options.

5. Acquisition of Options and Shares

5.1 Acquisition of Options

Subject to this Rule 5, on the acceptance of an Offer by the relevant Participant (or its Affiliated Shareholder as the case may be) the Company must arrange for the allotment and issue of the Options the Participant (or its Affiliated Shareholder), having regard to any Group securities trading policy.

5.2 Registration and control of Options

Options issued under the Plan will be registered in the name of the Participant or the Affiliated Shareholder as the case may be.

5.3 Shares to rank equally

Unless otherwise provided in an Offer and subject to the Applicable Laws, any Shares issued to a Participant or its Affiliated Shareholder on exercise of Options issued under the Plan will rank equally with all then existing Shares on and from the date of issue or transfer (as applicable) in respect of all voting rights and rights issues, bonus security issues and dividends or distributions which have a record date for determining entitlements on or after the date of issue of the Shares, and are held subject to the rights and restrictions set out in the Constitution and the Plan.

5.4 Quotation

If the Options or Shares issued under the plan are listed on the Exchange, then as soon as practicable after the date of the allotment of those Options or Shares, the Company will apply for official quotation of such Options or Shares on the Exchange.

5.5 Certificates

- (a) Certificates for Options (where issued) will be dispatched within 10 Business Days after the issue of the relevant Options.
- (b) The Company is not required to issue Option certificates, and is entitled to retain custody of any Option certificates that have been issued, provided that those Options are Unvested Options.

6. Loan Facility

6.1 Advance of Loan Amount

- (a) Subject to these Rules, when making an Offer or at any time before the Exercise Date of Options held by a participant (whether issued under the Plan or not), the Remuneration Committee may extend a Loan Facility to the relevant Participant (or its Affiliated Shareholder) which at the direction of the

Explanatory Memorandum

Participant (or its Affiliated Shareholder as the case may be) may be used to fund the payment of the Exercise Price for those Options under the Loan Terms.

- (b) No Loan Facility shall be made available to persons other than Participants or their Affiliated Shareholder (where relevant).

7. Vesting and Exercise of Options

- (a) Unless the terms upon which the Options have been offered provide otherwise, Options will vest on satisfaction of, and in accordance with, the Vesting Conditions specified in the relevant Offer.
- (b) The Vesting Conditions that apply to any Options may be varied or waived from time to time and such variation or waiver must be made with the consent of the relevant Participant or Affiliated Shareholder (such consent not to be unreasonably withheld) if the variation or waiver would adversely affect the rights of that Participant or Affiliated Shareholder in respect of the Options.
- (c) If the terms upon which the Options are offered do not include Vesting Conditions, the Options are issued as Vested Options unless the Remuneration Committee determines otherwise.

8. Exercise of Options

8.1 Manner of Exercise

- (a) No Option can be Exercised until it has vested under the Vesting Conditions (in any) applicable to the Option in accordance with Rule 7(a).
- (b) Once an Option is able to be Exercised in accordance with Rule 8.1(a), it entitles the Participant or Affiliated Shareholder to subscribe for and be allotted 1 Share at the Exercise Price.

8.2 Exercised

An Option is Exercised by:

- (a) the Participant lodging with the Company an Exercise Notice;
- (b) the receipt by the Company of a payment by or on behalf of the Participant in immediately available funds of the Exercise Price for the number of Options nominated in the Exercise Notice (whether directly or through a Loan Facility offered pursuant to these Rules); and
- (c) the Participant lodging with the Company the Certificate for those Options, for cancellation by the Company.
- (d) Notwithstanding these Rules, if the Options are listed on a stock exchange the Company must allot and issue Shares upon the Exercise of an Option in accordance with the Applicable Laws.

8.3 Minimum exercise

A participant may Exercise any number of Options provided the minimum number of Options exercised is no less than 1,000. Holders of less than 1,000 Options may Exercise those Options in full, but not in Part.

8.4 Issue of Shares

Subject to these rules, on the Exercise of an Option the Company must:

- (a) issue and allot a Share; or
- (b) procure the transfer of a Share,

to the Participant or its Affiliated Shareholder (where relevant).

9. Corporate Control Event

- (a) If a Corporate Control Event occurs the Remuneration Committee may determine that any Unvested Options become Vested Options.

Explanatory Memorandum

- (b) The Offer may specify additional terms in relation to the happening of a Corporate Control Event.

10. Restriction on disposal of Options and Loan Shares

10.1 No disposal

Subject to the terms of the Offer, from the Date of Acquisition until the earlier of the date on which the Participant has complied with all of its obligations under the Loan Terms, the date on which ownership of the Options or Loan Shares has been forfeited under the Loan Terms or such earlier date as specified in the Loan Terms), the Participant or Affiliated Shareholder:

- (a) must not dispose of or otherwise deal with or grant a Security Interest over (other than under the Loan Terms), or

- (b) purport to dispose of or deal with or grant a Security Interest over (other than under the Loan Terms), any Options or Loan Shares acquired by a Participant or its Affiliated Shareholder under the Plan or any interest in any Options or Loan Shares acquired by a Participant or its Affiliated Shareholder under the Plan.

10.2 Enforcement of restriction

The Remuneration Committee may implement any procedure it considers appropriate to restrict a Participant or its Affiliated Shareholder from dealing with any Options acquired by a Participant or its Affiliated Shareholder under the Plan.

10.3 Refusal to register transfer

The Company must refuse to register a paper based transfer, and must apply or cause to be applied a Holding Lock to prevent a transfer of any Options acquired by a Participant or its Affiliated Shareholder under the Plan.

10.4 Compliance with Applicable Laws

Without limitation to the clauses above, a Participant or its Affiliated Shareholder must comply with any Applicable Laws when dealing with any securities acquired by the Participant or its Affiliated Shareholder under or in connection with the Plan, including, without limitation, sub-sections 707(3) and 707(4) of the Corporations Act (as those sub-sections are modified, if applicable, under ASIC Corporations (Sale Offers That Do Not Need Disclosure) Instrument 2016/80 or any variation of such regulatory instrument or any further regulatory instrument issued by ASIC relating to such regulatory instrument) and all other provisions of the Corporations Act in respect of any subsequent resale of such securities.

11. Rights in relation to Options

11.1 Rights issues

A Participant or its Affiliated Shareholder may only participate in any pro rata rights issues of Shares made by the Company in respect of any Options registered in the Participant or Affiliated Shareholder's name if the Option has been exercised and Shares allotted in respect of the Option before the record date for determining entitlements to the issue.

11.2 Bonus issues

These Rules and the Loan Terms will apply to any bonus Shares that the Company issues to the Participant or its Affiliated Shareholder in relation to Options under the Plan and during the Loan Period.

12. Loan Terms

- (a) the amount and period for repayment of any Loan offered under the Plan are to be determined by the Remuneration Committee;
- (b) the Loan may only be applied towards the exercise price of the relevant Options;

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- (c) the Loan will be interest free and of limited recourse, meaning that on the date for repayment (such term having been set by the Company's Remuneration Committee) the obligation on the participant for repayment will be the lower of the outstanding balance of the loan or the market price of the relevant shares. If the market price is lower than the outstanding balance, the shares are automatically forfeited (at which time the loan will be considered to have been repaid in full).
- (d) the Company will apply a holding lock to any shares acquired with the Loan;
- (e) the Company has security over the Loan Shares as security for repayment of the Loan;
- (f) the Loan amount may be repaid or the associated shares forfeited by the participant at any time up to the date of repayment (and if the shares are forfeited the loan is considered to have been repaid in full).
- (g) the Loan must be repaid:
 - (1) within 30 days of the end of the Loan period (as set by the Remuneration Committee); and
 - (2) if the participant ceases their employment with the Company, within 36 months of the end of their employment (unless determined otherwise by the Remuneration Committee),

and if at that time the market price is lower than the outstanding balance, the shares are automatically forfeited (and the loan considered repaid in full)

Proxy Form

<u>Shareholder Name</u>	<u>Number of Shares</u>

I/We being a member(s) of IronRidge Resources Limited and entitled to attend and vote hereby appoint

A	the Chairman of the Meeting (mark box)	<input type="checkbox"/>	OR if you are NOT appointing the Chairman of the Meeting, please write the name of the person you are appointing as your proxy	
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or failing the person/body corporate named, or if no person/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 instructions (or if no directions have been given, as the proxy sees fit) at the Annual General Meeting of the Company to be held at 2:00pm (Brisbane time) on 29 November 2018, at the offices of HopgoodGanim, Level 7 Waterfront Place, 1 Eagle Street, Brisbane, Qld 4000 and at any adjournment of that meeting.

If the Chairman is appointed as your proxy, you acknowledge that the Chairman may exercise your proxy even if he/she has an interest in the outcome of the resolution and votes cast by him/her other than as proxy holder will be disregarded because of that interest. If two proxies are appointed, the proportion of voting rights this proxy is authorised to exercise is []%. (An additional proxy form will be supplied by the Company on request).

If you wish to appoint the proxy to exercise voting power over only some of your shares, the number of shares in respect of which this proxy is to operate is shares. (Note: proxy will be over all shares if left blank). If no directions are given, the Proxy may vote as the Proxy thinks fit or may abstain. By signing this appointment you acknowledge that the Proxy (whether voting in accordance with your directions or voting in their discretion under an undirected Proxy) may exercise your proxy even if he/she has an interest in the outcome of the resolution and even if votes cast by him/her other than as proxy holder will be disregarded because of that interest.

I/we direct my/our proxy to vote as indicated below:

Where more than one proxy is to be appointed or where voting intentions cannot be adequately expressed using this form an addition form of proxy is available on request. Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the meeting. The Chairman of the Meeting intends to vote undirected proxies in favour of all items of business.

B	To direct your proxy how to vote on any resolution please insert	<input type="checkbox"/>	X in the appropriate box below.																							
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Resolution 1	Re-election of Nicholas Mather as a Director																									
Resolution 2	Re-election of Neil Herbert as a Director																									
Resolution 3	Re-election of Kenichiro Tsubaki as a Director																									
Resolution 4	Disapplication of Pre-emptive Rights (as to 15%)																									
Resolution 5	Approval to Allot Options to Vincent Mascolo																									
Resolution 6	Approval to Allot Performance Rights to Vincent Mascolo																									
Resolution 7	Approval of Employee Share Option Loan Plan																									

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

C SIGNATURE OF SECURITYHOLDERS – THIS MUST BE COMPLETED

Sole Director and Sole Company Secretary	Director/Company Secretary (Delete one)	Director / Individual / Trustee

Contact Name	Contact Daytime Telephone	Date
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This form should be signed by the securityholder. If a joint holding, either security holder may sign. If signed by the securityholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the securityholder's constitution and the *Corporations Act 2001* (Cwlth).

Proxy Form

How to complete this Proxy Form

1 Your Name and Address

This is your name and address as it appears on the company's share register. If this information is incorrect, please make the correction on the form. Shareholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your shares using this form.**

2 Appointment of a Proxy

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box in section A. If the person you wish to appoint as your proxy is someone other than the Chairman of the Meeting please write the name of that person in section A. If you leave this section blank, or your named proxy does not attend the meeting, the Chairman of the Meeting will be your proxy. A proxy need not be a shareholder of the company. A proxy may be an individual or a body corporate.

3 Votes on Items of Business

You should direct your proxy how to vote by placing a mark in one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

4 Appointment of a Second Proxy

You are entitled to appoint up to two persons as proxies to attend the meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the company or you may copy this form.

To appoint a second proxy you must:

- (a) On each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of shares applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded.
- (b) Return both forms together.

5 Signing Instructions

You must sign this form as follows in the spaces provided:

- Individual:** where the holding is in one name, the holder must sign.
- Joint Holding:** where the holding is in more than one name, either securityholder may sign.
- Power of Attorney:** To sign under Power of Attorney, you must have already lodged the Power of Attorney with the registry. If you have not previously lodged this document for notation, 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 indicate the office held by signing in the appropriate place.

6 Lodgement of a Proxy

This Proxy Form (and any Power of Attorney under which it is signed) must be received at the address given below 48 hours before the commencement of the meeting. Any Proxy Form received after that time will not be valid for the scheduled meeting.

Proxy forms may be lodged via email (kschlobohm@ironridgeresources.com.au) or by mail as follows:

IronRidge Resources Ltd
Brisbane Qld 4001
Australia

Notes

Entitlement to Vote

For the purposes of determining those shareholders entitled to attend and vote at the Annual General Meeting of the Company, shall be those persons recorded in the register of shareholders as at 2:00pm (Brisbane Time) on 27 November 2018. Accordingly, transactions registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting.

How to Vote

You may vote by attending the Annual General Meeting in person, by proxy or authorised representative.

Voting in Person

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

Voting by Proxy

A member entitled to attend and vote at the meeting is entitled to appoint a proxy to vote on their behalf. Where a member is entitled to cast two or more votes, they may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. Where the appointment does not specify the proportion or number of votes each proxy may exercise, each proxy may exercise half of the votes. A proxy need not be a member of the Company. Members who are a body corporate are able to appoint representatives to attend and vote at the meeting under Section 250D of the Corporations Act 2001 (Cth).

If a representative of the Company is to attend the meeting the appropriate "Certificate of Appointment of Corporate Representative" should be produced prior to admission. A form of the certificate may be obtained from the Company's share registry.

Signing instructions

You must sign the proxy form as follows in the spaces provided:

- Individual:** Where the holding is in one name, the holder must sign.
- Joint Holding:** Where the holding is in more than one name, either security holder may sign.
- Power of Attorney:** To sign under Power of Attorney, you must have already lodged this document with the registry. If you have not previously lodged this document for notation, 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 indicate the office held by signing in the appropriate place.

To vote by proxy, the proxy form provided with this notice (and the original or a certified copy of any power of attorney under which it is signed) must be received by the Company not less than forty eight (48) hours before the scheduled time for the meeting. Any proxy form received after that time will not be valid for the scheduled meeting.

Completed proxies can be returned to Karl Schlobohm by either mail to GPO Box 5261, Brisbane, Qld 4001; or facsimile to (07) 3303-0681, or scanned and emailed to kschlobohm@ironridgeresources.com.au