

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Buxton Resources Limited (Buxton)

ACN/ARSN ACN 125 049 550

1. Details of substantial holder (1)

Name IGO Limited (ACN 092 786 304) (IGO) and each of the entities listed in Annexure A (IGO Group Entities)

ACN/ARSN (if applicable) See Annexure A

There was a change in the interests of the

substantial holder on 06/06/2024

The previous notice was given to the company on 11/05/2023

The previous notice was dated 11/05/2023

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	31,149,762	18.19%	40,701,221	19.95%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of Change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
06/06/2024	IGO	Shares issued to IGO pursuant to a subscription letter agreement (see Annexure B) as part of a placement announced by Buxton on 30/05/2024	\$811,874.02	9,551,459	9,551,459

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
IGO	IGO	IGO	Registered holder of the shares	40,701,221 ordinary shares	40,701,221

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

The addresses of persons named in this form are as follows:

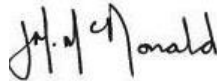
Name	Address
IGO and each company listed in Annexure A	Suite 4, Level 5, South Shore Centre, 85 South Perth Esplanade, South Perth, Western Australia

Signature

print name JOANNE MCDONALD

capacity Company Secretary

sign here

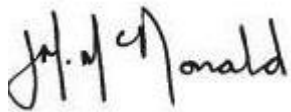


date

06/06/2024

ANNEXURE A – IGO GROUP ENTITIES

This Annexure A of 1 page referred to in Form 604 – Notice of change of interests of substantial holder signed by me and dated 6 June 2024.



Joanne McDonald
Company Secretary
IGO Limited (ACN 092 786 304)

Related bodies corporate of IGO Limited (ACN 092 786 304)

IGO Nova Holdings Pty Ltd (ACN 009 150 083)
IGO Nova Pty Ltd (ACN 146 091 527)
IGO Nickel Holdings Pty Ltd (ACN 167 644 519)
IGO Stockman Parent Pty Ltd (ACN 124 695 549)
IGO Stockman Project Pty Ltd (ACN 124 695 567)
IGO Windward Pty Ltd (ACN 158 432 270)
IGO Newsearch Pty Ltd (ACN 142 192 701)
Flinders Prospecting Pty Ltd (ACN 146 899 863)
IGO Lithium Holdings Pty Ltd (ACN 633 371 249)
IGO Copper Holdings Pty Ltd (ACN 657 572 793)
IGO Copper Pty Ltd (ACN 657 573 398)
IGO Forresteria Ltd (ACN 091 049 357)
Western Areas Nickel Pty Ltd (ACN 122 522 696)
IGO Cosmos Pty Ltd (ACN 111 599 323)
BioHeap Ltd (ACN 009 225 398)
Western Platinum NL (ACN 097 742 580)
IGO Canada Holdings B.C. Ltd (ACN 722556701BC001)
IGO Better Futures Pty Ltd (ACN 662 648 277)
IGO Downstream Pty Ltd (ACN 664 474 864)

ANNEXURE B – SUBSCRIPTION LETTER AGREEMENT

This Annexure B of 14 pages referred to in Form 604 – Notice of change of interests of substantial holder signed by me and dated 6 June 2024.

A handwritten signature in black ink, appearing to read 'Joanne McDonald'. The signature is written in a cursive style with a large 'J' and 'M'.

Joanne McDonald
Company Secretary
IGO Limited (ACN 092 786 304)

IGO Limited
Suite 4, Level 5
85 South Perth Esplanade
SOUTH PERTH WA 6151

CONFIDENTIAL

By email: Jared Jacob

1 Background

This letter agreement sets out the agreement of IGO Limited ACN 092 786 304 (itself or through a wholly owned subsidiary) (**IGO** or **Subscriber**) to subscribe for shares in Buxton Resources Limited ACN 125 049 550 (**Company** or **Buxton**) pursuant to a placement (**Placement**) and a share purchase plan (**SPP**) (together, the **Capital Raising**).

The Company is undertaking the Placement to raise \$2,500,000 by the issue of shares to sophisticated investors including IGO at a price of **\$0.085** per new Buxton share (**New Shares**), with one free attaching listed option for every two New Shares subscribed for (**New Options**) with an exercise price of **\$0.16** and an expiry date 2 years from the date of issue. The New Options will be issued subject to shareholder approval and meeting ASX minimum listing requirements.

The Placement will be followed by the SPP, which will seek to raise a further \$1,000,000 through the issue of New Shares and New Options in Buxton on the same terms as under the Placement, but with each shareholder in Buxton entitled to subscribe for a maximum of \$30,000 worth of shares (subject to scale back).

The Subscriber may nominate in writing to the Company prior to completion of the Placement, a wholly owned subsidiary of the Subscriber to act as subscriber of the New Shares and New Options under this agreement (**Nominee**). Such Nominee will assume all the rights and obligations of the Subscriber under this agreement except that the Subscriber will remain liable to perform the obligations of the Nominee under this agreement to the extent the Nominee fails to do so.

2 Subscription and issue

2.1 New Shares and New Options

The Company must issue and the Subscriber must (or procure that the Nominee) subscribe and pay for:

- (a) **9,551,454** New Shares and **4,775,727** New Options in the Placement, in accordance with the timetable in Schedule 1 and provided IGO's Voting Power in the Company does not exceed 19.95% immediately following the issue of New Shares in the Placement to IGO and other participants in the Placement;
- (b) subject to shareholders approving the SPP at a general meeting of Company to be held as soon as practicable after completion of the Placement, a maximum of **11,764,706** New Shares and **5,882,353** New Options which have been offered to existing shareholders in the Company pursuant to the SPP, but which are not subscribed for by existing shareholders (such New Shares and New Options being **Shortfall Shares** and **Shortfall Options**), with the number of Shortfall Shares (and Shortfall Options) to be issued to and subscribed for by IGO to be scaled back to the extent required to ensure that IGO's Voting Power in the Company does not exceed 19.95% immediately following the issue of New Shares to participants in the SPP and Shortfall Shares to IGO (and any other subscribers for Shortfall Shares). The Shortfall Shares and Shortfall Options will be allocated to IGO in priority to any other parties. The Shortfall Shares and Shortfall Options must be issued to IGO as soon as

reasonably practicable after the issue of New Shares and New Options to participants in the SPP; and

to the extent that following the issue of the Shortfall Shares, IGO's Voting Power in the Company is less than 19.95%, a maximum of **2,941,176** New Shares and **1,470,588** New Options (such New Shares and New Options being the **Top-up Shares** and **Top-up Options**), with the number of Top-up Shares and Top-up Options to be issued to and subscribed for by IGO to be scaled back to the extent required to ensure that IGO's Voting Power in the Company immediately following the issue of the New Shares referred to in clauses 2.1(a), 2.1(b) and this clause 2.1(c) would not exceed 19.95%. The Top-up Shares and Top-Up Options must be issued to IGO as soon as practicable after the New Shares and New Options are issued to participants in the SPP.

2.2 Rights and ranking of New Shares

All New Shares issued to the Subscriber will:

- (a) be issued as fully paid;
- (b) be free of Encumbrances or any third party rights; and
- (c) rank equally in all respects with the other ordinary shares in the capital of the Company.

2.3 Rights of New Options

All New Options issued to the Subscriber will be free of Encumbrances or any third party rights.

2.4 Company's obligations

The Company must:

- (a) **(Further issues)** not, prior to completion of the Capital Raising (including the issues of securities required under clause 2.1), other than the New Shares and New Options to be issued pursuant to the Capital Raising or the issuance of any shares in the Company on exercise or vesting of any securities on issue as at the date of this agreement (or the New Options) or the issue of Lead Manager Options to Evolution Capital as the Lead Manager issue, or agree to issue, any securities in its capital;
- (b) **(Evidence of issue)** following each issue of New Shares and New Options under clause 2.1 at the election of the Subscriber, provide the Subscriber with a CHES holding statement or issuer-sponsored holding statement in respect of the relevant New Shares and New Options;
- (c) **(Compliance with the Listing Rules)** undertake the Capital Raising in accordance with the Listing Rules, the ASX Operating Rules, the ASX Settlement Operating Rules, the Corporations Act and any other applicable laws, regulations or rules and its constituent documents;
- (d) **(Quotation on the ASX)** apply for official quotation of the New Shares, Shortfall Shares and Top-up Shares as and when required by the Listing Rules; and
- (e) **(Secondary trading):**
 - (1) give to the ASX a notice under section 708A(6) of the Corporations Act with respect to the New Shares to be issued in the Placement on the day of completion of the subscription for those New Shares, or if the Company is unable to satisfy the Corporations Act requirements to give such notice, lodge a prospectus with ASIC that qualifies those New Shares for resale under section 708A(11) of the Corporations Act;
 - (2) issue a prospectus in respect of the New Shares and New Options to be issued under the SPP (including the Shortfall Shares and Shortfall Options) and invite the Subscriber to apply for the relevant number of Shortfall Shares and Shortfall Options in accordance with clause 2.1(b) under the prospectus; and

- (3) issue a prospectus in respect of the New Options to be issued in the Placement and the Top-up Options and invite the Subscriber to apply for all such New Options under the prospectus; and
 - (4) give to the ASX a notice under section 708A(6) of the Corporations Act with respect to any Top-up Shares to be issued to the Subscriber or otherwise issue such Top-up Shares under a prospectus or lodge a prospectus with ASIC that qualifies those New Shares for resale under section 708A(11) of the Corporations Act.
- (f) **(Notice of meeting)** promptly prepare a notice of meeting to seek the approval of the Company's shareholders for the SPP and the New Options to be issued under the Placement and:
- (1) consult in good faith with the Subscriber in relation any comments of the Subscriber on the notice; and
 - (2) obtain the Subscriber's prior written consent to any references to the Subscriber in the notice,
- in each case prior to providing the draft notice to ASX for its review.

3 Use of proceeds

The Company must ensure the proceeds of the Capital Raising are applied only towards exploration programmes at Graphite Bull, Narryer, Centurion and Matrix Projects and for general working capital and costs of the Capital Raising and not for other purposes.

4 Appointment of a Nominee Director

- (a) Following completion of the Placement, at any time the Subscriber holds at least 15% of the Voting Power in the Company, the Subscriber may, subject to the remainder of this clause 4:
- (1) nominate one person to be appointed as a non-executive director of the Company; or
 - (2) nominate a replacement of the person nominated under clause 4(a)(1) (or of a nominee under this clause 4(a)(2)) by written notice to the Company specifying the identity of the person to be replaced as a director and their replacement,
- (in each case the **IGO Nominee Director**)
- (b) Where the Company receives a notice from the Subscriber pursuant to clause 4(a)(1) nominating an IGO Nominee Director, the directors of the Company shall appoint the IGO Nominee Director as a director of the Company, subject to:
- (1) there being no other IGO Nominee Director on the board;
 - (2) receipt by the Company of a consent to act as a director of the Company, signed by the IGO Nominee Director;
 - (3) entry into such documentation by the IGO Nominee Director as the Company's board reasonably requires; and
 - (4) the Company's board being satisfied (acting reasonably) with the results of the usual background and suitability checks in connection with the appointment of a director.
- (c) Where the Company receives a notice from the Subscriber pursuant to clause 4(a)(2) nominating a replacement of the IGO Nominee Director, the directors of the Company shall appoint that replacement IGO Nominee Director as a director of the Company, subject to:

- (1) the existing IGO Nominee Director ceasing to be a director of the Company (including due to their resignation, or removal from the Company's board or a resolution for their election to the Company's board not being passed at a general meeting of the Company);
 - (2) receipt by the Company of a consent to act as a director of the Company, signed by the replacement IGO Nominee Director;
 - (3) entry into such documentation by the replacement IGO Nominee Director as the Company's board reasonably requires; and
 - (4) the Company's board being satisfied (acting reasonably) with the replacement IGO Nominee Director's experience and the results of the usual background and suitability checks in connection with the appointment of a director.
- (d) In accordance with the requirements of the Listing Rules, any appointment of a IGO Nominee Director by the Company's board would also be subject to the Company's shareholders voting to reappoint such IGO Nominee Director at the Company's next annual general meeting (and subsequently in accordance with the Listing Rules and the Company's constitution).
- (e) At any time the Subscriber holds at least 15% of the Voting Power in the Company, the Company must ensure that (subject to their consent) the then serving IGO Nominee Director is proposed for election at the next annual general meeting of the Company convened after their appointment and take all reasonable steps to procure the Company's non-interested directors to unanimously recommend that shareholders vote in favour of the relevant resolution for that election, subject at all times to the directors' fiduciary and statutory duties.
- (f) The IGO Nominee Director may provide the Subscriber with any information acquired by the IGO Nominee Director in his or her capacity as a director of the Company provided that such information is provided to the Subscriber in a manner that does not cause any breach of the law or the Listing Rules and does not conflict with any information protocols that have been agreed between the Subscriber and the Company.

5 Notification of future equity issuances

Following completion of the Placement, at any time the Subscriber holds Voting Power in the Company of at least 15%, the Company agrees to consult in good faith with the Subscriber prior to any future issuances of securities in the Company (including securities convertible to shares in the Company, but not including securities to be issued under an employee incentive scheme), regarding the Subscriber's potential participation in the raising on mutually acceptable, market-based, terms.

6 Warranties

6.1 Mutual warranties

The Company warrants to the Subscriber, and the Subscriber warrants to the Company (each a **Warranting Party**), that each of the following statements are true and accurate at the date of this agreement and remain true until the completion of the Placement and SPP:

- (a) **(Registration)** the Warranting Party is a corporation registered (or taken to be registered) and validly existing under the Corporations Act;
- (b) **(Incorporation)** the Warranting Party is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (c) **(Power and capacity)** the Warranting Party has full power and capacity to enter into and perform its obligations under this agreement;
- (d) **(Corporate authorisations)** all necessary authorisations for the execution, delivery and performance of this agreement by each Warranting Party in accordance with its terms have been obtained;

- (e) **(No legal impediment)** the execution, delivery and performance of this agreement:
- (1) complies with its constitution or other constituent documents (as applicable) of the Warranting Party; and
 - (2) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or Encumbrance, by which it is bound and that would prevent it from entering into and performing its obligations under this agreement;
- (f) **(Solvency):**
- (3) the Warranting Party has not gone, or proposed to go, into liquidation;
 - (4) the Warranting Party has not passed a winding-up resolution or commenced steps for winding-up or dissolution;
 - (5) the Warranting Party has not received a deregistration notice under section 601AB of the Corporations Act or any communication from ASIC that might lead to such a notice or applied for deregistration under section 601AA of the Corporations Act;
 - (6) the Warranting Party has not been presented or threatened with a petition or other process for winding-up or dissolution and, so far as the Company is aware, there are no circumstances justifying a petition or other process;
 - (7) no receiver, receiver and manager, judicial manager, liquidator, administrator or official manager has been appointed, or is threatened or expected to be appointed, over the whole or a substantial part of the undertaking or property of the Warranting Party, and, so far as the Warranting Party is aware, there are no circumstances justifying such an appointment; and
- (1) it has not entered into, or taken steps or proposed to enter into, any arrangement, compromise or composition with or assignment of the benefit of its creditors or class of them; and
- (g) **(Valid and binding obligations)** this agreement creates a valid and binding obligation on the Warranting Party and the execution, delivery and performance of this agreement by the Warranting Party will not infringe any applicable laws or conflict with or result in a breach of its constituent documents or any judgment, document, agreement or other arrangement binding on it or its assets.

6.2 Company warranties

By entering into this agreement, the Company represents and warrants to the Subscriber as at the date of this agreement and at all times until and including the date of completion of the Placement that:

- (a) **(Capital Structure)** as at the date of this agreement, the capital structure of the Company is as set out in Schedule 2; and
- (b) **(Disclosure obligations)** it is in compliance with its periodic and continuous disclosure obligations under the Listing Rules and the Corporations Act and has disclosed to the ASX all material information concerning the assets and liabilities, financial position and performance and profits and losses of the Company and its business operations of which the Company is aware, or ought reasonably to be aware, and is not withholding any information from disclosure to the ASX under the exceptions in Listing Rule 3.1A (except as fully and fairly disclosed to the Subscriber before the date of this agreement, including the Capital Raising); and

6.3 Subscriber warranties

By entering into this agreement, the Subscriber represents and warrants to the Company as at the date of this agreement and at all times until and including the date of completion of the Placement, that the Subscriber is a person to whom the Subscription Shares can be issued by the Company without a disclosure document being required to be lodged by the Company with

the Australia Securities and Investment Commission pursuant to sections 708(8), 708(1) and/or 708(11) of the Corporations Act.

7 Announcements and confidentiality

- (a) Following the execution of this agreement, the Company will issue one or more public announcements regarding the Capital Raising including references to this agreement in a form previously agreed to in writing between the parties (acting reasonably).
- (b) Following completion of the issue of New Shares pursuant to the Placement, the Subscriber will issue a change in substantial shareholder notice attaching this agreement in accordance with the requirements of the Corporations Act.
- (c) Subject to clauses 7(a) and 7(b), neither the Company nor the Subscriber will make any public announcement in relation to this agreement, the Placement or the SPP without the prior approval of the other party, which approval must not be unreasonably withheld, unless such announcement is required by the Listing Rules or applicable laws in which case, the relevant party will consult as far as practicable with the other party prior to making any such announcement.

8 General provisions

- (a) **(Interpretation)** Unless otherwise defined, the terms used in this agreement are as follows:

ASIC	Australian Securities & Investments Commission.
ASX	ASX Limited (ACN 008 624 691).
ASX Operating Rules	means the market rules applicable to trading on ASX;
ASX Settlement Operating Rules	means the Settlement Rules made by ASX Settlement Pty Limited (ACN 008 504 532) and the provisions of the Corporations Act and Listing Rules concerning the electronic share registration and transfer system as and to the extent they apply to the Issuer.
Business Day	a day on which banks are open for business in Perth, Western Australia excluding a Saturday, Sunday or public holiday in Perth, Western Australia.
Corporations Act	<i>Corporations Act 2001</i> (Cth).

Encumbrance any interest or power:

- 1 reserved in or over any interest in any asset including, but not limited to, any retention of title; or
- 2 created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for payment of a debt, any other monetary obligation or the performance of any other obligation, or any trust or any retention of title and includes, but is not limited to, any agreement to grant or create any of the above.

Lead Manager Evolution Capital Pty Ltd ACN 652 397 263

Lead Manager Options 2,500,000 New Options to be issued to the Lead Manager as part payment for its role in relation to the Capital Raising.

Listing Rules the official listing rules of the ASX as amended from time to time.

Voting Power has the meaning given in the Corporations Act.

- (b) **(Survival of representations, warranties and undertakings)** All representations, warranties and undertakings given by the parties shall continue in full force and effect after completion of the Placement and SPP and shall survive termination of the agreement evidenced by this agreement.
- (c) **(Governing law and jurisdiction)** This agreement is governed by the law in force in Western Australia and each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia.
- (d) **(Further action to be taken at each party's own expense)** Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this agreement and the transactions contemplated by it.
- (e) **(Entire agreement and counterparts)** This agreement constitutes the entire agreement of the parties about its subject matter. This agreement may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one instrument.
- (f) **(Waiver)** No waiver of a right or other provision in this agreement is effective unless given in writing.
- (g) **(Severability)** Any provision of this agreement which is void, illegal or unenforceable does not affect the validity, legality or enforceability of the remaining provisions, or the validity, legality or enforceability in other jurisdictions.
- (h) **(No liability for loss)** A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this agreement.

- (i) **(Remedies cumulative)** The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.
- (j) **(Partial exercise of rights)** If a party does not exercise a right or remedy (including a right to waive) fully or at a given time, the party may still exercise it later.

9 Acceptance

Please confirm your acceptance of the agreement set out in this letter agreement on behalf of the Subscriber by signing and returning a copy of this letter agreement, which may be done in counterpart

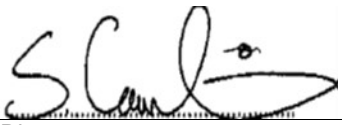
Yours sincerely

Signed by
Buxton Resources Limited
by _____

sign here ► 

Company Secretary/Director

print name Sam Wright

sign here ► 

Director

print name Seamus Cornelius


Accepted and agreed for and behalf of

Signed by
IGO Limited
by _____

sign here ► 

Company Secretary/Director

print name JOANNE McDONALD

sign here ► 

Director

print name IVAN VELLA

Schedule 1

Timetable

BUXTON RESOURCES LIMITED

CAPITAL RAISING REGULATORY TIMETABLE

Event	Notes	Date
1. Record date for SPP.	*1 Business Day before the SPP announcement in accordance with paragraph 12 of Appendix 7A of the Listing Rules (treat Appendix 7A paragraph 12 as applying).	29 May 2024
2. ASX announcement (a) Issue an ASX announcement regarding the Capital Raising, including the issue of New Shares and New Options pursuant to the Placement and SPP, and the issue of Top-up Shares and Top-up Options to IGO. (b) Lodge an Appendix 3B with ASX.	*Form of ASX announcement to be agreed by the Company and IGO pursuant to clause 7(a) above. *Placement to raise \$2,500,000 by the issue of New Shares and New Options to sophisticated investors under section 708 of the Corporations Act. *Placement of 29,411,765 shares with free attaching New Options on a 1:2 basis (to unrelated parties). * SPP of 11,764,706 shares with free attaching New Options on a 1:2 basis (subject to shareholder approval) to raise a further \$1,000,000. * The New Shares and New Options issued under the SPP (as well	30 May 2024

Event	Notes	Date
	<p>as the New Options issued under the Placement) will be issued under a prospectus to ensure these New Shares and any shares issued on exercise of the New Options can be freely traded.</p> <p>* Lead Manager Options are to be issued under the prospectus subject to shareholder approval.</p>	
3. Settlement of Placement		5 th June 2024
<p>4. Allotment</p> <p>(a) Issue New Shares pursuant to the Placement to unrelated parties.</p> <p>(b) Lodge an Appendix 2A and Secondary Trading Notice with ASX in relation to the New Shares issued pursuant to the Placement.</p>	<p>*The Secondary Trading Notice will allow the New Shares issued pursuant to the Placement to be freely traded.</p>	6 th June 2024
5. Issue notice of meeting papers to the Company's shareholders, after ASX has provided its " <i>no objection</i> " after a review of the papers.	<p>* An ASX waiver is required to amend the standard voting exclusion statement to allow all shareholders to vote on approving the issue of securities under the SPP.</p>	As soon as possible after the ASX announcement referred to in 2 is issued.
<p>6. Lodge prospectus with ASIC and ASX. The prospectus will be for an offer for:</p> <p>(a) New Options to be issued pursuant to the Placement;</p> <p>(b) Lead Manager Options;</p> <p>(c) New Shares and New Options to be issued under the SPP to eligible shareholders; and</p>	<p>*Offers referred to in paragraphs (a), (b), (c) and (d) of this item 6 are subject to shareholder approval at a general meeting of the Company's shareholders. The resolutions in relation to paragraphs (a), (c) and (d) of this item 6 will be interconditional.</p>	As soon as possible after the ASX announcement referred to in 2 is issued.

Event	Notes	Date
(d) Any Shortfall Shares and Shortfall Options not subscribed for under the SPP. (e) The Top-up Shares and Top-up Options to be issued to IGO.		
7. SPP offer opens.		
8. Conduct general meeting and pass resolutions.		*Date of general meeting to be at least 28 clear days' from the receipt of the notice of meeting papers by the Company's shareholders, referred to in 5.
9. SPP offer closes.		The SPP offer is intended to close say a day after shareholder approval
10. Issue: (a) all the New Options pursuant to the Placement; (b) the Lead Manager Options; and (c) all the New Shares and New Options pursuant to the SPP.		
11. Lodge an Appendix 2A with ASX for New Shares and New Options.		Before noon (AEST), no more than 7 days after the closing date of the SPP referred to in 9.
12. Issue any Shortfall Shares and Shortfall Options to section 708 investors and any Top-up Shares and Top-up Options, if necessary.		As soon as reasonably practicable after the issue of New Shares and New Options referred to in 10.
13. Lodge an Appendix 2A with ASX in relation to the issue of all Shortfall Shares and Top-up Shares and Shortfall Options and Top-up Options.		

Notes:

- (a) No party will increase their relevant Voting Power in the Company, beyond the 20% takeover threshold, which would otherwise require prior shareholder approval with an independent expert report.
- (b) The Company will seek quotation of the New Options.

Schedule 2

Capital Structure

174,604,358 fully paid ordinary shares

1,500,000 options with an exercise price of \$0.15 per option, expiring on 25 November 2024

8,500,000 options with an exercise price of \$0.14 per option, expiring on 25 October 2025

9,000,000 options with an exercise price of \$0.30 per option, expiring on 30 November 2026