



PARINGA RESOURCES LIMITED

ACN 155 933 010

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**NOTICE OF GENERAL MEETING**

**A General Meeting of the Company will be held at the Conference Room, Ground Floor, BGC Centre, 28 The Esplanade, Perth, Western Australia on Thursday, 23 January 2020 at 10:00am (AWST).**

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*This Notice and the accompanying Explanatory Memorandum should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their stock broker, investment advisor, accountant, solicitor or other professional adviser prior to voting.*

***Should you wish to discuss any matter please do not hesitate to contact the Company Secretary by telephone on + 61 8 9322 6322.***

**Shareholders are urged to attend or vote by lodging the Proxy Form enclosed with the Notice.**

## **NOTICE OF GENERAL MEETING**

Notice is hereby given that a general meeting of Shareholders of Paringa Resources Limited (**Company**) will be held at the Conference Room, Ground Floor, BGC Centre, 28 The Esplanade, Perth, Western Australia on Thursday, 23 January 2020 at 10:00am (AWST) (**Meeting**).

The Explanatory Memorandum to this Notice provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum, Proxy Form and Schedules form part of this Notice.

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations* 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Tuesday, 21 January 2020 at 4:00pm (AWST).

Terms and abbreviations used in this Notice and the Explanatory Memorandum are defined in Schedule 1 of the Explanatory Memorandum.

## **AGENDA**

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### **1. Resolution 1 – Approval to cancel Tranche 1 Options and Tranche 2 Options and issue Tranche 3 Options and Tranche 4 Options**

To consider and, if thought fit, to pass with or without amendment the following resolution as an ordinary resolution:

*“That, subject to ASX granting the Company a waiver of Listing Rule 6.23.3 on terms acceptable for the Company, pursuant to Listing Rule 6.23.2, Listing Rule 7.1 and for all other purposes, Shareholders approve the cancellation of the 18,000,000 Tranche 1 Options and 7,000,000 Tranche 2 Options and the issue of 30,000,000 Tranche 3 Options and 30,000,000 Tranche 4 Options to Tribeca Global Natural Resources Limited, Tribeca Global Natural Resources Credit Master Fund, Equity Trustees Limited as trustee of the Tribeca Global Natural Resources Credit Fund and/or their nominees (together, the **Lenders**), on the terms and conditions in the Explanatory Memorandum.”*

#### **Voting Exclusion**

The Company will disregard any votes cast in favour of this Resolution by or on behalf of the Lenders or an associate of the Company.

However, this does not apply to a vote cast in favour of a resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with directions given to the proxy or attorney to vote on the resolution in that way; or
- (b) the Chairman of the Meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the Chairman to vote on the resolution as the Chairman decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
  - (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

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Dated 20 December 2019

**BY ORDER OF THE BOARD**



**GREG SWAN**  
Company Secretary

## **EXPLANATORY MEMORANDUM**

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### **1. Introduction**

This Explanatory Memorandum has been prepared for the information of Shareholders of the Company in connection with the business to be conducted at the Meeting to be held at the Conference Room, Ground Floor, BGC Centre, 28 The Esplanade, Perth, Western Australia on Thursday, 23 January 2020 at 10:00am (AWST).

This Explanatory Memorandum should be read in conjunction with, and forms part of, the accompanying Notice. The purpose of this Explanatory Memorandum is to provide information to Shareholders in deciding whether or not to pass the Resolution in the Notice.

This Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolutions:

- Section 2: Action to be taken by Shareholders
- Section 3: Resolution 1 – Approval to cancel Tranche 1 Options and Tranche 2 Options and issue Tranche 3 Options and Tranche 4 Options
- Schedule 1: Definitions
- Schedule 2: Terms and Conditions of Tranche 3 Options and Tranche 4 Options

The Schedules and Proxy Form are located at the end of the Explanatory Memorandum.

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### **2. Action to be taken by Shareholders**

Shareholders should read this Explanatory Memorandum carefully before deciding how to vote on the Resolutions.

#### **2.1 Proxies**

A Proxy Form is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, sign and return the Proxy Form to the Company in accordance with the instructions thereon. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in person.

Please note that:

- (a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- (b) a proxy need not be a member of the Company; and
- (c) a member of the Company entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half of the votes.

Proxy Forms must be received by the Company no later than 10:00am (AWST) on Tuesday, 21 January 2020, being at least 48 hours before the Meeting.

The enclosed Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

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### 3. Resolution 1 – Approval to cancel Tranche 1 Options and Tranche 2 Options and issue Tranche 3 Options and Tranche 4 Options

#### 3.1 Background

On 26 April 2019, the Company announced that it had executed a term facility agreement with, among others, Tribeca Global Resources Credit Pty Ltd (as agent), Tribeca Global Natural Resources Limited, Tribeca Global Natural Resources Credit Master Fund and Equity Trustees Limited as trustee of the Tribeca Global Natural Resources Credit Fund (as original lenders) (**Term Loan Facility**).

The Term Loan Facility permitted the Company to draw down up to US\$56 million to refinance existing debt, fund accelerated expansion at the Poplar Grove operations and for general working capital. On 1 May 2019, the Company announced that it had drawn down the first tranche of US\$40 million and repaid the Company's existing US\$21.7 million debt facility with Macquarie Bank Limited in full. The Company has also issued:

- (a) 18,000,000 options at an exercise price of \$0.20 per option (**Tranche 1 Options**); and
- (b) a further 7,000,000 options at an exercise price of \$0.20 per option (**Tranche 2 Options**) to the Lenders, in connection with the Term Loan Facility.

On 19 July 2019, the Company announced that Big Rivers Electric Corporation had advised the Company that it had elected to terminate its supply agreement with the Company.

On 18 September 2019, the Company announced that, following a slower than expected ramp-up which led to a funding gap, it had entered into a term sheet with Tribeca Global Resources Credit Pty Ltd (**Tribeca**) (as agent), subject to certain conditions precedent and execution of formal documentation, for a proposed royalty financing to raise US\$9 million before costs and for a proposed amendment to the terms of the Facility Agreement (**Facility Agreement Amendments**) to, amongst other things, resize the second tranche of the Facility Agreement from US\$16 million to US\$10 million (**Tranche Two**) and to ensure that the previously announced termination of the Company's supply agreement with Big Rivers Electric Corporation, the dispute regarding the Company's construction contract with Frontier-Kemper Constructors, Inc. and the mechanic's lien filed by Frontier-Kemper Constructors, Inc., and the funding gap which has led to the Company's cash reserves being less than the required minimum cash balance of US\$5 million, did not result in any events of default under the Facility Agreement.

On 19 November 2019, the Company executed the formal documentation for the Facility Agreement Amendments. In consideration for the amendments to the Facility Agreement, the Company agreed to:

- (a) issue 30,000,000 unquoted options at an exercise price of \$0.06 per option (**Tranche 3 Options**) to the Lenders no later than 60 days after 26 November 2019; and
- (b) issue 30,000,000 unquoted options at an exercise price of \$0.07 per option (**Tranche 4 Options**) to the Lenders no later than the date on which Tranche Two is drawn by the Company.

The issue of Tranche 3 Options and Tranche 4 Options is subject to the following:

- (a) Shareholder approval pursuant to Listing Rule 7.1 to issue the Tranche 3 Options and Tranche 4 Options (**Shareholder Approval**);
- (b) the Company receiving a waiver from Listing Rule 6.23.3 to cancel the Tranche 1 Options and Tranche 2 Options, which were issued on 30 April 2019 and 11 September 2019 respectively (**ASX Waiver**); and
- (c) the payment by SP2 Royalty Co, LLC of the royalty purchase price, being US \$9 million.

If the Company does not, within 60 days after 26 November 2019 (**Amendment Date**):

- (a) obtain Shareholder Approval;
- (b) obtain the ASX Waiver; and
- (c) issue the Tranche 3 Options,

then the Company must pay the Lenders a non-refundable fee of A\$2,500,000 (**Fee**). Upon payment of the Fee, the Lenders will cease to have any rights to be issued the Tranche 3 Options and Tranche 4 Options, and the Lenders will undertake not to exercise the Tranche 1 Options and Tranche 2 Options.

Refer to the Company's ASX announcements dated 20 March 2019, 26 April 2019 and 1 May 2019 for a summary of the key terms of the Term Loan Facility and the Company's ASX announcements dated 18

September 2019, 21 October 2019, 12 November 2019 and 27 November 2019 for further information on the Facility Agreement Amendments and royalty financing.

Resolution 1 seeks Shareholder approval for cancellation of the Tranche 1 Options and Tranche 2 Options, in addition to the issue of the Tranche 3 Options and Tranche 4 Options to the Lenders, being 60,000,000 Options that convert into one Share on exercise, with a strike price of A\$0.06 and A\$0.07 respectively, and expiring 4 years from the date of issue. Refer to Schedule 2 for the full terms and conditions of the Tranche 3 Options and Tranche 4 Options.

Resolution 1 is an ordinary resolution.

The Chairman intends to exercise all available proxies in favour of Resolution 1.

### 3.2

#### **Listing Rules 6.23.2, 6.23.3 and 6.23.5**

Listing Rule 6.23.2 provides that a change which has the effect of cancelling an option for consideration can only be made if the holders of ordinary securities approve the change. The Listing Rule notes that a change which has the effect of cancelling an option in consideration of the issue of a new option may be a change which is prohibited by Listing Rule 6.23.3 where it has the effect of, reducing the exercise price, increasing the period for exercise or increasing the number of securities received on exercise.

Listing Rule 6.23.3 provides that changes to options which have the effect of reducing the exercise price, increasing the exercise period or increasing the number of securities received on exercise cannot be made.

Under Listing Rule 6.23.5, in determining whether a change has the effect of increasing the period for exercise, separate transactions will be aggregated if, in ASX's opinion, they form part of the same commercial transaction.

The Company considers that the cancellation of the Tranche 1 Options and Tranche 2 Options in consideration for the issue of the Tranche 3 Options and Tranche 4 Options may fall within the ambit of Listing Rules 6.23.3 and 6.23.5 as it will have the effect of increasing the period for exercise of the options and decreasing the exercise price.

### 3.3

#### **ASX Waiver**

The Company is not permitted under Listing Rule 6.23.3 to issue the Tranche 3 Options and Tranche 4 Options or cancel the Tranche 1 Options and Tranche 2 Options unless ASX grants the ASX Waiver. The Company has applied for the ASX Waiver from Listing Rule 6.23.3 to cancel the Tranche 1 Options and Tranche 2 Options and issue the Tranche 3 Options and Tranche 4 Options, subject to Shareholder approval being obtained (**ASX Waiver Application**). As at the date of this Notice, the Company had not received ASX's decision on the ASX Waiver Application. The Company expects to receive ASX's decision on the ASX Waiver Application prior to the date of the Meeting. There is no guarantee that a waiver will be granted. If the Company does not obtain the ASX Waiver and is unable to issue the Tranche 3 Options, the Company will have to pay the Fee (as described in Section 3.1) and in such circumstances the Company would be required to seek alternative funding, which may be difficult for the Company to secure on acceptable terms or at all.

If ASX does grant a waiver, the Company expects it will be a condition of the waiver that the Company seeks Shareholder approval to cancel the Tranche 1 Options and Tranche 2 Options and issue the Tranche 3 Options and Tranche 4 Options. Accordingly, Shareholder approval is being sought pursuant to Resolution 1.

The Company will update the market on the outcome of the ASX Waiver Application.

### 3.4

#### **Listing Rule 7.1**

In accordance with Listing Rule 7.1, the Company must not, subject to specified exceptions, issue or agree to issue more securities during any 12-month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12-month period.

The effect of passing Resolution 1 will be to allow the Company to issue securities in the future up to the 15% annual placement capacity set out in Listing Rule 7.1, without obtaining prior Shareholder approval.

If Shareholder approval is not obtained to permit the issue of the Tranche 3 Options and Tranche 4 Options the Lenders will have to pay the Fee (as described in Section 3.1).

### 3.5

#### **Specific information required by Listing Rule 7.3**

In accordance with Listing Rule 7.3, the Company provides the following information in relation to the issue of the Tranche 3 Options:

- (a) The Tranche 3 Options and Tranche 4 Options will be issued to the Lenders.
- (b) A maximum of 30,000,000 Tranche 3 Options and 30,000,000 Tranche 4 Options will be issued.

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- (c) The Tranche 3 Options and Tranche 4 Options will be issued on the terms and conditions detailed in Schedule 2.
  - (d) The Tranche 3 Options and Tranche 4 Options will be issued on a date as soon as practicable following the Meeting and in any event no later than 3 months after the date of the Meeting.
  - (e) The Tranche 3 Options and Tranche 4 Options are being issued for no consideration under the terms of the Term Loan Facility.
  - (f) The Tranche 3 Options and Tranche 4 Options will be issued as consideration for the amendments to the Facility Agreement and no funds will be raised from the issue of the Tranche 3 Options and Tranche 4 Options.
  - (g) The Tranche 3 Options and Tranche 4 Options are being issued pursuant to the Facility Agreement Amendments as summarised in Section 3.1.
  - (h) A voting exclusion statement is included in the Notice for Resolution 1.

If Shareholder approval is granted, the Tranche 3 Options and Tranche 4 Options will be issued as soon as practical following the satisfaction or waiver of any remaining conditions precedent.

### 3.6

#### **Director Recommendation**

The Directors recommend that Shareholders vote in favour of Resolution 1.

## Schedule 1 - Definitions

In this Explanatory Memorandum and Notice

**Amendment Date** has the meaning given in Section 3.1.

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

**ASX** means ASX Limited.

**ASX Waiver** has the meaning given in Section 3.1.

**ASX Waiver Application** has the meaning given in Section 3.3.

**AWST** means Australian Western Standard Time, being the time in Perth, Western Australia.

**Board** means the board of Directors.

**Chairman** means the person appointed to chair the Meeting convened by the Notice.

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

**Director** means a director of the Company.

**Explanatory Memorandum** means the explanatory memorandum attached to the Notice.

**Facility Agreement Amendments** has the meaning given in Section 3.1.

**Fee** has the meaning given in Section 3.1.

**Lenders** has the meaning given in Resolution 1.

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

**Meeting** has the meaning given in the introductory paragraph of the Notice.

**Notice** means this notice of meeting.

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

**Paringa** and **Company** means Paringa Resources Limited ABN 44 155 933 010.

**Poplar Grove Mine** means the Company's proposed Poplar Grove Mine located in Kentucky, USA.

**Proxy Form** means the proxy form attached to the Notice.

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

**Schedule** means a schedule to this Notice.

**Section** means a section of the Explanatory Memorandum.

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

**Shareholder** means a shareholder of the Company.

**Shareholder Approval** has the meaning given in Section 3.1.

**Term Loan Facility** has the meaning given in Section 3.1.

**Tranche 1 Options** has the meaning given in Section 3.1.

**Tranche 2 Options** has the meaning given in Section 3.1.

**Tranche 3 Options** has the meaning given in Section 3.1.

**Tranche 4 Options** has the meaning given in Section 3.1.

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**Tranche Two** has the meaning given in Section 3.1.

**Tribeca** has the meaning given in Section 3.1.

In this Notice, words importing the singular include the plural and vice versa.

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## Schedule 2 - Terms and Conditions of Tranche 3 Options and Tranche 4 Options

The terms of the Tranche 3 Options and Tranche 4 Options are as follows:

### 1. Entitlement

Each Option (together the **Options**) entitles the holder (**Option Holder**) to subscribe for one ordinary share (**Share**) in the Company upon exercise.

### 2. Exercise Price and Expiry Date

Each Option shall have the exercise price of AU\$0.06 or AU\$0.07 (as applicable) and shall expire 4 years from the date on which it is issued (**Expiry Date**).

### 3. Exercise Period

Each Option is exercisable at any time after the date of grant of the Option and before the Expiry Date (**Exercise Period**).

### 4. Notice of Exercise

The Options may be exercised by notice in writing to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised. Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

### 5. Shares issued on exercise

Shares issued on exercise of the Options rank equally with the then Shares of the Company.

### 6. Quotation of Shares on exercise

For so long as the Company is admitted to the official list of ASX, application will be made by the Company to ASX for official quotation of the Shares issued upon the exercise of the Options on the date of issue of those Shares.

### 7. Timing of issue of Shares and quotation of Shares on exercise

Where the Company is not in possession of excluded information in respect of the Company (as defined in section 708A(7) of the Corporations Act) at the time it receives a Notice of Exercise given in accordance with these terms and conditions and payment of the Exercise Price for each Option being exercised, the Company will, within 5 Business Days:

- a. allot and issue the Shares pursuant to the exercise of the Options;
- b. give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and
- c. apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

Where the Company is in possession of excluded information in respect of the Company (as defined in section 708A(7) of the Corporations Act) at the time it receives a Notice of Exercise given in accordance with these terms and conditions and payment of the Exercise Price for each Option being exercised, the Company will, within 20 Business Days:

- a. allot and issue the Shares pursuant to the exercise of the Options;
- b. give ASX a notice that complies with section 708A(5)(e) of the Corporations Act or lodge a prospectus with ASIC that qualifies the Shares for resale under section 708A(11) of the Corporations Act; and
- c. apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

### 8. Participation in new issues

Option Holders will not be entitled to participate in new issues of capital offered to shareholders during the currency of the Options without exercising its Options.

The Company shall give the Option Holder at least 15 Business Days' written notice prior to the record date for any capital distributions, dividend payments, pro rata issues, bonus issues or rights issues of Shares or other securities of the Company, so as to enable each Option Holder to exercise its Options prior to this date and participate in the issue if the Option Holder so elects.

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## **9. Adjustment for bonus issues of Shares**

If the Company makes a bonus issue of Shares or other securities to existing shareholders (other than an issue in lieu or in satisfaction, of dividends or by way of dividend reinvestment):

- a. the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Option holder would have received if the Option Holder had exercised the Option before the record date for the bonus issue; and
- b. no change will be made to the Exercise Price.

## **10. Adjustment for rights issue**

If the Company makes an issue of Shares pro rata to existing shareholders there will be an adjustment of the Exercise Price of an Option in accordance with the formula set out in ASX Listing Rule 6.22.2.

## **11. Adjustments for reorganisation**

If there is any reconstruction of the issued share capital of the Company, the rights of the Option Holders may be varied to comply the ASX Listing Rules which apply to the reconstruction at the time of the reconstruction.

## **12. Quotation of Options**

No application for quotation of the Options will be made by the Company.

## **13. Options Transferable**

The Options are only transferable provided that the transfer of Options complies with section 707(3) of the Corporations Act.

## **14. Lodgement Instructions**

Cheques shall be in Australian currency made payable to the Company and crossed "Not Negotiable". The application for Shares on exercise of the Options with the appropriate remittance should be lodged at the Company's Registry.

**PARINGA RESOURCES LIMITED**  
**ABN 44 155 933 010**

**PROXY FORM** (Please complete both pages and sign where indicated overleaf)

The Company Secretary  
Paringa Resources Limited

**By delivery:**  
Level 9, 28 The Esplanade  
PERTH WA 6000

**By post:**  
PO Box Z5083  
PERTH WA 6831

**By e-mail:**  
[voting@paringaresources.com](mailto:voting@paringaresources.com)

**By facsimile:**  
+61 8 9322 6558

**Name of Shareholder:**

**Address of Shareholder:**

**Number of Shares entitled to vote:**

Please mark  to indicate your directions. Further instructions are provided overleaf. Proxy appointments will only be valid and accepted by the Company if they are made and received no later than 48 hours before the meeting.

**Step 1 – Appoint a Proxy to Vote on Your Behalf**

I/We being Shareholder/s of the Company hereby appoint:

**The Chairman  
(mark box)**

**OR** if you are **NOT** appointing the Chairman of the Meeting as your proxy, please write the name of the person or body corporate (excluding the registered shareholder) you are appointing as your proxy

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, including to vote in accordance with the following directions (or, if no directions have been given, and to the extent permitted by law, as the proxy sees fit), at the General Meeting of the Company to be held on Thursday, 23 January 2020 at 10:00am (AWST) at the Conference Room, Ground Floor, BGC Centre, 28 The Esplanade, Perth Western Australia and at any adjournment or postponement of that Meeting.

If 2 proxies are appointed, the proportion or number of votes that this proxy is authorised to exercise is [ ]% of the Shareholder's votes / [ ] of the Shareholder's votes. (An additional Proxy Form will be supplied by the Company, on request.)

**Important – If the Chairman is your proxy or is appointed your proxy by default**

The Chairman intends to vote all available proxies in favour of all Resolutions.

**Step 2 – Instructions as to Voting on Resolutions**

The proxy is to vote for or against the Resolution referred to in the Notice as follows:

		For	Against	Abstain
Resolution 1	Approval to cancel Tranche 1 Options and Tranche 2 Options and issue Tranche 3 Options and Tranche 4 Options			

**Authorised signature/s**

This section **must** be signed in accordance with the instructions below to enable your voting instructions to be implemented.

Individual or Shareholder 1

Sole Director and Sole Company Secretary

Shareholder 2

Director

Shareholder 3

Director/Company Secretary

Contact Name

Contact Daytime Telephone

Date

**Proxy Notes:**

A Shareholder entitled to attend and vote at the general meeting may appoint a natural person as the Shareholder's proxy to attend and vote for the Shareholder at that general meeting. If the Shareholder is entitled to cast 2 or more votes at the general meeting the Shareholder may appoint not more than 2 proxies. Where the Shareholder appoints more than one proxy the Shareholder may specify the proportion or number of votes each proxy is appointed to exercise. If such proportion or number of votes is not specified each proxy may exercise half of the Shareholder's votes. A proxy may, but need not be, a Shareholder of the Company.

If a Shareholder appoints a body corporate as the Shareholder's proxy to attend and vote for the Shareholder at that general meeting, the representative of the body corporate to attend the general meeting must produce the Certificate of Appointment of Representative prior to admission. A form of the certificate may be obtained from the Company's share registry.

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

Joint Holding: where the holding is in more than one name all of the holders must sign.

Power of Attorney: if signed under a Power of Attorney, you must have already lodged it with the registry, or alternatively, attach a certified photocopy of the Power of Attorney to this Proxy Form when you return it.

Companies: a Director can sign jointly with another Director or a Company Secretary. A sole Director who is also a sole Company Secretary can also sign. Please indicate the office held by signing in the appropriate space.

If a representative of the corporation is to attend the general meeting the appropriate 'Certificate of Appointment of Representative' should be produced prior to admission. A form of the certificate may be obtained from the Company's Share Registry.

Proxy Forms (and the power of attorney or other authority, if any, under which the Proxy Form is signed) or an electronic copy or facsimile which appears on its face to be an authentic copy of the Proxy Form (and the power of attorney or other authority) must be deposited at or received electronically by e-mail or by facsimile transmission at the Perth office of the Company (Level 9, 28 The Esplanade, Perth WA 6000), or by post to PO Box Z5083, Perth WA 6831, or by e-mail to [voting@paringaresources.com](mailto:voting@paringaresources.com) or by facsimile to (08) 9322 6558 if faxed from within Australia or +61 8 9322 6558 if faxed from outside Australia) not less than 48 hours prior to the time of commencement of the Meeting (WST).

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