

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**

To Company Name/Scheme Metal Hawk Ltd
 ACN/ARSN 630 453 664

1. Details of substantial holder (1)

Name Western Areas Ltd
 ACN/ARSN (if applicable) 091 049 357

The holder became a substantial holder on 19/11/2020

2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully Paid Ordinary (FPO) Shares	3,125,000	3,125,000	6.61%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Western Areas Ltd	Relevant interest pursuant to section 608(1)(a) of the Corporations Act 2001 (Cth) as the registered holder of the Shares issued under a subscription agreement between Western Areas and Metal Hawk Limited dated 14 September 2020 annexed to this notice.	3,125,000

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of relevant interest	Person entitled to be registered as holder (8)	Class and number of securities
Western Areas Ltd	Western Areas Ltd	Western Areas Ltd	3,125,000

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-Cash	
Western Areas Ltd	14 September 2020	\$500,000		3,125,000 (FPO)

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

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

7. Addresses

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

Name	Address
Western Areas Ltd	Level 2, 2 Kings Park Road, West Perth, WA, 6005 PO Box 1891, West Perth, WA, 6872

Signature

Print name

Joseph Belladonna

Capacity - Company Secretary

Sign here



date 30/11/2020

DIRECTIONS

- (1) If there are a large number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001
- (4) The voting shares of a company constitute one class unless divided into separate classes
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - a. Any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - b. Any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies). See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

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Annexure A

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SUBSCRIPTION AGREEMENT

Metal Hawk Limited
Western Areas Limited

File Ref: SXM:SS:200593
Doc Ref: 3287387v10

863 Hay Street
Perth WA 6000
T / +61 (8) 9216 7100

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SUBSCRIPTION AGREEMENT

DETAILS

Name	Metal Hawk Limited	Company
ACN	630 453 664	
Address	Level 2, 18 Kings Park Road, West Perth WA 6005	
E-mail	will@metalhawk.com.au	
Attention	William Belbin	

Name	Western Areas Limited	Subscriber
ACN	091 049 357	
Address	2 Kings Park Road, West Perth WA 6005	
Email	joebelladonna@westernareas.com.au	
Attention	Company Secretary	

BACKGROUND

The Company has agreed to issue the Subscription Securities to the Subscriber on the terms of this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The meanings of the terms used in this Agreement are set out below unless indicated otherwise.

3 Year Options means 1,562,500 options (with each option free-attaching to one (1) Subscription Share) issued on the terms set out in Schedule 3 and with an exercise expiry date of three (3) years from the Completion Date.

4 Year Options means 1,562,500 options (with each option free-attaching to one (1) Subscription Share) issued on the terms set out in Schedule 3 and with an exercise expiry date of four (4) years from the Completion Date.

Agreement means this Agreement.

ASX means ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates.

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

Authorisation means any consent, authorisation, registration, filing, lodgement, notification, agreement, certificate, commission, lease, licence, permit, approval or exemption from, by or with a Government Agency required to undertake activities under this Agreement.

Board means the board of directors of the Company.

Business Day means a day on which banks are open for business in Perth, Australia other than a Saturday, Sunday or public holiday in that city.

Company Warranties means the representations and warranties set out in Schedule 1.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Complete means for a Party to comply with its obligations in respect of Completion under clause 3.2 or 3.3 as applicable.

Completion means completion of the issue of the Subscription Securities under this Agreement.

Completion Date means the date on which Completion occurs.

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

Details means the section of this Agreement headed "Details".

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

EIJVA means the earn-in and exploration joint venture agreement entered into by the Parties on or about the Execution Date.

Emu Lake Option Tenement means exploration licence E27/562.

Emu Lake Project Tenements means the Emu Lake Option Tenement and exploration licence E27/615.

Emu Lake Terms Sheet means the 'Binding Terms Sheet' between the Company and Lithium Australia, dated 12 April 2019.

Encumbrance means an interest or power:

- (a) reserved in or over an interest in any asset; or
- (b) created or otherwise arising in or over any interest in any asset under a security agreement, a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes, but is not limited to:

- (a) any agreement to grant or create any of the above; and
- (b) a security interest within the meaning of section 12(1) of the *Personal Property Securities Act 2009* (Cth).

Execution Date means the date on which the last Party to execute this Agreement, executes it.

Fraser Range DoV means the 'Deed of Variation, Option Exercise, and Affirmation' (in relation to the Fraser Range Terms Sheet) between MHK and Skryne Hill dated 7 September 2020.

Fraser Range Option Tenements means E63/1936 and the pending applications for exploration licences E69/3584 and E69/3593.

Fraser Range Terms Sheet means the 'Binding Terms Sheet' between the Company and Skryne Hill, dated 6 June 2019, to be varied by the Fraser Range DoV.

Gold Rights has the meaning given to that term in the EIJVA.

Gold Rights Tenements means the Kanowna East Project Tenements and the Emu Lake Project Tenements.

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

Group means the Company and all of its Related Bodies Corporate.

GST has the meaning given in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law has the meaning given in the GST Act.

Immediately Available Funds means cash, bank cheque or telegraphic or other electronic means of transfer of cleared funds into a bank account nominated in advance by the payee.

Kanowna East Option Tenement means exploration licence E27/596.

Kanowna East Project Tenements means the Kanowna East Option Tenement and prospecting licence P27/2428.

Kanowna East Terms Sheet means the 'Amended and Restated Binding Terms Sheet' between the Company and Tasex, dated 26 September 2019, to be varied by the Kanowna East DoV.

Law is Commonwealth, State and Territory legislation including regulations, by laws, and other subordinate legislation, the requirements and guidelines of any Government Agency including the ASX Listing Rules, with which a Party is legally required to comply, and common law and equity.

Lithium Australia means Lithium Australia NL (ACN 126 129 413).

Non-Binding Term Sheet means the non-binding term sheet entitled 'Share Subscription, Farm-in and Joint Venture Agreement' between the Company and the Subscriber dated 24 July 2020.

Option Tenements means the:

- (a) Emu Lake Option Tenement;
- (b) Kanowna East Option Tenement; and
- (c) Fraser Range Option Tenements.

the subject of the Option Terms Sheets (as applicable).

Option Terms Sheets means the:

- (a) Emu Lake Terms Sheet;
- (b) Kanowna East Terms Sheet; and
- (c) Fraser Range Terms Sheet.

Parties means the Company and the Subscriber and **Party** means any one of them.

Related Bodies Corporate has the same meaning as in the Corporations Act.

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

Skryne Hill means Skryne Hill Pty Ltd (ACN 101 193 177).

Subscriber Warranties means the representations and warranties set out in Schedule 2.

Subscription Funds means the total Subscription Price paid for all of the Subscription Shares, being \$500,000.

Subscription Options means the 3 Year Options and the 4 Year Options.

Subscription Price means \$0.16 per Subscription Share, totalling \$500,000.

Subscription Securities means the Subscription Shares and the Subscription Options.

Subscription Shares means 3,125,000 Shares.

Tasex means Tasex Geological Services Pty Ltd (ACN 129 133 615).

Warranties means the Company Warranties and the Subscriber Warranties.

1.2 Interpretation

In this Agreement, headings are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any authority or Government Agency;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a reference to 'law' means common law, principles of equity, and laws made by parliament (and laws made by parliament includes State, Territory and Commonwealth laws and regulations and other instruments under them) and all other enforceable regulations, subsidiary legislation, codes, ordinances, local

laws, by-laws, orders, judgments, licences, rules, permits, agreements and enforceable requirements of any authority or Government Agency;

- (e) a reference to a clause or schedule is a reference to a clause of or schedule to this Agreement;
- (f) a reference to a document includes all amendments or supplements to, or replacements or novation of, that document;
- (g) a reference to a party to a document includes that party's successors and permitted assigns;
- (h) the word 'include' or 'includes' is not a word of limitation and when used in introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- (i) a reference to \$ is to the lawful currency of the Commonwealth of Australia;
- (j) a reference to a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (k) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (l) a reference to time is a reference to the time in Perth, Western Australia; and
- (m) no rule of construction will apply to the disadvantage of a Party on the basis that that Party drafted or caused the drafting of the whole or any part of this Agreement.

2. SUBSCRIPTION AND ISSUE

2.1 Subscription Securities

On the day for Completion determined under clause 3.1 the Company must issue, and the Subscriber must subscribe for, the Subscription Securities, for the Subscription Price.

2.2 Rights and ranking

The Company must ensure that the Subscription Shares issued to the Subscriber:

- (a) are fully paid, validly issued and free from any Encumbrance; and
- (b) rank equally in all respects with all Shares.

2.3 Agreement to serve as application

This Agreement serves as an application by the Subscriber to subscribe for the Subscription Shares, and accordingly it will not be necessary for the Subscriber to provide a separate (additional) application for the Subscription Shares on or prior to the Completion Date.

3. COMPLETION

3.1 Time and place

Completion of the issue of the Subscription Shares under this Agreement must take place:

- (a) on a date agreed between the Parties being within 5 Business Days of the Execution Date (or such later date that the Parties may agree); and
- (b) at 10am at the offices of the Company or such other time or place as the Parties may agree.

3.2 Subscriber's obligations

- (a) At Completion, the Subscriber must pay to the Company, or procure the payment to the Company of, the Subscription Price in Immediately Available Funds and provide the Company with evidence satisfactory to the Company of the payment of the Subscription Price.
- (b) At Completion, the Subscriber agrees to:

- (i) have its name and address entered into the Company's share register as the holder of the Subscription Securities; and
- (ii) be bound by the constitution of the Company.

3.3 Company's obligations

On or before Completion, the Company must:

- (a) ensure that the directors of the Company hold a meeting at which the directors resolve to allot and issue the Subscription Securities to the Subscriber in consideration for payment of the Subscription Price;
- (b) give to the Subscriber a certified copy of the resolution referred to in clause 3.3(a);
- (c) issue or procure the issue of the Subscription Shares to the Subscriber;
- (d) register the Subscription Securities in the Company's register of members, in the name of the Subscriber, free from any Encumbrance;
- (e) provide the Subscriber with a share certificate and holding statement for the Subscription Shares and a certificate or holding statement for the Subscription Options; and
- (f) provide to the Subscriber any other evidence satisfactory to the Subscriber of the due allotment and issue of the Subscription Securities.

3.4 Completion simultaneous

The actions to take place as contemplated by this clause 3 are interdependent and must take place, as nearly as possible (and are taken to have occurred), simultaneously. If one action does not take place then without prejudice to any rights available to any Party as a consequence:

- (a) there is no obligation on any Party to undertake or perform any of the other actions;
- (b) to the extent that such actions have already been undertaken, the Parties must do everything reasonably required to reverse those actions; and
- (c) Completion will not occur unless all of the obligations of the Company and the Subscriber under this clause 3 are complied with and fully effective.

4. USE OF SUBSCRIPTION FUNDS

- (a) Following Completion, the Parties acknowledge and agree that:
 - (i) up to \$250,000 (exclusive of GST) of the Subscription Funds may be used by the Company for the purposes of acquiring the legal and beneficial title to the Option Tenements; and
 - (ii) the balance of the Subscription Funds not expended pursuant to clause 4(a)(i):
 - (A) may be used if required with respect to the acquisition of the Option Tenements, tenement maintenance and other direct tenement costs, up to an amount of \$25,000; and
 - (B) must otherwise only be used for drilling and other ground activities with respect to the Gold Rights within the area of the Gold Rights Tenements.
- (b) For the avoidance of doubt, the Company acknowledges and agrees that it will be required to contribute its own funds in the event that the cost of acquiring the legal and beneficial title of the Option Tenements pursuant to clause 4(a)(i) exceeds \$250,000.
- (c) The Company must:
 - (i) keep true, accurate and complete records and accounts of the expenditure of the Subscription Funds; and
 - (ii) on request by the Subscriber, provide the Subscriber with copies of such records and accounts, and all other data reasonably required by

the Subscriber to verify the expenditure of the Subscription Funds in accordance with this clause 4.

5. WARRANTIES

5.1 Company Warranties

The Company gives the Company Warranties to and for the benefit of the Subscriber.

5.2 Subscriber Warranties

The Subscriber gives the Subscriber Warranties to and for the benefit of the Company.

5.3 Repetition warranties

The Company represents and warrants to the Subscriber, and the Subscriber represents and warrants to the Company, that each of the Company Warranties and the Subscriber Warranties (as applicable) are true and accurate in all material respects:

- (a) in respect of each Warranty which is expressed to be given on a particular date, on that date; and
- (b) in respect of each other Warranty, on the Execution Date and immediately before Completion.

5.4 Survival

The Warranties survive the execution of this Agreement and Completion.

5.5 Reliance

- (a) The Company acknowledges that the Subscriber enters into this Agreement in reliance on each Company Warranty.
- (b) The Subscriber acknowledges that the Company enters into this Agreement in reliance on each Subscriber Warranty.

5.6 Independent Warranties

Each Warranty is separate and independent and not limited by reference to any other Warranty or any notice or waiver given by any Party in connection with anything in this Agreement.

5.7 Future events

The Company must immediately give notice to the Subscriber if anything occurs or arises that results or may result in any of the Warranties being unfulfilled, untrue, incorrect or misleading.

6. TERMINATION

6.1 Failure by a Party to Complete

- (a) If a Party (**Defaulting Party**) does not Complete when required to do so, other than as a result of default by the other Party, the non-defaulting Party may give the Defaulting Party notice requiring it to Complete within 5 Business Days of receipt of the notice.
- (b) When a notice is given under clause 6.1(a) time will be of the essence under this Agreement.

6.2 Specific performance or termination

If the Defaulting Party does not Complete within the period specified in clause 6.1(a), the non-defaulting Party may choose either to seek specific performance or terminate this Agreement. In either case, the non-defaulting Party may seek damages for default.

6.3 Termination before Completion

A Party may terminate this Agreement at any time before Completion by notice in writing to the other Party (**Other Party**) if:

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- (a) an order is made or an effective resolution is passed for the winding up or dissolution without winding up (otherwise than for the purposes of reconstruction or amalgamation) of the Other Party;
 - (b) a receiver, receiver and manager, judicial manager, liquidator, administrator or like official is appointed over the whole or a substantial part of the undertaking or property of the Other Party;
 - (c) any of the Company Warranties or Subscriber Warranties (as applicable) given by the Other Party cease to be true, complete and accurate in any material respect; or
 - (d) a holder of an Encumbrance takes possession of the whole or any substantial part of the undertaking and property of the Other Party.

6.4 Effect of Termination

If this Agreement is terminated under this clause 6:

- (a) termination will not affect any other rights the Parties have against one another at law or in equity;
- (b) each Party retains the rights it has against the other in respect of any right or Claim which arises before termination; and
- (c) the rights and obligations of each Party under each of the following clauses and schedules will continue independently from the other obligations of the Parties and survive termination of this Agreement:
 - (i) clauses 1.2 and 1.2 (Definitions and Interpretation);
 - (ii) clause 6 (Termination);
 - (iii) clause 7 (Confidentiality and announcements);
 - (iv) clause 8 (Duties, costs and expenses);
 - (v) clause 10 (GST); and
 - (vi) clauses 11 (Notices) and 12 (Miscellaneous).

6.5 No other right to terminate or rescind

No Party may terminate this Agreement except by written agreement with the other Party or as permitted under this clause 6.

7. CONFIDENTIALITY AND ANNOUNCEMENTS

7.1 Confidentiality

- (a) Except as otherwise agreed between the Parties, each Party (**Recipient**) must keep secret and confidential, and must not divulge or disclose any information relating to another Party or its business (which is disclosed to the Recipient by the other Party, its representatives or advisers), this Agreement other than to the extent that:
 - (i) the information is in the public domain as at the Execution Date (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the Recipient);
 - (ii) the Recipient is required to disclose the information by applicable law or the rules of any recognised securities exchange on which its shares or the shares of any of its Related Bodies Corporate are listed, provided that the Recipient has to the extent possible having regard to the required timing of the disclosure consulted with the provider of the information as to the form and content of the disclosure (other than under section 275 of the *Personal Property Securities Act 2009* (Cth) (**PPSA**)) to the extent that disclosure is not required under that section if it would breach a duty of confidence);
 - (iii) the disclosure is made by the Recipient to its financiers or lawyers, accountants, investment bankers, consultants or other professional advisers to the extent necessary to enable the Recipient to properly

perform its obligations under this Agreement or to conduct their business generally, in which case the Recipient must ensure that such persons keep the information secret and confidential and do not divulge or disclose the information to any other person;

- (iv) the disclosure is required for use in legal advice, legal opinions or legal proceedings regarding this Agreement; or
 - (v) the Party to whom the information relates has consented in writing before the disclosure.
- (b) Nothing in this Agreement is to be construed as constituting the consent of a Party, with respect to a security interest as defined in the PPSA (**Security Interest**) created by this Agreement, to the disclosure of the terms of this Agreement for the purpose of section 275(7) of the PPSA. No Party who is the grantor of a Security Interest under this Agreement will, after the Execution Date, consent to the disclosure of the terms of this Agreement to an interested person for the purpose of section 275 of the PPSA.
- (c) To the extent not prohibited by the PPSA, each Party that is the grantor of a Security Interest under this Agreement waives its right to receive any notice otherwise required to be given by a secured Party under section 157 (verification statements) or any other provision of the PPSA.
- (d) The Subscriber acknowledges that the Company is proposing to undertake an initial public offering on the ASX (**IPO**). In connection with the IPO, the Company will be preparing pre-IPO materials (including an investor presentation) and will be required to lodge a prospectus with ASIC (**IPO Materials**). Notwithstanding this clause 7 and subject to the Subscriber first being provided with a reasonable opportunity to review and comment on a copy of the proposed IPO Materials, the Subscriber will consent to be named in the IPO Materials as a shareholder of the Company and will consent to an agreed summary of the material terms to the EIJA being disclosed in the IPO Materials.

7.2 Extent of obligation

Each Recipient must ensure that its directors, officers, employees, agents, representatives, financiers, advisers and Related Bodies Corporate comply in all respects with the Recipient's obligations under clause 7.1.

7.3 Announcements

- (a) Except for an announcement or other disclosure required by Law or unless required by the listing rules that apply in respect of a recognised securities exchange, a Party must not make or authorise the making of any public announcement concerning the negotiations relating to or the existence, contents of, or termination of this Agreement unless it has first provided each other Party with a copy of the proposed announcement and the Parties have, acting reasonably, agreed the form, content and timing of the proposed announcement with the other Parties.
- (b) To the extent that an announcement or other disclosure is required by Law or by the listing rules that apply in respect of a recognised securities exchange, the Party must use all reasonable endeavours to agree, as soon as reasonably practicable, the wording of such announcement or disclosure before it is made.

8. DISPUTE RESOLUTION

8.1 No proceedings

A Party must not start court proceedings about a dispute arising out of this Agreement unless it first complies with this clause, except where:

- (a) a Party seeks urgent injunctive relief; or
- (b) the dispute relates to compliance with this clause 8.

8.2 Notice

A Party claiming that a dispute has arisen must notify the other Party giving details of the dispute.

8.3 Best endeavours to resolve

Each Party must use its best endeavours to resolve the dispute within 10 Business Days following receipt of notice of the dispute or a longer period agreed in writing by the Parties to the dispute.

8.4 Negotiate in good faith

If the Parties do not resolve the dispute under clause 8.3, a director of each disputing Party with authority to resolve the matter, must negotiate in good faith to resolve the dispute for a period of up to 10 Business Days (or a longer period agreed in writing by the Parties) after the end of the period referred to in clause 8.3.

8.5 Legal Proceedings

If the Parties do not resolve the dispute under clause 8.4, the Parties may instead rely on their rights at law, including the right to institute court proceedings, in order to resolve the dispute.

9. DUTY, COSTS AND EXPENSES

- (a) The Company must pay all stamp, transaction or registration duty or similar charge imposed by any Government Agency in respect of the execution, delivery and performance of this Agreement and any agreement, transaction or document entered into or signed under this Agreement.
- (b) Unless otherwise provided for in this Agreement, each Party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration of this Agreement and any other agreement or document entered into or signed under this Agreement.
- (c) Any action to be taken by the Subscriber or the Company in performing their obligations under this Agreement must be taken at their own cost and expense unless otherwise provided in this Agreement.

10. GST

10.1 Definitions

Capitalised terms used in this clause 10 that have a defined meaning in the GST Law, have the same meaning as in the GST Law unless the context indicates otherwise.

10.2 GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this Agreement does not include GST.
- (b) To the extent that any supply made under or in connection with this Agreement is a taxable supply (other than any supply made under another agreement that contains a specific provision dealing with GST), the recipient must pay, in addition to the consideration provided under this Agreement for that supply (unless it expressly includes GST) an additional amount (**Additional Amount**) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the Additional Amount at the same time as the consideration to which it is referable.
- (c) Whenever an adjustment event occurs in relation to any taxable supply to which clauses 10.2(a) and 10.2(b) applies:
 - (i) the supplier must determine the amount of the GST component of the consideration payable; and
 - (ii) if the GST component of that consideration differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

10.3 Tax invoices

The supplier must issue a Tax Invoice to the recipient of a supply to which clause 10.2 applies no later than the time of payment of the GST inclusive consideration for that supply under that clause.

10.4 Adjustments

If for any reason the amount of GST payable on a supply varies from the Additional Amount payable by the recipient under clause 10.2(b):

- (a) the supplier must provide a refund or credit to the recipient, or the recipient must pay a further amount to the supplier, as appropriate;
- (b) the refund, credit or further amount (as the case may be) will be calculated by the supplier in accordance with the GST Law; and
- (c) the supplier must notify the recipient of the refund, credit or further amount within 10 Business Days after becoming aware of the variation to the amount of GST payable. If there is an Adjustment Event in relation to the supply, the requirement for the supplier to notify the recipient will be satisfied by the supplier issuing to the recipient an Adjustment Note within 10 Business Days after becoming aware of the occurrence of the Adjustment Event.
- (d) Notwithstanding any other provision in this Agreement, if an amount payable under or in connection with this Agreement (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a Party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that Party is entitled in respect of that Amount Incurred.
- (e) Any reference in this clause to an Input Tax Credit to which a Party is entitled includes, without limitation, an Input Tax Credit arising from a Creditable Acquisition by that Party but to which the Representative Member of a GST Group of which the Party is a Member is entitled.

10.5 Reimbursements

If either Party is entitled under this Agreement to be reimbursed or indemnified by the other Party for a cost or expense incurred in connection with this Agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is the consideration for a Creditable Acquisition made by the Party being reimbursed or indemnified, or by its Representative Member.

11. NOTICES

11.1 Form - all communications

Unless expressly stated otherwise in this Agreement, all notices, certificates, consents, approvals, waivers and other communications (**Notices**) in connection with this Agreement must be:

- (a) in writing;
- (b) signed by a director or secretary of the Party or any other person appointed by a Party to act as an authorised officer of the sender for the purposes of this Agreement; and
- (c) marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

11.2 Delivery

Notices must be:

- (a) left at the address set out or referred to in the Details;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details; or
- (c) sent by e-mail to the e-mail address set out or referred to in the Details,

however, if the intended recipient has notified a changed address or e-mail address, then Notices must be to that address or e-mail address.

11.3 When effective

Notices take effect from the time they are received or taken to be received under clause 11.4 (whichever happens first) unless a later time is specified.

11.4 When taken to be received

Notices are taken to be received:

- (a) if left at the address set out or referred to in the Details, at the time of delivery;
- (b) if sent by post, five Business Days after posting (or fourteen days after posting if sent from one country to another); or
- (c) if sent by email, three hours after the time the email was sent to the recipient's email address (as shown on the sender's email system), unless the sender receives an automatic return email notification that the email was not delivered, undeliverable or similar.

11.5 Receipt outside business hours

Despite clauses 11.3 and 11.4, if a Notice is received or taken to be received under clause 11.4 after 5.00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

12. MISCELLANEOUS

12.1 Governing law and jurisdiction

- (a) This Agreement is governed by and is to be construed in accordance with the laws in force in Western Australia.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

12.2 Assignment

No Party may assign or otherwise deal with its rights under this Agreement or allow any interest in them to arise or be varied, in each case without the consent of the other Parties and subject to any express restriction or requirement in this Agreement.

12.3 No undisclosed principals or undisclosed trusts

Except as expressly stated in writing in this Agreement, no person enters into this Agreement as an agent for any other person or as trustee of any trust or on behalf or for the benefit of any other person.

12.4 Further assurances

Each Party agrees, at its own expense, on the request of the other Party, to do everything reasonably necessary to give full effect to this Agreement and the transactions contemplated by it, including the execution of documents.

12.5 Severability

If any clause or part of any clause in this Agreement is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

12.6 Entire agreement

This Agreement constitutes the entire agreement of the Parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter, including without limitation the Non-Binding Term Sheet which the Parties agree is

terminated and of no further force and effect with the Parties having no further rights or liabilities in relation to it.

12.7 Variations require writing

No modification, amendment or other variation of this Agreement will be valid or binding on a Party unless made in writing and duly executed or signed by both Parties.

12.8 Waiver

- (a) Unless otherwise provided in this Agreement, no waiver or relaxation partly or wholly of any of the terms and conditions of this Agreement will be valid or binding on a Party unless in writing and duly executed or signed by or on behalf of that Party.
- (b) Any waiver or relaxation will apply (unless agreed otherwise and duly executed or signed by or on behalf of that Party so waiving or relaxing such terms and conditions) to the particular occasion in question and will not be continuing and will not constitute a waiver or relaxation of any other term or condition of this Agreement.

12.9 Discretion in exercising rights

A Party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Agreement expressly states otherwise.

12.10 No merger

The warranties, undertakings and indemnities in this Agreement do not merge and are not extinguished on Completion and will survive after Completion.

12.11 Remedies cumulative

Except as otherwise expressly provided in this Agreement and permitted by law, the rights, powers and remedies provided in this Agreement are cumulative with and not exclusive to the rights, powers and remedies provided by law independently of this Agreement.

12.12 Counterparts

This Agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

12.13 Relationship of the parties

- (a) Nothing in this Agreement gives a Party authority to bind any other Party in any way.
- (b) Nothing in this Agreement imposes any fiduciary duties on a Party in relation to any other Party.

SCHEDULE 1 – COMPANY WARRANTIES

The Company warrants that:

- (a) **(Registration)** it is a corporation registered (or taken to be registered) and validly existing under the Corporations Act.
- (b) **(Incorporation)** if it is a corporation, it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation.
- (c) **(Power and capacity)** it has full power and capacity to enter into and perform its obligations under this Agreement and to own its assets and to carry on its business as it is now being conducted.
- (d) **(Corporate authorisations)** it and its directors have all necessary authorisations for and taken all necessary action to authorise the execution, delivery and performance by the Company of this Agreement and the documents required under this Agreement in accordance with their respective terms have been obtained or will be obtained prior to Completion.
- (e) **(No legal impediment)** the execution, delivery and performance of this Agreement:
 - (i) complies with its constitution or other constituent documents (as applicable);
 - (ii) complies with each applicable law and Authorisation; and
 - (iii) 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 which would prevent it from entering into and performing its obligations under this Agreement.
- (f) **(Solvency):**
 - (i) it has not gone, or proposed to go, into liquidation;
 - (ii) it has not passed a winding-up resolution or commenced steps for winding-up or dissolution;
 - (iii) it 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;
 - (iv) it 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;
 - (v) 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 Company, and, so far as the Company is aware, there are no circumstances justifying such an appointment; or
 - (vi) 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.
- (g) **(Ownership)** the Subscriber will acquire at Completion:
 - (i) the full legal and beneficial ownership of the Subscription Securities free and clear of all Encumbrances, subject to registration of the Subscriber in the register of shareholders;
 - (ii) the Subscription Securities free of competing rights, including pre-emptive rights or rights of first refusal; and
 - (iii) Subscription Securities that are fully paid and have no money owing in respect of them.

- (h) **(No reliance)** it has not relied on any representation or warranty (whether express, implied or otherwise) by the Subscriber other than as expressly disclosed in this Agreement.
- (i) **(Opportunity)** it has had such opportunity as it has deemed adequate to obtain from the Subscriber such information and conduct such investigations and make such enquiries as is necessary to permit them to evaluate the merits and risks of entering into this Agreement.
- (j) **(Separate legal advice)** it has had a fair opportunity to read and review this Agreement, that the same has been reviewed by its own legal adviser and the effect and import of this Agreement and all ancillary matters have been fully explained by the legal adviser.
- (k) **(Own judgement)** it has relied upon its own judgment in executing this Agreement and has not relied on or been induced by any representation, statement or act by the Subscriber or any of its directors, employees or agents other than as expressly disclosed in this Agreement.

SCHEDULE 2 – SUBSCRIBER WARRANTIES

The Subscriber warrants that:

- (a) **(Registration)** it is a corporation registered (or taken to be registered) and validly existing under the Corporations Act.
- (b) **(Incorporation)** if it is a corporation, it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation.
- (c) **(Power and capacity)** it 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 by the Subscriber of this Agreement in accordance with its terms have been obtained or will be obtained prior to Completion.
- (e) **(No legal impediment)** the execution, delivery and performance of this Agreement:
 - (i) complies with its constitution or other constituent documents (as applicable);
 - (ii) complies with each applicable law and Authorisation; and
 - (iii) 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 which would prevent it from entering into and performing its obligations under this Agreement.
- (f) **(Solvency):**
 - (i) it has not gone, or proposed to go, into liquidation;
 - (ii) it has not passed a winding-up resolution or commenced steps for winding-up or dissolution;
 - (iii) it has not received a deregistration notice under section 601AB of the Corporations Act (or the equivalent in its place of registration or incorporation) or any communication from ASIC (or its equivalent) that might lead to such a notice or applied for deregistration;
 - (iv) it has not been presented or threatened with a petition or other process for winding-up or dissolution and, so far as the Subscriber is aware, there are no circumstances justifying a petition or other process;
 - (v) no receiver, receiver and manager, judicial manager, liquidator, administrator, 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 Subscriber, and, so far as the Subscriber is aware, there are no circumstances justifying such an appointment; or
 - (vi) 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.
- (g) **(Sophisticated or professional investor)** it is a person to whom an offer and issue of the Subscription Shares can be made without disclosure as a result of sections 708(8) or 708(11) of the Corporations Act.
- (h) **(No existing relevant interest)** it does not hold a relevant interest in any Shares of the Company.
- (i) **(No reliance)** it has not relied on any representation or warranty (whether express, implied or otherwise) by the Company other than as expressly disclosed in this Agreement.
- (j) **(Opportunity)** it has had such opportunity as it has deemed adequate to obtain from the Company such information and conduct such investigations and make such enquiries as is necessary to permit them to evaluate the merits and risks of entering into this Agreement.

- (k) **(Separate legal advice)** it has had a fair opportunity to read and review this Agreement, that the same has been reviewed by its own legal adviser and the effect and import of this Agreement and all ancillary matters have been fully explained by the legal adviser.
- (l) **(Own judgement)** it has relied upon its own judgment in executing this Agreement and has not relied on or been induced by any representation, statement or act by the Company or any of its directors, employees or agents other than as expressly disclosed in this Agreement.

SCHEDULE 3 – SUBSCRIPTION OPTION TERMS

- (a) Each Subscription Option gives the holder the right to subscribe for one Share.
- (b) The 3 Year Options are exercisable at any time from the Completion Date until 5pm Western Standard Time on the 3rd anniversary of the Completion Date (both dates inclusive).
- (c) The 4 Year Options are exercisable at any time from the Completion Date until 5pm Western Standard Time on the 4th anniversary of the Completion Date (both dates inclusive).
- (d) A Subscription Option that is not exercised on or before the time and date in paragraph (b) or (c) of this Schedule 3 (as the case requires) will automatically lapse.
- (e) The exercise price of each:
- (i) 3 Year Option is A\$0.25; and
 - (ii) 4 Year Option is A\$0.30,
- (Exercise Price).**
- (f) The Subscription Options are not transferable unless otherwise approved by the Board.
- (g) The exercise of a Subscription Option is effected by the holder providing the Company with a notice in writing stating the intention of the holder to exercise a specified number of Subscription Options (which must be no less than multiples of 1,000), accompanied by the Subscription Option certificate or holding statement (as applicable).
- (h) The holder must pay to the Company, as a condition to the issue of the Shares the subject of the exercise of the Subscription Option(s), the funds due in respect of the exercise of each Subscription Option either by bank cheque or electronic funds transfer to a bank account nominated by the Company in writing.
- (i) The exercise of only a portion of the Subscription Options held does not affect the holder's right to exercise the balance of any Subscription Options remaining.
- (j) All Shares issued upon exercise of the Subscription Options will rank pari passu in all respects with the Company's then issued Shares.
- (k) The Company will not apply for quotation of the Subscription Options on the ASX.
- (l) If at the time of exercise of any Subscription Options, the Shares are quoted on the ASX (or another securities exchange) the Company must apply for quotation of the Shares issued upon exercise of the Subscription Options within 10 Business Days by giving the ASX (if applicable) a notice that complies with section 708A(5)(e) of the Corporations Act. If the Company is unable to meet the criteria in "case 1" of section 705A of the Corporations Act:
- (i) the Company will comply with the criteria in "case 2" of section 708A of the Corporations Act and issue a disclosure document under chapter 6D.2 of the Corporations Act as soon as reasonably practicable after the date of exercise of the relevant Subscription Options and in any event within 10 Business Days of that date; and
 - (ii) until the Company has issued the disclosure document under paragraph (l)(i) of this Schedule 3, the Subscriber will only transfer the relevant Shares to a person that comes within section 708(8), (10) or (11) of the Corporations Act.
- (m) There are no participating rights or entitlements inherent in the Subscription Options and holders will not be entitled to participate in new issues of capital to shareholders during the currency of the Subscription Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the Company will give each Subscription Option holder prior notice as required by the ASX Listing Rules on the record date (as defined in the Listing Rules) of any proposed issue of Shares or other securities or entitlements made available to the holders of Shares generally to enable the Subscription Option holder to exercise its Subscription Options and participate in the new issue.

- (n) There is no right to change the Exercise Price of a Subscription Option nor the number of Shares over which the Subscription Option can be exercised, if the Company completes a pro rata issue of Shares which is not a bonus issue.
- (o) If there is a bonus issue of Shares, the number of Shares over which a Subscription Option can be exercised increases by the number of Shares which the Subscription Option holder would have received if the Subscription Option had been exercised before the record date for the bonus issue.
- (p) In the event of any reconstruction (including consolidation, subdivision, reduction or return of capital) of the issued capital of the Company prior to the expiry date of a Subscription Option, all rights of the Subscription Option holder will be varied in accordance with the ASX Listing Rules applying to a reconstruction of capital at the time of the reconstruction.
- (q) A reference to the ASX Listing Rules in these terms only applies while the Company is on the official list of the ASX. If the Company is listed on another securities exchange these terms will continue to apply subject to such modifications as are required to ensure compliance with the listing rules of that exchange.

Executed as an agreement on 14 SEPTEMBER 2020.

EXECUTED by METAL HAWK LIMITED (ACN 630 453 664) in accordance with section 127 of the Corporations Act by:



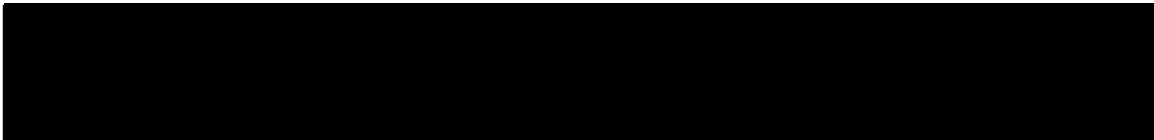
Director

Director/Secretary

WILLIAM BELBIN
Name of Director (print)

DAVID PENNOCK
Name of Director/Secretary (print)

EXECUTED by WESTERN AREAS LIMITED (ACN 091 049 357) in accordance with section 127 of the Corporations Act by:



Director

Director/Secretary

DANIEL LOUGHER
Name of Director (print)

JOSEPH BELLADONNA
Name of Director/Secretary (print)

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