

This is an important document and requires your immediate attention.

If you are in any doubt as to how to act, you should consult your Broker, financial, legal or other professional adviser as soon as possible.

Bidder's Statement

for

a Cash Offer by

Waratah International (Asia) Limited

to purchase ALL of your shares in

Amex Resources Limited (ASX:AXZ)

for A\$0.50 cash per Amex Share

The Offer is dated [*] March 2017 and will close at 5:00pm
(Perth time) on [*] 2017, unless extended.

The Amex Board unanimously recommend that Amex Shareholders accept Waratah's Offer in the absence of a Superior Proposal. The Amex Directors have indicated that they will accept Waratah's Offer in respect of their own holdings of Amex Shares, in the absence of a Superior Proposal.

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BIDDER'S STATEMENT

This Bidder's Statement is given by Waratah to Amex under Part 6.5 of the Corporations Act and sets out certain disclosures required by the Corporations Act together with the terms of the Offer to acquire your Amex Shares. A copy of this Bidder's Statement was lodged with ASIC and sent to ASX on 16 March 2017. Neither ASIC, ASX nor any of their respective officers, take any responsibility for the contents of this Bidder's Statement.

This Bidder's Statement is dated 16 March 2017. It includes an Offer dated [] 2017 on terms set out in this Bidder's Statement (being the date on which the first Offer is sent to Amex Shareholders) to acquire ALL your Amex Shares for A\$0.50 cash for each Amex Share.

The Offer relates to all Amex Shares on issue at 5.00pm (Perth time) on [] 2017.

How to accept

Acceptances for the Offer must be received before the close of the Offer Period. There are different ways to accept an Offer depending on the nature and type of your holding:

For CHESS Holdings of Amex Shares

Please complete and execute the enclosed **green** Acceptance Form in accordance with the instructions on that form and within this Bidder's Statement, and return it to your Controlling Participant.

OR

Please instruct your Broker or other Controlling Participant to initiate acceptance of the Offer on your behalf in sufficient time for the Offer to be accepted before the end of the Offer Period.

For Issuer Sponsored Holdings of Amex Shares

Please complete and execute the enclosed **blue** Acceptance Form in accordance with the instructions on that form and within this Bidder's Statement, and return it **by hand or by mail** (a reply paid envelope is enclosed for return by mail) to:

Security Transfer Australia Pty Ltd
770 Canning Highway, Applecross WA 6153
or
PO Box 535, Applecross WA 6953

Enquiries

If you are in any doubt how to deal with this Bidder's Statement, you should consult your Broker or your legal, financial or other professional adviser as soon as possible.

IMPORTANT INFORMATION

Offers outside Australia

Waratah does not expect to register this Bidder's Statement in any jurisdiction outside of Australia. Distribution of this Bidder's Statement may, in some countries, be restricted by law or regulation. This Bidder's Statement and the Offer do not constitute an offer in any place in which, or to any person to whom, it would not be lawful to make such an offer. It is your responsibility to satisfy yourself that you are permitted to accept the Offer under any foreign law applicable to you.

Hong Kong

WARNING: This document has not been, and will not be, registered as a prospectus under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), nor has it been authorised by the Securities and Futures Commission in Hong Kong pursuant to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong). No action has been taken in Hong Kong to authorise or register this document or any documents issued in connection with it.

The contents of this document have not been reviewed by any Hong Kong regulatory authority. You are advised to exercise caution in relation to the offer. If you are in doubt about any contents of this document, you should obtain independent professional advice.

Disclaimer as to forward-looking statements

Some of the statements appearing in this Bidder's Statement may be in the nature of forward looking statements. As such statements relate to future matters, you should be aware that they are subject to inherent risks and uncertainties. Those risks and uncertainties include factors and risks specific to the resources industry in which Amex operates as well as general matters – such as general economic conditions, prevailing exchange rates, interest rates and conditions of the financial markets – that are outside the control of Waratah and its Director. These factors may cause actual results, performance or achievements to differ, perhaps materially, from the results, performance or achievements expressed or implied by those forecasts or forward looking statements. The past performance of Amex is not a guarantee of future performance. None of Waratah, its sole Director, any person named in this Bidder's Statement or any persons involved in the preparation of this Bidder's Statement make any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any future looking statement, or any events or results expressed or implied in any forward looking statement.

The forward looking statements do not constitute a representation that any such matter will be achieved in the amounts or by the dates indicated and are presented solely as a guide to assist you in assessing this Offer. You are cautioned not to place undue reliance on any forward looking statement. The forward looking statements are based on information available to Waratah as at date of this Bidder's Statement.

Investment decisions

This Bidder's Statement does not take into account your individual investment objectives, financial situation or particular needs. You should therefore seek your own financial and taxation advice before deciding whether or not to accept the Offer.

Information on Amex

All information in this Bidder's Statement relating to Amex has been prepared by Waratah using information in public documents filed by Amex or published by Amex on its website. None of the information in this Bidder's Statement relating to Amex has been commented on or verified by Amex or its Directors or independently verified by Waratah or its sole Director for the purposes of the Bidder's Statement. Accordingly, subject to the Corporations Act, Waratah does not make any representation or warranty, express or implied, as to the

accuracy or completeness of this information. The information on Amex in this Bidder's Statement should not be considered comprehensive.

The Corporations Act requires the Directors of Amex to provide a Target's Statement to Amex Shareholders in respect to the Bidder's Statement, setting out certain material information concerning Amex. You should read the Target's Statement in full before accepting the Offer.

Internet site

Amex maintains an internet site <http://www.amex.net.au>.

Information contained in or otherwise accessible on or through this site does not form part of the Bidder's Statement and references to the site are for information purposes only.

Privacy disclosure

Waratah will collect information about each Amex Shareholder provided on the Acceptance Form for the purpose of processing Acceptance Forms.

By submitting an Acceptance Form, each Amex Shareholder agrees that Waratah may use the information provided on an Acceptance Form for the purposes set out in this privacy disclosure statement and may disclose it for those purposes to Waratah's external service providers, including mailing houses and to its professional advisers, and regulatory authorities.

If you do not provide the information required on an Acceptance Form, Waratah may not be able to accept or process your Acceptance Form.

An Amex Shareholder has a right to gain access to the information that Waratah holds about that person subject to certain exemptions under law. A fee may be charged for access. Access requests must be made in writing to Waratah's registered or Hong Kong office.

Defined terms

Words and phrases used in this Bidder's Statement are defined in section 10.

CORPORATE DIRECTORY

BIDDER:

Waratah International (Asia) Limited (BVI Company Number 1711004)

Registered office:
263 Main Street,
Road Town,
Tortola,
British Virgin Islands

Hong Kong office:
Room 210, 2/F., Securicor Centre,
481, Castle Peak Road,
Cheung Sha Wan,
Kowloon,
Hong Kong

SOLE DIRECTOR:

Kenny Xiangdong Zhang

LEGAL ADVISERS:

Hong Kong

Kwok Yih & Chan
Suites 2103-05,
21st Floor, 9 Queen's Road Central,
Hong Kong

Australia

K&L Gates
Level 32, 44 St Georges Terrace
Perth WA 6000

WARATAH'S REGISTER AGENTS:

Security Transfer Australia Pty Ltd
770 Canning Highway,
Applecross WA 6153

KEY OFFER TERMS

Details of the Offer

Under the terms of the Offer, Amex Shareholders will be offered A\$0.50 cash for each of their Amex Shares.

Important Dates

Announcement of the Offer	13 March 2017
Bidder's Statement lodged with ASIC	16 March 2017
Date of Offer	[*] 2017
Offer Closes*	5:00pm (Perth time) [*] 2017

*This date is indicative only and may be extended or withdrawn as permitted under the Corporations Act

Fees

No brokerage will be payable by you on acceptance of the Offer if you hold your Amex Shares in your own name. However, you may incur brokerage costs and GST on those costs if you instruct your Broker, bank or other nominee to accept this Offer on your behalf.

No stamp duty will be payable by you on acceptance of the Offer.

Conditions

The Offer will be made by way of an off-market takeover offer and is subject to the following Conditions:

- (i) Waratah and its associates having Relevant Interests in at least 90% of the aggregate of all the Amex Shares on issue by the end of the Offer Period (thereby becoming entitled to compulsorily acquire all of the outstanding Amex Shares under Part 6A.1 of the Corporations Act); in the event that Waratah has received acceptances in respect of 80% of the Amex Shares Waratah may waive this Condition without Amex's consent;
- (ii) each Amex Optionholder agreeing with Amex to the cancellation of their Amex Options for no monetary consideration;
- (iii) the Mba Delta Project Contractor agreeing with Amex to the cancellation of the Conditional Call Option for no monetary consideration;
- (iv) Amex continuing to operate its business in the ordinary course;
- (v) no Material Adverse Change in respect to Amex occurs, is announced or becomes known to Waratah (whether or not it becomes public); and
- (vi) there is no event or occurrence as set out in sections 652C(1) and (2) of the Corporations Act.

The Conditions of the Offer are set out in full in section 6.9 of this Bidder's Statement.

FREQUENTLY ASKED QUESTIONS

Question	Answer
Who is making the Offer?	<p>Waratah International (Asia) Limited, a limited liability company incorporated in British Virgin Islands, BVI Company Number 1711004.</p> <p>Waratah is controlled by Kenny Zhang, currently the largest shareholder in Amex, holding 16,973,592 Amex Shares comprising 15.71% of Amex's issued capital.</p> <p>The relationship between Kenny Zhang and Waratah is further described in section 3.3.</p>
What is the Offer?	Waratah is offering to buy all of your Amex Shares for A\$0.50 per share.
Are there any conditions to the Offer?	<p>Yes.</p> <p>These are described in detail in section 6.9.</p>
When will the Offer become unconditional?	When Waratah declares the Offer to be free of the Conditions by giving a notice to that effect to Amex.
How long is the Offer open for?	The Offer opens on [*] 2017 and is scheduled to close at 5:00pm (Perth time) on [*] 2017 unless it is extended or withdrawn in accordance with the Corporations Act.
What is this Bidder's Statement?	<p>It is an important document and requires your immediate attention.</p> <p>It describes the terms of the Offer and includes information that is relevant to your decision whether to accept the Offer. If you are in any doubt as to how to act, you should consult your Broker, financial, legal or other professional adviser as soon as possible.</p>
Will I receive anything from Amex in respect to the Offer?	<p>Yes.</p> <p>Included in the same package as this Bidder's Statement is Amex's Target's Statement, which contains important information which you should read before making your decision whether to accept the Offer.</p> <p>The Target's Statement includes the Amex Board's unanimous recommendation that Amex Shareholders accept the Offer in the absence of a Superior Proposal and states that the Amex Directors intend to accept the Offer in respect of their own holdings,</p>

	<p>in the absence of a Superior Proposal.</p> <p>What constitutes a Superior Proposal and what happens if one is received by Amex is explained in section 1.5.</p>
Does Waratah have any interest in Amex?	<p>Yes.</p> <p>Waratah has a Relevant Interest in 16,973,592 Amex Shares comprising 15.71% of Amex's issued capital registered in the name of Kenny Zhang, the sole Director of Waratah which arises by virtue of an understanding between Kenny Zhang as the sole Director of Waratah and himself that he will not dispose of his Amex Shares other than with Waratah's consent.</p> <p>Kenny Zhang has advised Waratah that he will not be accepting the Offer in respect of his Amex Shares.</p> <p>The relationship between Kenny Zhang and Waratah is further described in section 3.3.</p>
How do I accept the Offer?	You should refer to the instructions in section 6.5 and ensure that your completed Acceptance Form is received by Waratah at the address provided in section 6.5 before 5:00pm (Perth time) on [*] 2017
What happens if I accept the Offer?	You will not be able to sell your Amex Shares on ASX or deal with your Rights. You will have limited statutory rights to withdraw your acceptance.
What happens if I do not accept the Offer?	You will retain all of your Amex Shares and Rights. Your Amex Shares may be acquired compulsorily by Waratah.
Can I accept the Offer for less than my total holding?	No. You may only accept the Offer for all of your Amex Shares.
When can I expect payment for my Amex Shares?	<p>You will be paid no later than the earlier of one month after the Takeover Contract becomes unconditional or 21 days after the end of the Offer Period.</p> <p>Refer to section 6.7.</p>
Do I have to pay any fees or stamp duty on the sale proceeds?	No.
What are the tax consequences of accepting the Offer?	A general description of the tax consequences for certain Amex Shareholders is set out in section 8. This does not take into account your particular circumstances. Accordingly, you should seek advice from your own taxation adviser before deciding

	whether to accept the Offer.
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1. PROPOSED BENEFITS TO AMEX SHAREHOLDERS BY ACCEPTING THE OFFER.

Waratah believes that the Offer provides significant potential benefits to Amex Shareholders, which include:

1.1 Receiving cash for your Amex Shares

By accepting the Offer, Amex Shareholders will:

- (a) receive A\$0.50 cash per Amex Share (subject to the Conditions being satisfied or waived); and
- (b) be paid for your Amex Shares within one month after accepting the Offer, or within one month from the date that the Offer becomes unconditional whichever is the later, and in any event within 21 days after the Offer closes (assuming all Conditions are satisfied or waived).

1.2 A substantial and appealing premium for your Amex Shares

The Offer values the entire issued share capital of Amex at approximately A\$54 million and represents:

- (a) 38.89% premium to the last traded price of Amex Shares of A\$0.36 on 8 March 2017 (depicted in Table 1 below), being the last day on which Amex Shares traded prior to the announcement of the Offer; and
- (b) 37.50% premium to the 20 day volume weighted average price of Amex shares of A\$0.3636 up to and including 10 March 2017, being the last trading day for Amex Shares prior to the announcement of the Offer.

Amex Shareholders should be aware that these premium calculations are subject to variation, depending on the relative share price movements of Amex during the Offer Period.

1.3 Liquidity of Amex Shares

The Offer presents you with an opportunity to realise the value of your Amex Shares in an increasingly illiquid market for Amex Shares. An analysis of the trading patterns of Amex on ASX over the last year (depicted in Table 1 below), shows that there is limited trading in Amex Shares

Amex's average trading liquidity is low and has averaged 9,256 shares per trading day. In addition, based on ASX market statistics since 9 March 2016 to the date of the announcement of the Offer, 13 March 2017, Amex has only traded on 20% of the days the market has been open (depicted in Table 1 below).



Table 1

1.4 No brokerage costs

In accepting the Offer you will not incur any brokerage costs. If you were to sell your Amex Shares through a Broker, either online or in person, you would normally incur such costs in addition to GST.

1.5 Terms agreed between Waratah and Amex

Following discussions between the Amex Board and Kenny Zhang, Waratah, a corporate entity wholly-owned by Kenny Zhang, agreed to make the Offer on the terms described in this Bidder's Statement, including the following:

- (a) Recommendation: Amex's Board has agreed:
 - (i) to unanimously recommended that Amex Shareholders accept the Offer in the absence of a Superior Proposal; and
 - (ii) they will accept the Offer in respect of their own holdings, in the absence of a Superior Proposal.

(b) Superior Proposal:

A Superior Proposal is a bona fide Competing Proposal which the Amex Board determines, acting in good faith and in order to satisfy what the Amex Board reasonably considers to be its fiduciary or statutory duties, would, if completed substantially in accordance with its terms, be likely to result in a transaction more favourable to Amex Shareholders than the Offer, having regard to matters including consideration, conditionality, funding, certainty and timing.

(c) Exclusivity:

During the Offer Period, there is nothing preventing other parties from making unsolicited Competing Proposals to Amex.

Amex and Waratah have agreed that Amex may not:

- (i) solicit, invite, initiate or encourage any Competing Proposal or any enquiries, proposals, discussions or negotiations with any third party in relation to (or that could reasonably be expected to lead to) a Competing Proposal;
- (ii) negotiate or enter into or participate in negotiations or discussions with any person in relation to (or that could reasonably be expected to lead to) a Competing Proposal, or communicate an intention to do any of those things;
- (iii) solicit, invite, initiate, encourage, facilitate or permit any person (other than Waratah) to undertake due diligence investigations in respect of Amex or its businesses and operations, in connection with such person formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Proposal; or
- (iv) make available to any other person (other than Waratah) or permit any such person to receive any non-public information relating to Amex or its businesses and operations, in connection with such person formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Proposal.

However, these "no shop, no talk" provisions do not restrict Amex or any Amex Director from taking or refusing to take any action with respect to a Competing Proposal if:

- (i) the Competing Proposal is bona fide and is made by person of reputable commercial standing; and
- (ii) the Amex Board has determined in good faith after receiving written advice from Amex's external Australian legal adviser practising in the area of corporate law that failing to take the action or refusing to take the action (as the case may be) with respect to the Competing Proposal would be likely to constitute a breach of the fiduciary or statutory obligations of the Amex Board, that the Competing Proposal is or may reasonably be expected to lead to a Superior Proposal.

(d) A Superior Proposal is received:

If a Superior Proposal is received and as a result an Amex Director wishes to change his recommendation of the Offer, Amex must give Waratah details of it and the reasons why the relevant Director has decided to change his recommendation. If Waratah then makes a counter proposal that is no less favourable than the Superior Proposal, Amex and Waratah will use their best endeavours to agree arrangements to give effect to the counter proposal.

If no counter proposal is made, or one is made but the Amex Directors in good faith determine it is less favourable than the Superior Proposal, then the Amex Directors can decide to proceed with the Superior Proposal but in that case the break fee described below may be payable.

(e) Break Fee

Amex has agreed to pay Waratah A\$300,000 (**Break Fee**) if:

- (i) an Amex Director fails to recommend the Offer;
- (ii) an Amex Director changes, withdraws or modifies his recommendation of the Offer or makes any public statement or takes any other action that is inconsistent with his recommendation of the Offer (including where a Competing Proposal is announced and is recommended by any Director);
- (iii) a Competing Proposal is announced and, within the following twelve months the Competing Proposal results in a person obtaining control of Amex, voting power of more than 50% of the Amex Shares, merging or amalgamating with Amex or acquiring an interest in all or a substantial part of the business or assets of Amex; or
- (iv) a Condition described in section 6.9(d),(e) or (f). is not satisfied due to the act or omission of Amex, and Waratah does not waive that Condition.

This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Amex and Waratah under the documents containing those terms. The full terms are contained in the Takeover Announcement and can be obtained from Amex's website (at www.amex.net.au) or under Amex's profile on www.asx.com.au.

2. POTENTIAL DISADVANTAGES AND RISKS OF THE OFFER

2.1 Taxation

If the Offer is accepted, it may have implications for the tax position of Amex Shareholders.

A general description of the tax consequences for certain Amex Shareholders is set out in section 8. As the tax consequences of the Offer will vary depending on the individual circumstances of Amex Shareholders, you should consider your own tax position and the tax implications of the Offer for you.

Waratah recommends that you consult your accountant or other professional adviser.

2.2 Risk factors associated with not accepting the Offer

If you elect not to accept the Offer, there are certain risks that you should be aware:

- (a) if Waratah does not secure 100% Ownership of Amex under the Offer, in the absence of any alternative offer, the market for Amex Shares (if it remains a listed company) may be even less liquid than it is now and, as such, you may find it difficult to sell your Amex Shares at a later date; and
- (b) Waratah will exercise its rights to compulsorily acquire your Amex Shares if it becomes entitled under the Corporations Act to do so.

2.3 Other material information

(a) Should Waratah not be able to secure 100% Ownership under the Offer

If Amex Shareholders together holding in aggregate more than 10% of Amex Shares (which Waratah does not have a Relevant Interest in) do not accept the Offer, and Waratah waives the minimum acceptance condition (see section 6.9(a)) those Amex Shareholders will retain their current shareholdings in Amex. If that Condition is not waived the Offer will fail and all Amex Shareholders will retain their Shares. In either circumstance, Amex will continue to operate as a separate, stand-alone company, and potentially continue to incur the separate operating expenses associated with such activity in addition to the costs associated with dealing with this Offer.

(b) Potential fall in the Amex Share price

Waratah believes that if the Offer was to be rejected, and no alternative offer was made for Amex Shares, there is a risk that Amex's Share price could fall to lower levels, given the poor sentiment which is often afforded companies when an offer at a premium fails.

(c) Transfer of Amex Shares to be free of encumbrances

Amex Shareholders should note that, under the terms of the Offer, each Amex Shareholder will be taken to represent to Waratah that, as at the time of transfer:

- (i) their Amex Shares are free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind that will bind Waratah; and

- (ii) they have full power and authority to transfer their Amex Shares to Waratah under the Offer.

Amex Shareholders who wish to accept the Offer should take steps to ensure that they are in a position to give these warranties (and others set out in section 6.6) in relation to their Amex Shares.

(d) **Stamp duty**

No stamp duty will be payable in connection with the Offer and the transfer of Amex shares to Waratah. If stamp duty is or does become payable, Waratah will pay any stamp duty associated with the transfer of Amex Shares.

3. PROFILE OF WARATAH

3.1 Waratah

Waratah will be making an off-market takeover bid for Amex by making the Offer to all Amex Shareholders as described in this Bidder's Statement.

Waratah is a limited liability company incorporated in the British Virgin Islands on 8 May 2012.

The issued capital of Waratah is US\$50,000 comprising 50,000 shares with a par value of US\$1.00 each registered in the name of Kenny Zhang.

3.2 Waratah's financial resources

The total amount that Waratah will need to pay to acquire all of the Amex Shares in which Waratah (and its associates) does not have a Relevant Interest (being 91,069,488 Amex Shares) if all Amex Shareholders, other than Kenny Zhang, accept the Offer, is A\$45,534,744.

Waratah has available cash resources of its own in A\$ accounts held with Bank of Singapore Limited in excess of this amount.

3.3 Waratah's relationship with Kenny Zhang

Kenny Zhang is the sole Director and shareholder of Waratah and is an associate of Waratah under the Corporations Act.

Kenny Zhang holds 16,973,592 Amex Shares comprising 15.71% of Amex's issued capital. Waratah has a Relevant Interest in 16,973,592 Amex Shares comprising 15.71% of Amex's issued capital registered in the name of Kenny Zhang, the sole Director of Waratah which arises by virtue of an understanding between Kenny Zhang as the sole Director of Waratah and himself that he will not dispose of his Amex Shares other than with Waratah's consent.

4. PROFILE OF AMEX

4.1 Amex's Business

Amex is an iron ore focused, mineral resources development company listed on ASX (ASX code:AXZ) (www.amex.net.au).

Amex's core project is the Mba Delta ironsands magnetite project on the main island of Fiji. The project has a dedicated port site and an Indicated JORC Resource of 220 million tonnes averaging 10.9% Fe.

4.2 Mba Delta Project overview

The Mba Delta Project is an ironsands project located in the northwest of Fiji's main island, Viti Levu.

The Mba Delta orebody occurs as a simple flat lying blanket of fine to coarse magnetite-bearing black sand, approximately 15 kilometers long by up to 4 kilometers wide, located on the tidal and sub-tidal flats of the delta. It lies at the mouth of the Mba River in the northwest of Fiji's main island, Vit Levu, and is bordered by a sparsely-populated agricultural area.

The ironsand concentrate is a high-quality and low impurity magnetite product which can be readily extracted at low cost by dredging of unconsolidated sediments, without the expensive crushing and grinding required by hard rock magnetite sources.

The deposit lies in a shallow lagoon which has minimal current and wave activity and is ideally suited to extraction by conventional dredging methods, planned at a rate of 12 million tonnes annually. From the dredge, the sand will be pumped to a nearby barge-mounted process plant along a 500m long floating pipeline.

Simple chemical-free magnetic separation at the process plant will recover the magnetite concentrate, and a fleet of four barges and a pusher tug will carry the product daily to the Company's sole-use facilities nearby at Lautoka Port. The host sand will be rehabilitated immediately to the delta floor. By adopting a marine based transportation route, the building and maintenance of costly rail or road transport infrastructure will be avoided. At port, the concentrate will be unloaded as a slurry and then rinsed with fresh water to remove sea salt, followed by drying and stockpiling in a fully enclosed purpose built storage facility of 75,000 tonne capacity.

Bulk carrier vessels of Handimax size will berth at Amex's sole use wharf facility at regular intervals to accept cargoes of up to 60,000 tonnes capacity via the purpose-built shiploader facility, for export to China.

Following an initial six-month ramp up period annual production of 750,000 tonnes of magnetite concentrate targeting 58% Fe will be sold primarily to steel mills in China. Plans are being considered by the Board for potential doubling of production to 1.5 million tonnes per year during the second year of operation.

The Mba Delta Project is situated close to a major port and the international airport at Nadi. The deposit is secured by grant of a long term mining lease, with a surrounding extensive special prospecting licence. The Lautoka port site is held under a long-term lease with Fiji Ports Corporation Limited, a Government Commercial company, and all approvals are in place for construction.

4.3 Mba Delta Project update

Amex has entered into a US\$76.3 million contract with CCCC First Harbor Consultants Co. Ltd for the design, procurement and construction of the Lautoka port facilities and the Mba Delta marine operations fleet.

The contract price consists of a US\$12.8 million advance payment, a series of milestone payments and a final delayed payment in the amount of US\$15 million which becomes due for

payment when a 12 month defects rectification period has been completed. The construction formally commenced on 1 May 2016.

As at 31 December 2016, Amex has made payments totaling approximately US\$12.8 million under that construction contract. Amex has recently agreed to defer payments due under the contract in return for an extension of time for project completion until May 2018. The next milestone payment of approximately US\$14 million is scheduled for payment by Amex by May 2017.

5. WARATAH'S INTENTIONS

5.1 Introduction

This section 5 sets out Waratah's intentions with respect to the businesses, assets and employees of Amex based on facts and information concerning Amex which are known to Waratah at the date of this Bidder's Statement. You should note the qualifications that apply to the forward-looking statements in this section 5 which are set out on page 4 of this Bidder's Statement.

5.2 Intentions of Waratah

(a) Overview of the operations

Waratah intends to immediately conduct a strategic review of the Mba Delta Project and Amex's business and operations generally, to develop a thorough understanding of them, their performance levels, and strategic growth plans.

Subject to the result of those investigations, it is the present intention of Waratah, on the basis of the information concerning Amex which is known to Waratah and the existing circumstances affecting the business of Amex, that:

- (i) the business of Amex (and in particular the Mba Delta Project) will be continued in substantially the same manner as it is presently being carried on;
- (ii) there will not be any deployment of the fixed assets of Amex; and
- (iii) the employees of Amex will continue to be employed by Amex on their current terms and conditions.

(b) Compulsory acquisition

If as a result of the Offers, Waratah becomes entitled to compulsorily acquire the outstanding Amex Shares in accordance with Part A.1 of the Corporations Act, Waratah intends to:

- (i) proceed to compulsory acquisition of the remaining Amex Shares in accordance with the provision of the Corporations Act; and
- (ii) arrange for Amex to be removed from the official list of the ASX and become a wholly-owned Subsidiary of Waratah.

Upon achieving 100% Ownership, Waratah may seek the resignation of some or all of the existing Directors on the Amex Board, appoint its own representatives to the Amex Board and operate the business of Amex as a wholly-owned subsidiary of Waratah.

(c) Amex Financing Facilities

In September 2015, Amex entered into a US\$80 million funding agreement with Fortunate Era Investments Limited for the purpose of financing the development of the Mba Delta Project. The provision of this funding agreement was facilitated by Kenny Zhang. The funding agreement comprised a US\$30 million loan and a US\$50 million underwriting facility. The US\$30 million loan was fully drawn down in November 2015 (bearing interest at 18% per annum) and was scheduled for repayment on 14 November 2016. As at 31 December 2016 Amex owed Fortunate Era Investments Limited A\$41,683,656. The lender has acknowledged that it will not demand repayment of the facility until Amex has the ability to repay the amount. The US\$50 million underwriting facility has not yet been utilised by Amex as it attracts an interest rate of 18% per annum and the next milestone payment under the construction contract has been deferred to May 2017.

Amex had intended to repay amounts outstanding under the US\$30 million loan by way of a replacement US\$60 million loan facility which was to be made available by a Hong Kong based fund associated with Kenny Zhang. However, the fund was never established such that Amex was ultimately unable to utilise funding under that agreement to refinance its existing loan obligations.

In addition to amounts owing to Fortunate Era Investments Limited:

- as at 31 December 2016, Amex owed approximately A\$2 million in an unsecured loan (bearing interest at 16% per annum) to Shenzhen Taihongtong Investment Co Ltd. The lender has acknowledged that it will not demand repayment of the loan until Amex has the ability to repay it; and
- on 24 January 2017, Amex drew down on a A\$1 million unsecured 6 month loan provided by Ms Alice Zhang (the wife of Kenny Zhang). Interest on the loan for its 6 month term (at 8% per annum) has been paid in advance.

Waratah notes that in its Half-Year Financial Statement lodged with ASX on 9 March 2017, Amex advised that it was in negotiations with Fortunate Era Investments Limited and Shenzhen Taihongtong Investment Co Ltd. with respect to their respective debt facilities. Waratah intends to continue these negotiations.

6. THE OFFER

6.1 Introduction

This section contains the terms and conditions of the Offer to acquire all of your Amex Shares together with the Rights attaching to the Amex Shares.

The date of this Offer is [*] 2017, being the date the first Offer is made to Amex Shareholders.

The Offer is made in respect of all Amex Shares, which exist at 5.00 pm (Perth time) on [*] 2017.

Offers on terms and conditions identical to those contained in this Offer have been dispatched or will be dispatched to all holders of Amex Shares registered as such on the Register Date.

6.2 Consideration

The consideration offered for each of your Amex Shares is A\$0.50.

6.3 Offer Period

Unless the Offer Period is extended in accordance with this section 6.3 or the Offer is withdrawn in accordance with the Corporations Act, this Offer will remain open for acceptance by you during the period commencing on the date of this Offer and ending at 5:00 pm (Perth time) on [*] 2017.

If, within the last 7 days of the Offer Period, either:

- (a) the Offer is varied to improve the consideration offered; or
- (b) Waratah's voting power in Amex increases to more than 50%,

then the Offer Period will be automatically extended in accordance with section 624 of the Corporations Act so that it ends 14 days after the event referred to in paragraphs (a) or (b) above. If this occurs, Waratah will give to Amex and those Amex Shareholders who have not yet accepted the Offer a written notice that the extension has occurred. Waratah will give this notice within 3 days after the relevant event.

Subject to the Corporations Act as modified by ASIC Class Order 13/521, Waratah may extend the Offer Period.

6.4 Rights attaching to Amex Shares

If you accept the Offer, then you are taken to have agreed that Waratah will be entitled to all benefits and rights attaching to the Amex Shares after Bidder's Statement Date.

If Waratah becomes entitled to any Rights pursuant to an acceptance of this Offer, it may require you to give to Waratah all documents that may be necessary to vest in it title to those Rights, or otherwise to give it the benefit or value of those Rights. If you do not do so before Waratah has provided the consideration to you under the Offer, Waratah will be entitled (without limiting any other rights and remedies available to it) to reduce the amount of consideration paid to you which you would otherwise be entitled in accordance with this Offer, by the amount of the value of such Rights.

6.5 How to accept

Your acceptance must be in respect of all of your Amex Shares.

The manner by which you may accept this Offer will depend on whether your Amex Shares are:

- (a) in a CHESS Holding: your Amex Shares are in a CHESS Holding if they are sponsored by a Broker or other CHESS Participant or you are a Broker or Non-Broker Participant; or
- (b) in an Issuer Sponsored Holding: your Amex Shares are in an Issuer Sponsored Holding if they are sponsored directly by Amex as issuer.

CHESS Holdings

If any of your Amex Shares are in a CHESS Holding, acceptance of this Offer in respect of those Amex Shares can only be made in accordance with the ASX Settlement Operating Rules.

To accept this Offer in respect of those Amex Shares you must:

- (a) if you are a Participant, initiate acceptance of this Offer in accordance with Rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period; or
- (b) otherwise, instruct your Controlling Participant (normally your stockbroker) to initiate acceptance of this Offer in accordance with Rule 14.14 of the ASX Settlement Operating Rules before the end of the Offer Period; or
- (c) complete and execute the **green** Acceptance Form in accordance with the instructions on it and return it (together with any other required documents) before the end of the Offer Period, at the following address:

Security Transfer Australia Pty Ltd
770 Canning Highway, Applecross WA 6153
or
PO Box 535, Applecross WA 6953

Issuer Sponsored Holdings

If any of your Amex Shares are in an Issuer Sponsored Holding, then to accept this Offer in respect of those Amex Shares you must:

- (a) complete the **blue** Acceptance Form in accordance with the instructions on it (which forms part of this Offer and must be observed in accepting the Offer in respect of any Amex Shares held in an Issuer Sponsored Holding); and
- (b) execute the **blue** Acceptance Form in accordance with the instructions and return it (together with any other required documents) before the end of the Offer Period, at the following address:

Security Transfer Australia Pty Ltd
770 Canning Highway, Applecross WA 6153
or
PO Box 535, Applecross WA 6953

Method of delivery

Holders of Amex Shares are advised that the method chosen to deliver the Acceptance Forms and other documents is at the risk of each accepting Amex Shareholder.

Where the Acceptance Form requires any additional documents to be delivered with your Acceptance Form (such as a power of attorney) the Acceptance Form may be treated by Waratah as having been delivered when those additional documents have also been delivered.

If some of your Amex Shares are held in a number of forms

If some of your Amex Shares are in different holdings, your acceptance of this Offer will require separate actions under this section 6.5 in relation to the separate portions of your Amex Shares.

Validity of your acceptance

Your acceptance will not be valid unless it is made in accordance with the procedures set out in this section 6.5 and the instructions on the Acceptance Form. The Acceptance Form forms part of this Offer.

Waratah will determine, in its sole discretion, all questions as to the form of documents, including the validity, eligibility, time of receipt, and acceptance of Amex Shares. The determination of Waratah will be final and binding on all parties.

Waratah may, in its sole discretion, at any time deem any Acceptance Form it receives to be a valid acceptance in respect of Amex Shares, even if a requirement for acceptance has not been complied with and may waive any requirement of this section 6.5. Payment of the consideration in accordance with an Offer will not be made until any irregularity has been resolved or waived and until all documents required to procure registration of Waratah as holder of the Amex Shares concerned have been received by Waratah. Subject to Waratah's other rights, Waratah may provide the consideration to you in accordance with sections 6.2 and 6.7 for any part of an acceptance determined by Waratah to be valid. Where you nonetheless have satisfied the requirements for acceptance for only some of your Amex Shares, Waratah may in its sole discretion regard the Offer to have been accepted for those Amex Shares but not the remainder.

6.6 Effect of Acceptance

By signing and returning an Acceptance Form in accordance with section 6.5 or initiating acceptance of this Offer in accordance with section 6.5, you will or will be deemed to have:

- (a) accepted this Offer (and any variation of it) irrevocably in accordance with its terms in respect of all your Amex Shares detailed in your Acceptance Form;
- (b) irrevocably agreed to transfer to Waratah your Amex Shares subject to the Conditions set out in section 6.9;
- (c) irrevocably authorised Waratah (by its sole Director or any other Officer) to complete on the Acceptance Form correct details of your Amex Shares, fill in any blanks remaining on the Acceptance Form and rectify any error in or omission from the Acceptance Form as may be necessary to make the Acceptance Form an effective acceptance of this Offer and transfer your Amex Shares to Waratah;
- (d) represented and warranted to Waratah as a fundamental condition of the Takeover Contract resulting from your acceptance that, both at the time of acceptance of this Offer and at the time of registration of the transfer of your Amex Shares to Waratah, your Amex Shares are fully paid and, together with your interest in any Rights are free from all mortgages, charges, liens, encumbrances (whether legal or equitable), adverse interests of any nature and restrictions on transfer of any kind and that you have full power, capacity and authority to accept this Offer and sell your Amex Shares (including the legal and beneficial ownership in those Amex Shares and any Rights);
- (e) represented and warranted to, and agreed with Waratah, that your Amex Shares in respect of which you have accepted this Offer will be purchased by Waratah with all Rights and that you will execute all such instruments as Waratah may require for the purpose of vesting in it any such Rights;
- (f) irrevocably appointed Waratah and its sole Director jointly and severally as your true, lawful and exclusive attorney in your name and on your behalf, with effect from the date that the Offer, or any Takeover Contract resulting from your acceptance of the Offer, becomes unconditional, to execute all such instruments as Waratah may require for the purpose of vesting in it any such Rights;

- (g) irrevocably appointed Waratah and its sole Director jointly and severally as your true and lawful exclusive attorney in your name and on your behalf, with effect from the date that the Offer, or any Takeover Contract resulting from your acceptance of the Offer, becomes unconditional, to do all things which you could lawfully do in relation to your Amex Shares or in exercise of any Right derived from the holding of your Amex Shares including, without limitation, the rights to:
- (i) attend and vote in respect of your Amex Shares at any and all meetings of Amex;
 - (ii) requisition or join with other Amex Shareholders in requisitioning and/or convening a meeting of the members of Amex;
 - (iii) demand a poll for any vote to be taken at any meeting of Amex Shareholders;
 - (iv) propose or second any resolutions to be considered at any and all meetings of Amex Shareholders;
 - (v) execute all forms, transfers, assignments, notices, documents, assurances, instruments (including instruments appointing the sole Director of Waratah as a proxy in respect of all or any of your Amex Shares and a transfer form for your Amex Shares), proxies, consents, agreements and resolutions relating to your Amex Shares that may be necessary or desirable to convey your Amex Shares and Rights to Waratah; and
 - (vi) request Amex to register in the name of Waratah or its nominee your Amex Shares which you hold on any register of Amex, and to have agreed that in exercising the powers conferred by that power of attorney, the attorney will be entitled to act in the interests of Waratah as the beneficial owner and intended registered holder of your Amex Shares in respect of which you have accepted this Offer and to have further agreed to do all such acts, matters and things that Waratah may require to give effect to the matters the subject of this section 6.6(g) (including the execution of a written form of proxy to the same effect as section 6.6(g)(v) which complies in all respects with the requirements of the constitution of Amex) if requested by Waratah.

Waratah will indemnify you and keep you indemnified in respect of all costs, expenses and obligations that might otherwise be incurred or undertaken as a result of the exercise by an attorney of any powers under this section 6.6(g). This appointment, being given for valuable consideration to secure the interest acquired in your Amex Shares, is irrevocable, and terminates upon registration of a transfer to Waratah or its nominee of your Amex Shares;

- (h) agreed that in exercising the powers conferred by the power of attorney in section 6.6(e) and 6.6(g), Waratah or its nominee is entitled to act in the interests of Waratah;
- (i) agreed not to attend or vote in person at any general meeting of Amex or to exercise or purport to exercise any of the powers conferred on Waratah or its nominee in section 6.6(g);
- (j) agreed to indemnify Waratah in respect of any claim or action against it or any loss, damage or liability whatsoever incurred by it as a result of you not producing your Holder Identification Number or in consequence of the transfer of your Amex Shares being registered by Amex without production of your Holder Identification Number for your Amex Shares;
- (k) authorised Waratah to notify Amex on your behalf that your place of address for the purpose of serving notices upon you in respect of your Amex Shares in respect of which you have accepted this Offer is at the address of Waratah as specified by Waratah in the notification, and that all such notices are to be marked care of Waratah and to have directed Amex to serve all correspondence, payments or notifications in

respect of any Rights and other communications and documents whatsoever in respect of those Amex Shares to Waratah at that address;

- (l) if at the time of acceptance of this Offer your Amex Shares are in a CHESS Holding, with effect from the date that this Offer or any contract resulting from acceptance of this Offer is declared free from all its Conditions, or those Conditions are satisfied, authorised Waratah to cause a message to be transmitted in accordance with ASX Settlement Operating Rule 14.17.1 so as to transfer your Amex Shares to Waratah; and
- (m) authorised Waratah to instruct your Controlling Participant on your behalf to initiate acceptance of this Offer in accordance with Rule 14.14 of the ASX Settlement Operating Rules and to transfer your Amex Shares to Waratah in accordance with this Offer.

The undertakings and authorities referred to in this section 6.6 will (unless otherwise stated herein) operate even though at the relevant time the consideration has not been paid under this Offer and will remain in force after you receive the consideration for your Amex Shares acquired by Waratah and after Waratah becomes registered as holder of them.

6.7 The Offer Consideration

If you validly accept (or are treated by Waratah pursuant to section 6.5 to have validly accepted) this Offer and this Offer becomes unconditional, Waratah will cause to be paid to you the cash consideration to which you are entitled, no later than:

- (a) if Waratah is given the necessary transfer documents with the Acceptance Form, by the end of whichever of the following period ends earlier:
 - (i) one month after the Offer is accepted or, if the Offer is subject to a Condition, within one month after the Takeover Contract becomes unconditional; or
 - (ii) 21 days after the end of the Offer Period; or
- (b) if Waratah is given the necessary transfer documents after the Acceptance Form and before the end of the Offer Period and the Offer is subject to a Condition at the time that Waratah is given the necessary transfer documents, by the end of whichever periods ends earlier:
 - (i) within one month after the Takeover Contract becomes unconditional; or
 - (ii) 21 days after the end of the Offer Period; or
- (c) if Waratah is given the necessary transfer documents after the Acceptance Form and before the end of the Offer Period and the Offer is unconditional at the time that Waratah is given the necessary transfer documents, by the end of whichever periods ends earlier:
 - (i) one month after Waratah is given the necessary transfer documents; or
 - (ii) 21 days after the end of the Offer Period; or
- (d) if Waratah is given the necessary transfer documents after the Acceptance Form and after the end of the Offer Period, within 21 days after Waratah is given the necessary transfer documents but if at that the time Waratah is given the necessary transfer documents the Takeover Contract is still subject to a Condition which relates to the occurrence of an event or circumstance referred to in section 652C(1), or 652C(2) of the Corporations Act, within 21 days after the Takeover Contract becomes unconditional.

Waratah may avoid the Takeover Contract if Waratah is not given the necessary transfer documents within one month after the end of the Offer Period.

If Waratah varies the Offer to improve the consideration offered in a manner permitted under the Corporations Act, then the increased consideration will be paid in accordance with section 650B(2A) of the Corporations Act.

If, at the time you accept the Offer, any of the following:

- (i) Autonomous Sanctions Regulations 2011 (Cth);
- (ii) Charter of the United Nations (Dealing with Assets) Regulations 2008 (Cth);
- (iii) Charter of the United Nations (Sanctions – Al-Qaida) Regulations 2008 (Cth);
- (iv) Charter of the United Nations (Sanctions - Iraq) Regulations 2008 (Cth); or
- (v) any other law of Australia,

require that an authority, clearance or approval of the Reserve Bank of Australia, the Australian Taxation Office or any other government authority be obtained before you receive any consideration for your Amex Shares, or would make it unlawful for Waratah to provide any consideration to you for your Amex Shares, you will not be entitled to receive any consideration for your Amex Shares until all requisite authorities, clearances or approvals have been received by Waratah.

6.8 Entitlement

(a) Amex Shares

This Offer is made by Waratah to each Amex Shareholder registered in the register of members of Amex at 5:00pm (Perth time) on [*] 2017.

(b) Nominee holdings

Beneficial owners whose Amex Shares are registered in the name of a Broker, investment dealer, bank, trust company or other nominee should contact that nominee for assistance in accepting this Offer.

(c) Transferred Shares

If at the time this Offer is made to you, or at any time during the Offer Period and before you accept this Offer, another person is, or is entitled to be, registered as the holder of, or is able to give good title to, some or all of your Amex Shares (the **Transferred Shares**) to which this Offer relates, then in accordance with section 653B(1)(a) of the Corporations Act:

- (i) a corresponding Offer will be deemed to have been made at that time to that other person in respect of the Transferred Shares; and
- (ii) a corresponding Offer will be deemed to have been made to you in respect of your Amex Shares other than the Transferred Shares.

(d) Parcels

If at any time during the Offer Period and before you accept this Offer, your Amex Shares consist of two or more separate parcels for the purposes of section 653B of the Corporations Act, then in accordance with that section, this Offer will be deemed at that time to consist of separate corresponding Offers made to you in relation to the respective separate parcels of Amex Shares. Acceptance by you of any of those separate corresponding Offers is ineffective unless you have given to Waratah a notice which:

- (i) if it relates to Amex Shares in a CHES Holding, must be in an electronic form approved by the ASX Settlement Operating Rules; or

- (ii) if it relates to Amex Shares held in an Issuer Sponsored Holding, must be in writing, indicating that your Amex Shares consist of separate parcels and the acceptance indicates the separate parcels to which the acceptance relates, provided that you may at the one time accept two or more such separate corresponding Offers for your Amex Shares as if they were a single Offer in relation to separate parcels of Amex Shares.

If this applies to you, contact:

Security Transfer Australia Pty Ltd
770 Canning Highway, Applecross WA 6153
or
PO Box 535, Applecross WA 6953
Phone: 1300 992 916
Fax: +61 8 9315 2233

for such additional copies of this Bidder's Statement and Acceptance Form as are necessary.

6.9 Defeating Conditions

The Offer and each Takeover Contract is subject to the following Conditions that between the date of the Bidder's Statement and the earlier of the end of the Offer Period and the date on which Waratah declares this Offer free from such Conditions:

(a) Minimum Acceptance Condition

Waratah and its associates have Relevant Interests in at least 90% of the aggregate of all the Amex Shares on issue (thereby becoming entitled to compulsorily acquire all of the outstanding Amex Shares under Part 6A.1 of the Corporations Act). In the event that Waratah has received acceptances in respect of 80% of the Amex Shares, Waratah may waive this condition without Amex's consent.

(b) Cancellation of Amex Options

Each Amex Optionholder agreeing with Amex to the cancellation of their Amex Options for no monetary consideration.

(c) Cancellation of Mba Delta Project Contractor Conditional Call Option

The Mba Delta Project Contractor agreeing with Amex to the cancellation of the Conditional Call Option for no monetary consideration.

(d) Conduct of business

Amex Group conducting its business in the ordinary and usual course of business and:

- (i) operating those businesses consistent with past practice, in substantially the same manner as previously conducted;
- (ii) using reasonable endeavours to preserve their relationships with third parties having material business dealings with them, and to retain the services of all key employees;
- (iii) using reasonable endeavours to ensure that all assets are maintained in the normal course consistent with past practice;
- (iv) using reasonable endeavours to comply in all material respects with all material contracts to which the Amex Group is a party, and with laws, authorisations and licenses applicable to each member of the Amex Group;

- (v) not taking or failing to take any action that constitutes a Prescribed Occurrence or that could reasonably be expected to result in a Prescribed Occurrence; and
- (vi) not taking or failing to take any action that would, or would be likely to, prevent a Condition being satisfied or result in a Condition not being satisfied.

(e) **No Material Adverse Change**

No Material Adverse Change occurs, is announced or becomes known to Waratah (whether or not it becomes public).

(f) **Prescribed Occurrences**

None of the following events occurring:

- (i) Amex converting all or any of its shares into a larger or smaller number of shares;
- (ii) Amex or a Subsidiary resolving to reduce its share capital in any way;
- (iii) Amex or a Subsidiary:
 - (A) entering into a buy-back agreement; or
 - (B) resolving to approve the terms of a buy-back agreement under section 257C (1) or 257D (1) of the Corporations Act;
- (iv) Amex or a Subsidiary issuing shares, or granting an option over any of its shares, or agreeing to make such an issue or grant such an option;
- (v) Amex or a Subsidiary issuing, or agreeing to issue, convertible notes;
- (vi) Amex or a Subsidiary disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
- (vii) Amex or a Subsidiary charging, or agreeing to charge, the whole, or a substantial part, of its business or property;
- (viii) Amex or a Subsidiary resolving to be wound up;
- (ix) a liquidator or provisional liquidator of Amex or of a Subsidiary being appointed;
- (x) a court making an order for the winding up of Amex or of a Subsidiary;
- (xi) an administrator of Amex, or of a Subsidiary, being appointed under section 436A, 436B or 436C of the Corporations Act;
- (xii) Amex or a Subsidiary executing a deed of company arrangement; or
- (xiii) a receiver, or a receiver and manager, being appointed in relation to the whole, or a substantial part, of the property of Amex or of a Subsidiary.

(g) **Declaration that Offer free of Conditions**

Subject to section 650F of the Corporations Act, Waratah may declare the Offers free from any of the Conditions generally or in relation to any specific occurrence by giving notice in writing to Amex:

- (i) in relation to the Conditions set out in section 6.9(a) – (e) (inclusive), not less than 7 days before the last day of the Offer Period; and

- (ii) in relation to any of the Conditions set out in section 6.9(f), not later than 3 Business Days after the end of the Offer Period.

Waratah will give notice to Amex and the ASX on the status of the Conditions 7 days before the end of the Offer Period, being [] 2017.

If Waratah extends the Offer Period by a particular period, the date for giving this notice will be postponed for an equivalent period.

Each of the Conditions in this section 6.9 is a separate and distinct Condition and none of the Conditions will be taken to limit the meaning or effect of any Condition.

The Conditions are conditions subsequent to the Takeover Contract formed upon acceptance of the Offer. The non-fulfillment of such conditions subsequent does not prevent a Takeover Contract to sell your Amex Shares to Waratah being formed as a result of your acceptance of this Offer, but entitles Waratah by written notice to you, to rescind the Takeover Contract resulting from your acceptance of this Offer.

If, at the end of the Offer Period:

- (i) any Condition is not fulfilled or satisfied; and
- (ii) Waratah has not declared the Offer and the Takeover Contracts:
 - (A) free from the Conditions set out in section 6.9(a) - (e) (inclusive) not later than 7 days before the end of the Offer Period; and
 - (B) free from the Conditions set out in section 6.9(f) not later than 3 Business Days after the end of the Offer Period,

the Takeover Contracts will be automatically void.

Subject to the Corporations Act, until the end of the Offer Period, Waratah alone is entitled to the benefit of the Conditions or to rely on any non-fulfillment or non-satisfaction of any of the Conditions.

6.10 Withdrawal

In accordance with section 652B of the Corporations Act, this Offer may only be withdrawn with the written consent of ASIC which consent may be given subject to such conditions (if any) as are specified in the consent of ASIC. If that happens, Waratah will send a notice of withdrawal to Amex and to each person to whom an Offer has been made.

6.11 Variation and extension

Waratah may from time to time, vary this Offer in accordance with Part 6.6 of Chapter 6 of the Corporations Act.

Waratah expressly reserves its right under section 650C of the Corporations Act to extend the Offer Period before the end of the Offer Period.

6.12 Costs and expenses

All costs and expenses of the preparation of this Bidder's Statement, the preparation and circulation of the Offer and the transfer of Amex Shares as a result of acceptance of an Offer will be paid by Waratah. As long as your Amex Shares are registered in your name and you deliver them directly to Waratah, you will not incur any brokerage in connection with your acceptance of this Offer.

If you hold your Amex Shares through a bank, Broker or other nominee, you should ask your bank, Broker or other nominee whether it will charge any transaction fees or service charges in

connection with your acceptance of this Offer. No GST is payable by you as a consequence of the acceptance of the Offer.

6.13 Notices

- (a) Subject to the Corporations Act, a notice or other communication given by Waratah to you in connection with the Offer will be deemed to be duly given if it is in writing and:
- (i) is delivered at your address as recorded on the register of members of Amex or the address shown on the Acceptance Form; or
 - (ii) is sent by prepaid ordinary mail, or in the case of any address outside Australia, by prepaid airmail, to you at either of those addresses.
- (b) If:
- (i) this Offer is withdrawn after your Acceptance Form has been sent to Waratah, but before it has been received; or
 - (ii) for any other reason Waratah does not acquire the Amex Shares to which your Acceptance Form relates,

Waratah will return at your risk your Acceptance Form together with all other documents forwarded by you to your address as shown on the Acceptance Form or such other address as you may notify in writing to Waratah by, where such address is inside Australia, prepaid ordinary post, or where such address is outside Australia, prepaid airmail.

6.14 Foreign Shareholders

(a) Cash Payments - Non-Residents

The placing of any sum to the credit of a non-resident (and the sending of currency out of Australia) is regulated by the *Banking (Foreign Exchange) Regulations (Cth)* and the rules and policies of the Reserve Bank of Australia. These regulations only affect the payment of cash consideration under a takeover offer to residents of a small number of countries. If however these regulations apply to you, any consideration payable to you will be subject to all requisite authorities and clearances. Waratah agrees to make prompt application for any required authority or clearance.

(b) Foreign Shareholders

If you are a Foreign Shareholder, and you accept this Offer, then despite any other provisions of this Offer, you will only be entitled to receive cash consideration in Australian dollars.

7. INFORMATION ABOUT AMEX SHARES AND AMEX SECURITY HOLDERS

7.1 Amex and Amex Security Holders

Based upon the documents lodged with the ASX, as at the day prior to the date of this Bidder's Statement, the total number of securities in each class of Amex Securities as at the day prior to the date of this Bidder's Statement was as follows:

Class	Number
Amex Shares – fully paid ordinary shares listed on the ASX (ASX code AZX)	108,043,080
Amex Options - each option is unlisted and is convertible into one Amex Share at prices ranging from A\$0.80 to A\$1.40	35,000,000

Based upon the documents lodged with the ASX, as at the day prior to the date of this Bidder's Statement, the substantial shareholders in Amex and the total number of Amex Shares held by, and the voting power of, those substantial shareholders, is as follows:

Substantial Shareholder	Number of Amex Shares	Voting Power
Kenny Zhang and Waratah	16,973,592	15.71%
Speedy Focus Investments Ltd	12,222,223	11.31%
Perfect Done Ltd	10,200,000	9.44%
Fortunate Era Investments Ltd	10,000,000	9.26%
Ross Arancini	8,746,967	8.10%
Yibo Qiu	5,500,000	5.09%

7.2 Amex Options

The table below describes as at the date of this Bidder's Statement, the number of Amex Options on issue, their exercise price and expiry date. Each Amex Option is unlisted and is convertible into one Amex Share at the applicable exercise price before the applicable expiry date.

Options	Exercise price (A\$)	Expiry date
1,000,000	\$1.40	4 May 2017
500,000	\$1.40	24 May 2017
500,000	\$1.40	22 July 2017
12,000,000	\$1.10	9 January 2018
10,000,000	\$0.80	17 November 2018
2,000,000	\$0.80	4 February 2019
3,000,000	\$0.80	17 November 2019

4,000,000	\$0.80	17 August 2020
2,000,000	\$0.80	30 December 2020

Waratah will not be making offers for any of the Amex Options.

Amex has agreed with Waratah to seek the agreement of each Amex Optionholder to the cancellation of all their Amex Options for no monetary consideration.

It is a Condition of the Offer that all Amex Options and the Conditional Call Option (refer to section 6.9(c)) are cancelled for no monetary consideration.

7.3 Relevant Interest of Waratah in Amex Shares

As at the date of this Bidder's Statement, Waratah had a relevant interest in 16,973,592 Amex Shares (refer to section 3.3).

Immediately before the first Offer was sent to a Amex Shareholder, Waratah had a relevant interest in 16,973,592 Amex Shares.

Kenny Zhang, the sole Director of Waratah, is the registered holder of these 16,973,592 Amex Shares

7.4 Voting power

Waratah's voting power in Amex as at the date of this Bidder's Statement is 15.71% of the total votes that may be cast at a meeting of Amex Shareholders. This percentage is calculated based on the Relevant Interests of Waratah and its associate, Kenny Zhang, in Amex Shares as at the date of this Bidder's Statement.

Immediately before the first Offer was sent to an Amex Shareholder, Waratah's voting power in Amex is 15.71% of the total votes that may be cast at a meeting of Amex Shareholders. This percentage is calculated based on the Relevant Interests of Waratah and its associate, Kenny Zhang, in Amex Shares as at the date of this Bidder's Statement.

7.5 Consideration in previous 4 months

In the 4 months ending on the date of this Bidder's Statement neither Waratah nor any of its associates has provided, or agreed to provide, consideration for any Amex Share under a purchase or agreement.

7.6 Benefits given, offered or Agreed

During the 4 months ending on the date of this Bidder's Statement, neither Waratah nor any of its associates, gave, offered to give or agreed to give a benefit to another person, which was likely to induce the other person or an associate to:

- (a) accept an Offer; or
- (b) dispose of Amex Securities,

which benefit was not offered to all Amex Shareholders.

7.7 Amex Directors' interests in Amex Securities

Details of the Amex Directors and the interests of each Amex Director in Amex Securities as at the day prior to this Bidder's Statement are (based on information obtained from Amex's public disclosures as at the date prior to this Bidder's Statement) are as follows:

The current Directors of Amex are:

- (a) The Hon Richard Alston
- (b) Matthew Collard
- (c) Yibo Qiu

The Amex Directors' interests in Amex Securities are as follows:

Director	Amex Shares	Amex Options
The Hon Richard Alston	Nil	2,000,000
Matthew Collard	1,310,000	3,000,000
Yibo Qiu	5,500,000	1,000,000

8. AUSTRALIAN TAX CONSIDERATIONS

8.1 Introduction

The following is a general description of the Australian tax consequences for the registered holders of Amex Shares upon the disposal of their Amex Shares to Waratah pursuant to this Offer.

This summary is a general guide and is based on the law at the date of this Bidder's Statement. It does not take into account the tax issues of every registered holder and each registered holder should obtain their own independent tax and financial advice as to how the Offer will affect them given their circumstances. Amex Shareholders should not rely on the comments contained in this description.

Amex Shareholders (and any other persons who may benefit from this Offer) who may be subject to tax in a jurisdiction other than Australia should also obtain independent advice as to how the Offer affects them given their circumstances.

The description below assumes that Amex Shareholders are holding the Amex Shares as capital assets and are not holding those Shares as trading stock, on revenue account (that is as part of a profit making scheme) or under a scheme that constitutes an employee share plan.

The description below does not address the particular tax rules that may apply to registered holders who:

- (a) are subject to special tax rules such as:
 - (i) banks;
 - (ii) insurance companies;
 - (iii) tax exempt organisations; or
 - (iv) superannuation funds;
- (b) acquired their Amex Shares through a permanent establishment in Australia; or
- (c) are subject to the "taxation of financial arrangements" rules in Division 230 of the *Income Tax Assessment Act 1997*.

8.2 Capital gains tax implications

(a) Capital gains tax (CGT) event

For CGT purposes, a "CGT event" will occur when the Amex shareholder disposes of its Amex Shares to Waratah. If the Offer is not accepted and the Amex Shares are compulsorily acquired, the Amex Shareholder will also be treated as having disposed of its Amex Shares for CGT purposes.

For CGT purposes, the Amex Shareholder will be taken to have disposed of the Amex Shares when it signs the contract to sell the Amex Shares i.e. the Acceptance Form. If the Amex Shares are compulsorily acquired, the disposal will be taken to take place on the date the Amex Shares are acquired.

If the Offer does not proceed, there will be no CGT consequences.

(b) **Determining your capital gain or loss**

Amex Shareholders who dispose of their Amex Shares by accepting the Offer or as a result of a compulsory acquisition, may make a capital gain or a capital loss from the disposal equal to the difference between:

- (i) the capital proceeds received for the disposal of their Amex Shares (i.e. the cash received under the Offer); and
- (ii) the CGT cost base (or, in the case of a capital loss, reduced cost base) of their Amex Shares (which would generally include the amount paid to acquire the Amex Shares plus any incidental costs of acquisition such as brokerage fees and stamp duty).

The CGT cost base does not include costs that were deductible to the Amex Shareholder (such as interest on money borrowed to acquire the Amex Shares), or were subject to any adjustments arising from any transactions in respect of the Amex Shares such as capital reductions, rollovers or prior restructures of Amex.

Amex Shareholders will make a capital gain from the disposal of the Amex Shares to Waratah to the extent that their capital proceeds exceed their cost base in the Amex Shares. Any capital gain may be reduced by other concessions, such as the discount capital gains tax rules which are discussed below.

Amex Shareholders will make a capital loss from the disposal of their Amex Shares to Waratah to the extent that their capital proceeds are less than their cost base in the Amex Shares.

If Amex Shareholders make a capital loss from the disposal of their Amex Shares, the capital loss may be used to offset capital gains made in the same or subsequent years of income (subject to satisfying any applicable conditions) but cannot be offset against ordinary income. Capital gains cannot be carried back to offset net capital gains arising in earlier income years.

Each Amex Share constitutes a separate asset for CGT purposes. As such Amex Shareholders will need to consider the consequences of the disposal of their Amex Shares if they acquired their Amex Shares in different parcels at different times.

The tax treatment of the capital gain or capital loss arising from the disposal of the Amex Shares depends on whether the Amex Shareholder is an Australian resident for tax purposes and whether it holds the Amex Shares as an individual, trustee of the a trust, complying superannuation fund or company.

(c) **Australian residents**

An Australian resident taxpayer may be entitled to a CGT discount where the taxpayer:

- (i) is an Australian resident, individual trust or complying superannuation fund;
- (ii) has held the Amex Shares for at least 12 months; and
- (iii) makes a capital gain from the disposal of the Amex Shares.

In calculating the 12 month period, the day of acquisition and day of disposal are excluded.

The CGT discount results in the capital gain being reduced by the applicable "discount percentage" which is:

- (i) 50% for individuals and trusts; and

- (ii) 33 1/3% for complying superannuation funds.

Companies are not entitled to a CGT discount.

The CGT discount provisions may also apply to the beneficiaries of trusts disposing of Amex Shares. These provisions are complex and independent advice should be sought in this regard.

Any capital gain made on the disposal of the Amex Shares will be added to any other capital gains made by the taxpayer in that same financial year. Any available capital losses will then be deducted from the total capital gain (before applying any CGT discount) made in that year. The CGT discount will then be applied to any remaining capital gain. The remaining net capital gain will then be included in the shareholder's assessable income for the year.

If a capital loss is made on the disposal of the Amex Shares, that capital loss can only be offset against capital gains made in the current income year. Any capital loss remaining after offset against any capital gain will be carried forward and can be applied against capital gains made in subsequent income years, subject to satisfying any applicable conditions.

(d) **Non-residents**

Non-residents disposing of Amex Shares will be subject to Australian CGT, if:

- (i) the taxpayer and its associates hold 10% or more of the Amex Shares:
 - (A) at the time of disposal; or
 - (B) throughout a 12 month period that begins no earlier than 24 months before the date of disposal; and
- (ii) the market value of Amex's assets that are "taxable Australian real property" (which includes real property in Australia, shares in companies holding real property, mining, quarrying or prospecting rights, where the minerals, petroleum or quarry materials are in Australia) is greater than the market value of Amex's assets that are not taxable Australian real property.

8.3 Stamp Duty and GST

No stamp duty or GST will be payable by you on the disposal of your Amex Shares to Bidder pursuant to the Offer.

You may be charged GST on costs incurred in disposing of your Amex Shares such as accountants fees. You may be entitled to claim an input tax credit for such costs. You should seek professional advice as to your entitlement.

9. ADDITIONAL INFORMATION

9.1 Consents

K&L Gates has given, and has not, before the issue of this Bidder's Statement, withdrawn its written consent to be named in this Bidder's Statement in the form and context in which it is named in the Corporate Directory. K&L Gates has not caused or authorised the issue of this Bidder's Statement, does not make any statement that is included in this Bidder's Statement and there is no statement in this Bidder's Statement, which is based on any statement by K&L Gates. K&L Gates specifically disclaims any responsibility for any statements included in this Bidder's Statement.

Kwok Yih & Chan has given, and has not, before the issue of this Bidder's Statement, withdrawn its written consent to be named in this Bidder's Statement in the form and context in which it is named in the Corporate Directory. Kwok Yih & Chan has not caused or authorised the issue of this Bidder's Statement, does not make any statement that is included in this Bidder's Statement and there is no statement in this Bidder's Statement, which is based on any statement by Kwok Yih & Chan. Kwok Yih & Chan specifically disclaims any responsibility for any statements included in this Bidder's Statement.

Security Transfer Australia Pty Ltd has given, and has not, before the issue of this Bidder's Statement, withdrawn its written consent to be named in this Bidder's Statement in the form and context in which it is named in the Corporate Directory. Security Transfer Australia Pty Ltd has not caused or authorised the issue of this Bidder's Statement, does not make any statement that is included in this Bidder's Statement and there is no statement in this Bidder's Statement, which is based on any statement by Security Transfer Australia Pty Ltd. Security Transfer Australia Pty Ltd specifically disclaims any responsibility for any statements included in this Bidder's Statement.

This Bidder's Statement includes or may be accompanied by statements which are made, or based on, statements made in documents lodged with ASIC or ASX. In including such statements in this Bidder's Statement, Bidder has relied on ASIC Class Order 01/1543. In accordance with the terms of that Class Order the parties making those statements are not required to consent to, and have not consented to the inclusion of the relevant statements in this Bidder's Statement. If you would like a copy of the documents containing the statements please contact:

Matthew Collard, Managing Director, Amex Resource Limited on: (08) 9480 0455 from within Australia or on +61 8 9480 0455 from outside Australia and a copy will be provided to you free of charge.

9.2 Authorisation

This Bidder's Statement was approved by the resolution of Waratah's sole Director, Kenny Zhang on 16 March 2017.

9.3 Changes to Amex's financial position

Other than as disclosed by Amex in its public announcements filed with the ASX, Waratah does not know of any material change to the financial position of Amex since 9 March 2017 when the Half-Year Financial Statements of Amex were lodged with ASX.

9.4 No other material information

This Bidder's Statement is required to include all the information that Amex Shareholders and their professional advisers would reasonably require to make an informed assessment whether to accept the Offer, but:

- (a) only to the extent to which it is reasonable for investors and their professional advisers to expect to find this information in this Bidder's Statement; and
- (b) only if the information is known to Waratah's sole Director.

Kenny Zhang, the sole Director of Waratah is of the opinion that the information that Amex Shareholders and their professional advisers would reasonably require to make an informed assessment whether to accept the Offer is:

- (a) the information contained in this Bidder's Statement; and
- (b) the information which it would be unreasonable to require Waratah to disclose because it has previously been disclosed to Amex Shareholders in Amex's releases to the ASX prior to the date of this Bidder's Statement.

9.5 ASIC relief

Waratah reserves the right, at any time to:

- (a) make an application to ASIC for it to exercise any power or discretion conferred on it under the Corporations Act, including the power to grant relief and including to allow Waratah to withdraw the Offer; and
- (b) extend the Offer Period for the Offer or otherwise vary the Offer in accordance with Chapter 6 of the Corporations Act.

9.6 Governing Law

This Bidder's Statement is governed by the laws of the State of Western Australia.

10. DEFINITIONS AND INTERPRETATION

10.1 Definitions

In this Bidder's Statement and each Acceptance Form, unless the context otherwise requires, the following words have these meanings:

"100% Ownership" means circumstances where, following the completion of the Offer, Waratah has received acceptances from Amex Shareholders which give Waratah and its associates Relevant Interests, and voting power, in at least 90% of the Amex Shares on issue as at the date of this Bidder's Statement and Waratah and its associates have acquired at least 75% (by number) of the Amex Shares the subject of the Offer, and is entitled to proceed to compulsory acquisition of the remaining Amex Shares in accordance with the provisions of the Corporations Act.

"Acceptance Form" means an acceptance and transfer form accompanying this Bidder's Statement.

"Amex" means Amex Resources Limited ABN 55 089 826 237.

"Amex Group" means Amex and its Subsidiaries.

"Amex Option" means an option to subscribe for Amex Shares.

"Amex Optionholder" means a holder of Amex Options as set out in section 7.2.

"Amex Security" means, as the context requires, an Amex Share or an Amex Option or both.

"Amex Security Holder" means a holder of Amex Securities.

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

"Amex Shareholder" means a holder of Amex Shares.

"ASIC" means the Australian Securities and Investments Commission.

"ASX" means Australian Stock Exchange Limited ABN 98 008 624 691.

"ASX Settlement Operating Rules" means the ASX Settlement Operating Rules made by ASX Settlement Pty Limited CAN 008 504 532.

"Bidder's Statement" means this bidder's statement dated 16 March 2017.

"Bidder's Statement Date" or **"the date of this Bidder's Statement"** means the date on which this Bidder's Statement was lodged with ASIC, being 16 March 2017.

"Board" means the board of Directors of Waratah or Amex (as the case may be).

"Broker" means a person who is a share broker and a Participant in CHESS.

"Business Day" means any day that is not a Saturday or Sunday on which banks are open for general banking business in Perth, Western Australia.

"Competing Proposal" means any proposal, offer or transaction by a third party that, if completed, would mean:

(a) a person would acquire a relevant interest or voting power in 20% or more of the Amex Shares;

(b) a person would enter into, buy, dispose of, terminate or otherwise deal with any cash settled equity swap or other synthetic, economic or derivative transaction connected with or relating to 20% or more of the Amex Shares;

(c) a person would directly or indirectly acquire or obtain an interest (including an economic interest) in all or a substantial part or material part of the business conducted by, or assets or property of, Amex;

(d) a person would acquire control of Amex;

(e) a person may otherwise acquire, or merge with, Amex (including by way of takeover bid, scheme of arrangement, capital reduction, sale of assets, sale of securities, strategic alliance, dual listed company structure, joint venture or partnership); or

(f) Amex will issue, on a fully diluted basis, 20% or more of its issued share capital as consideration for the assets or share capital or another person,

or any proposal by Amex to implement any reorganisation of capital. Each successive material modification or variation of any proposal, offer or transaction in relation to a Competing Proposal will constitute a new Competing Proposal.

"Conditional Call Option" means the option granted by Amex to the Mba Delta Project Contractor under the lump sum procurement, construction and management contract for the Mba Delta Project as security for the payment of the final milestone payment of US\$15,000,000 under that contract, for the issue of Amex Shares (to a limit of 19.9% of Amex's issued capital) which was approved by Amex Shareholders in general meeting on 17 August 2016.

"CHESS" means the Clearing House Electronic Subregister System administered by SCH.

"CHESS Holding" means a holding of Amex Shares on the CHESS subregister of Amex.

"Conditions" means the defeating conditions set out in section 6.9.

"Controlling Participant" means the Participant who is designated as the controlling participant for shares in a CHESS Holding in accordance with the ASX Settlement Operating Rules.

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

"Date of the Offer" means the date on which the first Offer is sent to Amex Shareholders, being [*] 2017.

"Director" means a director of Waratah or Amex (as the case may be).

"Foreign Shareholder" means an Amex Shareholder whose address shown in Amex's register of members is a place outside Australia or its external territories (as defined in the *Acts Interpretation Act 1901 (Cth)*).

"GST" means the Goods and Services Tax within the meaning of the GST Act.

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

"Issuer Sponsored Holding" means a holding of Amex Shares on the issuer sponsored subregister of Amex.

"Kenny Zhang" means Kenny Xiangdong Zhang, the sole Director and shareholder of Waratah.

"Listing Rules" means the Listing Rules of ASX.

"Material Adverse Change" means an event, occurrence or matter that occurs, is announced, is disclosed or otherwise becomes known to Waratah (whether it becomes public or not) after the Bidder's Statement Date and which (individually or when aggregated with other events, occurrences or matters) has or could reasonably be expected to have:

(a) the result that the business of Amex is unable to be carried on substantially in the way it is carried on as at the Bidder's Statement Date; or

(b) one or more of the following effects (in each case determined in accordance with Accounting Standards):

(i) for an event, occurrence or matter with a one-off impact – a diminution in the net assets of the Amex Group by A\$10,000,000 million or more; or

(ii) in all other cases – the incurring of any liabilities, costs or expenses (contingent or otherwise) where the quantum exceeds A\$10,000,000 million (on a pre-tax basis),

other than events, occurrences or matters:

(c) resulting directly from changes in general economic and political conditions or changes that affect the resources industry generally; or

(d) fairly disclosed to the ASX before the Bidder's Statement Date or which may arise from an event, occurrence or matter which was so disclosed.

"Mba Delta Project Contractor" means CCCC First Harbour Consultants Co., Ltd of 1472 Dagu Road (South), Tianjin, China P.C. 300222, People's Republic of China.

"Offer" means the offer by Waratah to each Amex Shareholder on the terms set out in section 6 (or all of those Offers taken together).

"Offer Period" means the period commencing on [] 2017 until [] 2017 at 5:00 pm (Perth time), unless extended.

"Officer" has the meaning given in the Corporations Act.

"Participant" has the meaning given in the ASX Settlement Operating Rules.

"Prescribed Occurrences" means any of the events referred to in section 6.9(e).

"Relevant Interest" has the meaning given in the Corporations Act.

"Rights" means all accretions, benefits and rights attaching to or arising from Amex Shares directly or indirectly after the date of this Bidder's Statement, including all dividends and other distributions, all rights to receive dividends and other distributions, or to receive or subscribe for shares, options or other securities declared, paid or made by Amex.

"Subsidiary" has the meaning given in the Corporations Act.

"Superior Proposal" is defined in section 1.5.

"Takeover Announcement" means the announcement of the Offer lodged by Amex with ASX on 13 March 2017.

"Takeover Contract" means a contract that results from the acceptance of an Offer made under this Offer.

"Waratah" means Waratah International (Asia) Limited a company incorporated in and existing under the laws of the Territory of the British Virgin Islands, Registration Number 1711004.

"your Amex Shares" means the Amex Shares in respect of which you are able to give good title at 8:00am (Perth time) on the date of the Offer or subsequently during the Offer Period and, where applicable, the number of such Amex Shares specified in an Acceptance Form.

10.2 Interpretation

In this Bidder's Statement and the Acceptance Forms, the following principles of interpretation apply unless the context otherwise requires:

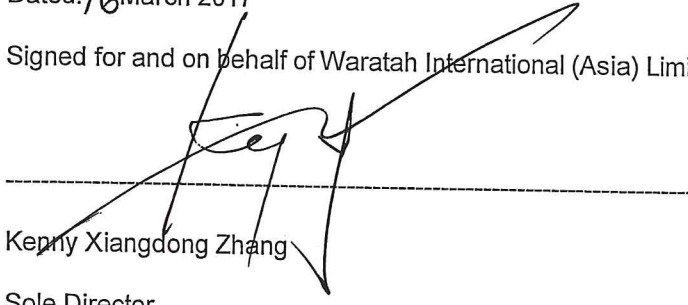
- (a) Annexures to this Bidder's Statement form part of the Bidder's Statement as do the Acceptance Forms.
- (b) References to a section, annexure or paragraph are to a section, annexure or paragraph of this Bidder's Statement.
- (c) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.
- (d) Words and phrases to which a meaning is given by the Corporations Act, the Listing Rules or the ASX Settlement Operating Rules have that meaning in this Bidder's Statement and in the Acceptance Forms unless that meaning is inconsistent with the context in which the word or phrase is used.
- (e) A reference to any document or instrument includes any variation or replacement of it.
- (f) A reference to any legislation or legislative provisions includes any statutory modification or re-enactment of, or any legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision.
- (g) Headings are for convenience only and do not affect the interpretation of this Bidder's Statement.
- (h) The singular includes the plural and vice versa.
- (i) Words importing any gender include the other gender.
- (j) A reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government, and vice versa.
- (k) References to "A\$" are to Australian currency.
- (l) References to "US\$" are to currency of the United States of America.
- (m) A reference to time is a reference to Perth, Western Australia time.
- (n) A reference to a period of time (including, without limitation, a year, a quarter, a month or a day) is to a calendar period.
- (o) A statement made in this Bidder's Statement is made as at the Bidder's Statement Date.
- (p) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (q) A reference to writing includes facsimile transmissions.
- (r) A reference to a Condition being fulfilled is to it being fulfilled as a matter of fact or the Offer becoming free of the Condition under the Corporations Act as it applies to this Offer.
- (s) A term referred to in this Offer that relates to CHES and is not specifically defined in this Offer, has the meaning given to it in the Corporations Act or the ASX Settlement Operating Rules (if any).

APPROVAL OF BIDDER'S STATEMENT

This Bidder's Statement has been approved by a resolution of the sole Director of Waratah International (Asia) Limited.

Dated: 16 March 2017

Signed for and on behalf of Waratah International (Asia) Limited by:



Kenny Xiangdong Zhang

Sole Director

REGISTERED OFFICE:
263 MAIN STREET
ROAD TOWN
TORTOLA
BRITISH VIRGIN ISLANDS

WARATAH INTERNATIONAL (ASIA) LIMITED

(Incorporated in the British Virgin Islands; Company Registration number 1711004)

All Correspondence to:
Security Transfer Australia Pty Ltd
PO Box 535
Applecross WA 6953

T: 1300 992 916 F: +61 8 9315 2233
E: registrar@securitytransfer.com.au
W: www.securitytransfer.com.au

«Holder_name»
«Address_line_1»
«Address_line_2»
«Address_line_3»
«Address_line_4»
«Address_line_5»

Holder Number:

Your total holding of Amex Resources Limited Shares as at <insert time and date>:

Cash payment to be issued as consideration on the basis of \$0.50 for every 1 Amex Share held:

Use this form to accept the Waratah International (Asia) Limited Offer to acquire all of your Amex Resources Limited Shares.

If any of the above details are incorrect, please amend them and initial the alterations.

For CHESSE Holdings

If your Amex Resources Limited Shares are held on the CHESSE Sub register, to accept this Offer you can either:

a. Contact your Controlling Participant - normally your broker (if you do that, you do not need to return this form)

OR

b. If you want us to contact your Controlling Participant on your behalf, please insert their details below

Controlling Participant's name

Address

Your acceptance must be received by us no later than 5.00 pm WST on the second last day of the Offer Period to effect acceptance of the Offer on CHESSE during business hours.

By signing in the box below you accept the Offer from Waratah International (Asia) Limited and subject to the terms of the Offer (as set out in the Bidder's Statement from Waratah International (Asia) Limited <date of Bidder Statement>, as replaced or supplemented) and you acknowledge the effect of your acceptance is as set out in Section 6.6 of Waratah International (Asia) Limited Bidder's Statement (including that you agree to transfer all of your Amex Resources Limited Shares to Waratah International (Asia) Limited in return for the consideration to be provided to you pursuant to the Offer).

If you have a CHESSE Hdding, you authorize us to contact and give instructions directly to your Controlling Participant (including via the CHESSE system). By accepting the Offer you are accepting for all Waratah International (Asia) Limited Shares registered as held by you at the date your acceptance is processed (even if different to the number stated above). You cannot accept the Offer for only part of your holding.

SECURITY HOLDER(S) SIGNATURE(S) This section must be signed for your instructions to be executed.

Individual/Security Holder 1	Individual/Security Holder 2	Individual/Security Holder 3
<input type="text"/>	<input type="text"/>	<input type="text"/>
Sole Director & Company Secretary	Director/Company Secretary	Director

My/Our contact details in case of enquiries are:

NAME

TELEPHONE NUMBER
()

You must complete, sign and return this CHESSE Acceptance Form to one of the addresses shown overleaf BEFORE the Offer closes. Neither Security Transfer Australia Pty Ltd nor Waratah International (Asia) Limited will be responsible for any delays incurred by this process - you must allow sufficient time for Waratah International (Asia) Limited to initiate acceptance of the Offer on your behalf.

REGISTRY DATE STAMP

E & O.E.

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AXZ

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+

HOW TO ACCEPT THE OFFER

Please refer to Section 6.5 of Waratah International (Asia) Limited Bidder's Statement and the definitions in the Bidder's Statement. Terms defined in the Bidder's Statement have the same meanings when used in this form. If you have any queries about how to accept the Offer or about how to complete this Acceptance Form, please contact your financial advisor or the Amex Resources Limited Share Registry on 1300 992 916.

Sold all your Amex Resources Limited Shares? – if you have sold all your Amex Resources Limited Shares, you need not take any further action. We suggest you destroy this form for security reasons.

SIGNING INSTRUCTIONS

Individuals - where the holding is in one name, the registered holder must sign.

Joint holdings - where the holding is in more than one name, all of the securityholders should sign.

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

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

LODGEMENT INSTRUCTIONS

IF YOU HAVE A CHESS HOLDING, THE SIGNED AND COMPLETED FORM SHOULD BE RETURNED TO YOUR BROKER.

If you wish to accept the offer, you must complete this Acceptance Form and it must be mailed, delivered or faxed to the below address:

Security Transfer Australia Pty Ltd
PO BOX 535
Applecross, Western Australia 6953

Street Address:

Alexandrea House, Suite 1
770 Canning Highway
Applecross, Western Australia 6153

Facsimile:

+61 8 9315 2233

Email:

registrar@securitytransfer.com.au

Your acceptance must be received by Security Transfer Australia Pty Ltd no later than 5.00pm WST on the second last day of the Offer Period to effect acceptance of the Offer on CHESS during business hours.

ENQUIRIES

All enquiries should be directed to Amex Resources Limited's share registry:

Security Transfer Australia Pty Ltd

PO Box 535, Applecross WA 6953 AUSTRALIA

770 Canning Highway, Applecross WA 6153 AUSTRALIA

Telephone 1300 992 916

Facsimile +61 8 9315 2233

Email: registrar@securitytransfer.com.au

PRIVACY STATEMENT

Personal information is collected on this form by Security Transfer Australia Pty Ltd as the registrar for securities issuers for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. Your personal details may be disclosed to related bodies corporate, to external service providers such as mail and print providers, or as otherwise required or permitted by law. If you would like details of your personal information held by Security Transfer Australia Pty Ltd or you would like to correct information that is inaccurate please contact them on the address on this form.

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REGISTERED OFFICE:
263 MAIN STREET
ROAD TOWN
TORTOLA
BRITISH VIRGIN ISLANDS

WARATAH INTERNATIONAL (ASIA) LIMITED

(Incorporated in the British Virgin Islands; Company Registration number 1711004)

All Correspondence to:
Security Transfer Australia Pty Ltd
PO Box 535
Applecross WA 6953

T: 1300 992 916 F: +61 8 9315 2233
E: registrar@securitytransfer.com.au
W: www.securitytransfer.com.au


 «Holder_name»
 «Address_line_1»
 «Address_line_2»
 «Address_line_3»
 «Address_line_4»
 «Address_line_5»

Holder Number: «Holder_Number»
 Your total holding of Amex Resources Limited
 Shares as at <insert time and date>: «Securities_1»
 Cash payment to be issued as consideration on the basis of
 \$0.50 for every 1 Amex Share held: «Consideration_____»

Use this form to accept the Waratah International (Asia) Limited Offer to acquire all of your Amex Resources Limited Shares.

If any of the above details are incorrect, please amend them and initial the alterations.

By signing in the box below you accept the Offer from Waratah International (Asia) Limited and subject to the terms of the Offer (as set out in the Bidder's Statement from Waratah International (Asia) Limited <date of Bidder Statement>, as replaced or supplemented) and you acknowledge the effect of your acceptance is as set out in Section 6.6 of Waratah International (Asia) Limited Bidder's Statement (including that you agree to transfer all of your Amex Resources Limited Shares to Waratah International (Asia) Limited in return for the consideration to be provided to you pursuant to the Offer).

SECURITY HOLDER(S) SIGNATURE(S) This section must be signed for your instructions to be executed.

Individual/Security Holder 1	Individual/Security Holder 2	Individual/Security Holder 3
<div style="border: 1px solid black; width: 100%; height: 30px;"></div>	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>
Sole Director & Company Secretary	Director/Company Secretary	Director

Individual/Joint Holding: This form must be signed by all securityholders. **Power of Attorney:** To sign as power of attorney, you must have already lodged it with the registry. Alternatively, attach a certified copy of the power of attorney to this form. **Companies:** This form must be signed in accordance with the company's constitution and the Corporations Act 2001 and attested by two directors (or a director and a secretary) or by a sole director/company secretary. Please indicate the office held by signing in the appropriate space.

My/Our contact details in case of enquiries are:

NAME
 TELEPHONE NUMBER

You must complete, sign and return this Issuer Sponsored Acceptance Form to one of the addresses shown overleaf BEFORE the Offer closes.

Your acceptance must be received by us no later than 5.00 pm WST on the last day of the Offer Period

REGISTRY DATE STAMP

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HOW TO ACCEPT THE OFFER

Please refer to Section 6.5 of Waratah International (Asia) Limited Bidder's Statement and the definitions in the Bidder's Statement. Terms defined in the Bidder's Statement have the same meanings when used in this form. If you have any queries about how to accept the Offer or about how to complete this Acceptance Form, please contact your financial advisor or the Amex Resources Limited Share Registry on 1300 992 916.

Sold all your Amex Resources Limited Shares? – if you have sold all your Amex Resources Limited Shares, you need not take any further action. We suggest you destroy this form for security reasons.

SIGNING INSTRUCTIONS

Individuals - where the holding is in one name, the registered holder must sign.

Joint holdings - where the holding is in more than one name, all of the securityholders should sign.

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

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

LODGEMENT INSTRUCTIONS

If you wish to accept the offer, you must complete this Acceptance Form and it must be mailed, delivered or faxed to the below address:

Security Transfer Australia Pty Ltd
PO BOX 535
Applecross, Western Australia 6953

Street Address:

Alexandrea House, Suite 1
770 Canning Highway
Applecross, Western Australia 6153

Facsimile:

+61 8 9315 2233

Email:

registrar@securitytransfer.com.au

Your acceptance must be received by Security Transfer Australia Pty Ltd no later than 5.00pm WST on the Closing Date.

ENQUIRIES

All enquiries should be directed to Amex Resources Limited's share registry:

Security Transfer Australia Pty Ltd

PO Box 535, Applecross WA 6953 AUSTRALIA

770 Canning Highway, Applecross WA 6153 AUSTRALIA

Telephone 1300 992 916

Facsimile +61 8 9315 2233

Email: registrar@securitytransfer.com.au

PRIVACY STATEMENT

Personal information is collected on this form by Security Transfer Australia Pty Ltd as the registrar for securities issuers for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. Your personal details may be disclosed to related bodies corporate, to external service providers such as mail and print providers, or as otherwise required or permitted by law. If you would like details of your personal information held by Security Transfer Australia Pty Ltd or you would like to correct information that is inaccurate please contact them on the address on this form.

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