

Appendix 1A

ASX Listing Application and Agreement

This form is required by listing rule 1.7 to be used by an entity seeking admission to the +official list as an ASX Listing (for classification as an ASX Debt Listing use Appendix 1B and for classification as an ASX Foreign Exempt Listing use Appendix 1C).

All entity's seeking admission to the +official list as an ASX Listing must also provide to ASX the information and documents referred to in the Information Form and Checklist (ASX Listing) published on the ASX website.

The Appendix 1A and the Information Form and Checklist (ASX Listing) given to ASX become ASX's property and will be made public by way of release on ASX Markets Announcement Platform. Supporting documents may also be made public. This may occur prior to admission of the entity and +quotation of its +securities. If it does, publication does not mean that the entity will be admitted or that its +securities will be quoted.

Name of entity

ABN/ARBN/ARSN

Technology Metals Australia Limited

64 612 531 389

We (the entity named above) apply for admission to the +official list of ASX Limited (ASX) as an ASX Listing and for +quotation of the following +securities:

	Number to be quoted	+Class
+Main class of +securities	25,100,001	Fully Paid Ordinary Shares
Additional +classes of +securities to be quoted (if any) [Do not include +CDIs]		

We agree:

1. Our admission to the +official list and classification as an ASX Listing is in ASX's absolute discretion. ASX may admit us on any conditions it decides. +Quotation of our +securities is in ASX's absolute discretion. ASX may quote our +securities on any conditions it decides. Our removal from the +official list, the suspension or ending of +quotation of our +securities, or a change in the category of our admission is in ASX's absolute discretion. ASX is entitled immediately to suspend +quotation of our +securities or remove us from the +official list if we break this agreement, but the absolute discretion of ASX is not limited.
2. We warrant the following to ASX:
 - The issue of the +securities to be quoted complies with the law and is not for an illegal purpose.

+ See chapter 19 for defined terms.

- The +securities to be quoted comply with listing rule 2.1 and there is no reason why the +securities should not be granted +quotation.
- An offer of the +securities for sale within 12 months after their issue will not require disclosure under section 707(3) or section 1012C(6) of the Corporations Act.

Note: An entity may need to obtain appropriate warranties from subscribers for the securities in order to be able to give this warranty

- Section 724 and section 1016E of the Corporations Act do not apply to any applications received by us in relation to any +securities to be quoted and that no-one has any right to return any +securities to be quoted under sections 601MB(1), 737, 738, 992A, 992AA or 1016F of the Corporations Act at the time that we request that the +securities be quoted.
 - If we are a trust, we warrant that no person has the right to return the +securities to be quoted under section 1019B of the Corporations Act at the time that we request that the +securities be quoted.
3. We will indemnify ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from, or connected with, any breach of the warranties in this agreement.
 4. We give ASX the information and documents required by this form, including the information and documents referred to in the *Information Form and Checklist (ASX Listing)* published on the ASX website. If any information or document is not available now, we will give it to ASX before +quotation of the +securities begins. We acknowledge that ASX is relying on the information and documents. We warrant that they are (or will be) true and complete.
 5. We will comply with the listing rules that are in force from time to time, even if +quotation of our +securities is deferred, suspended or subject to a +trading halt.
 6. The listing rules are to be interpreted:
 - in accordance with their spirit, intention and purpose;
 - by looking beyond form to substance; and
 - in a way that best promotes the principles on which the listing rules are based.
 7. ASX has discretion to take no action in response to a breach of a listing rule. ASX may also waive a listing rule (except one that specifies that ASX will not waive it) either on our application or of its own accord on any conditions. ASX may at any time vary or revoke a decision on our application or of its own accord.
 8. A document given to ASX by an entity, or on its behalf, becomes and remains the property of ASX to deal with as it wishes, including copying, storing in a retrieval system, transmitting to the public, and publishing any part of the document and permitting others to do so. The documents include a document given to ASX in support of the listing application or in compliance with the listing rules.

+ See chapter 19 for defined terms.

9. In any proceedings, a copy or extract of any document or information given to ASX is of equal validity in evidence as the original.
10. Except in the case of an entity established in a jurisdiction whose laws have the effect that the entity's +securities cannot be approved under the operating rules of the +approved CS facility:
- We will satisfy the +technical and performance requirements of the +approved CS facility and meet any other requirements the +approved CS facility imposes in connection with approval of our +securities.
 - When +securities are issued we will enter them in the +approved CS facility's subregister holding of the applicant before they are quoted, if the applicant instructs us on the application form to do so.
 - The +approved CS facility is irrevocably authorised to establish and administer a subregister in respect of the +securities for which +quotation is sought.
11. Except in the case of an entity established in a jurisdiction whose laws have the effect that the entity's +securities cannot be approved under the operating rules of the +approved CS facility, we confirm that either:
- we have given a copy of this application to the +approved CS facility in accordance with the operating rules of the +approved CS facility ; or
- we ask ASX to forward a copy of this application to the +approved CS facility.
12. In the case of an entity established in a jurisdiction whose laws have the effect that the entity's +securities cannot be approved under the operating rules of the +approved CS facility:
- The +approved CS facility is irrevocably authorised to establish and administer a subregister in respect of +CDIs.
 - We will make sure that +CDIs are issued over +securities if the holder of quoted +securities asks for +CDIs.
13. In the case of an entity established in a jurisdiction whose laws have the effect that the entity's +securities cannot be approved under the operating rules of the +approved CS facility:
- we have given a copy of this application to the approved CS facility in accordance with the operating rules of the +approved CS facility; or
- we ask ASX to forward a copy of this application to the +approved CS facility.

+ See chapter 19 for defined terms.

Dated: 18 October 2016

Executed as a deed by **Technology Metals**)
Australia Limited (ACN 612 531 389) in)
accordance with section 127 of the)
Corporations Act:



Director/Company Secretary

SONU CHEEMA

Name of Director/Company Secretary



Director

IAN PRENTICE

Name of Director

You must complete, date and sign this agreement so that it takes effect as a deed. If the entity is an Australian company, the signatures of a director and a director/company secretary will be required. If the entity is an Australian trust, the signatures of a director and a director/company secretary of the responsible entity of the trust will be required. If the entity is established outside Australia, execution will have to comply with requirements for a deed in both the place of establishment of the entity and in Australia. If this agreement is signed under a power of attorney, please attach a copy of the power of attorney.

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⁺ See chapter 19 for defined terms.

Information Form and Checklist

(ASX Listing)

Name of entity

ABN/ARBN/ARSN

Technology Metals Australia Limited

ABN: 64 612 531 389

We (the entity named above) supply the following information and documents to support our application for admission to the official list of ASX Limited (ASX) as an ASX Listing.

Note: the entity warrants in its Appendix 1A ASX Listing Application and Agreement that the information and documents referred to in this Information Form and Checklist are (or will be) true and complete and indemnifies ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from, or connected with, any breach of that warranty.

Any Annexures to this Information Form and Checklist form part of the Information Form and Checklist and are covered by the warranty referred to above.

Terms used in this Information Form and Checklist and in any Annexures have the same meaning as in the ASX Listing Rules.

Part 1 – Key Information

Instructions: please complete each applicable item below. If an item is not applicable, please mark it as “N/A”.

All entities – corporate details¹

Place of incorporation or establishment	Perth, Western Australia
Date of incorporation or establishment	20 th May 2016
Legislation under which incorporated or established	Corporations Act 2001 (Cth)
Address of registered office in place of incorporation or establishment	Level 2,330 Churchill Ave, Subiaco, Western Australia 6008
Main business activity	Refer to Section 2 of the Prospectus – Company Overview
Other exchanges on which the entity is listed	Not applicable
Street address of principal administrative office	Level 2, 330 Churchill Ave, Subiaco, Western Australia 6008
Postal address of principal administrative office	Level 2, 330 Churchill Ave, Subiaco, Western Australia 6008
Telephone number of principal administrative office	Telephone (in Australia): +61 8 6489 1600
E-mail address for investor enquiries	Email: reception@cicerocorporate.com.au
Website URL	Website: www.tmtlimited.com.au

¹ If the entity applying for admission to the official list is a stapled structure, please provide these details for each entity comprising the stapled structure.

All entities – management details²

Full name and title of CEO/managing director	Mr Ian Prentice, Executive Director, Executive Director
Full name and title of chairperson of directors	Mr Michael Fry, Non-Executive Chairman
Full names of all existing directors	Mr Michael Fry, Non-Executive Chairman Mr Ian Prentice, Executive Director Mr Sonu Cheema, Non-Executive Director
Full names of any persons proposed to be appointed as additional or replacement directors	Not Applicable
Full name and title of company secretary	Mr Harpreet Sonu Singh Cheema (Sonu Cheema)

All entities – ASX contact details³

Full name and title of ASX contact(s)	Sonu Cheema (Company Secretary)
Business address of ASX contact(s)	Level,2, 330 Churchill Ave, Subiaco, Western Australia 6008
Business phone number of ASX contact(s)	+61 8 6489 1600
Mobile phone number of ASX contact(s)	+61 (0) 421 125 717
Email address of ASX contact(s)	sonu@cicerocorporate.com.au

All entities – auditor details⁴

Full name of auditor	HLB Mann Judd
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All entities – registry details⁵

Name of securities registry	Security Transfer Registrars Pty Ltd
Address of securities registry	770 Canning Hwy, Applecross, Western Australia 6153
Phone number of securities registry	+61 8 9315 2333
Fax number of securities registry	+61 8 9315 2233

² If the entity applying for admission to the official list is a trust, enter the management details for the responsible entity of the trust.

³ Under Listing Rule 1.1 Condition 12, a listed entity must appoint a person responsible for communication with ASX. You can appoint more than one person to cater for situations where the primary nominated contact is not available.

⁴ In certain cases, ASX may require the applicant to provide information about the qualifications and experience of its auditor for release to the market before quotation commences (see Guidance Note 1 section 2.8).

⁵ If the entity has different registries for different classes of securities, please indicate clearly which registry details apply to which class of securities.

Email address of securities registry	Not applicable
Type of subregisters the entity will operate ⁶	CHESS Sub-register and Issuer Sponsored Sub-register

All entities – key dates

Annual balance date	30 June
Month in which annual meeting is usually held (or intended to be held) ⁷	October
Months in which dividends or distributions are usually paid (or are intended to be paid)	Not Applicable

Trusts – additional details

Name of responsible entity	Not Applicable
Duration of appointment of directors of responsible entity	Not Applicable
Full names of the members of the compliance committee (if any)	Not Applicable

Entities incorporated or established outside Australia – additional details

Name and address of the entity's Australian agent for service of process	Not Applicable
If the entity has or intends to have a certificated subregister for quoted securities, the location of the Australian subregister	Not Applicable
Address of registered office in Australia (if any)	Not Applicable

Entities listed or to be listed on another exchange or exchanges

Name of the other exchange(s) where the entity is or proposes to be listed	Not Applicable
Is the ASX listing intended to be the entity's primary or secondary listing	Not Applicable

⁶ Example: CHESS and issuer sponsored subregisters (see Guidance Note 1 section 3.16).

⁷ May not apply to some trusts.

Part 2 – Checklist Confirming Compliance with Admission Requirements

Instructions: please indicate in the “Location/Confirmation” column for each item below and in any Annexures where the information or document referred to in that item is to be found (eg in the case of information, the specific page reference in the Offer Document where that information is located or, in the case of a document, the folder tab number where that document is located). If the item asks for confirmation of a matter, you may simply enter “Confirmed” in the “Location/Confirmation” column. If an item is not applicable, please mark it as “N/A”.

In this regard, it will greatly assist ASX and speed up its review of the application if the various documents referred to in this Checklist and any Annexures (other than the 25 copies of the applicant’s Offer Document referred to in item 4) are provided in a folder separated by numbered tabs and if the entity’s constitution and copies of all material contracts are provided both in hard copy and in electronic format.

Note that completion of this Checklist and any Annexures is not to be taken to represent that the entity is necessarily in full or substantial compliance with the ASX Listing Rules or that ASX will admit the entity to its official list. Admission to the official list is in ASX’s absolute discretion and ASX may refuse admission without giving any reasons (see Listing Rule 1.19).

A reference in this Checklist and in any Annexures to the “Offer Document” means the listing prospectus, product disclosure statement or information memorandum lodged by the applicant with ASX pursuant to Listing Rule 1.1 Condition 3.

If the applicant lodges a supplementary or replacement prospectus, product disclosure statement or information memorandum with ASX, ASX may require it to update this Checklist and any Annexures by reference to that document.

All entities – key supporting documents

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Item	Location/Confirmation
1. A copy of the entity’s certificate of incorporation, certificate of registration or other evidence of status (including any change of name)	Refer to the entity’s company extract (Annexure 1)
2. A copy of the entity’s constitution (Listing Rule 1.1 Condition 1A) ⁸	Refer to the Constitution. Attached at (Annexure 2) and also provided in electronic format.
3. Either: (a) confirmation that the entity’s constitution includes the provisions of Appendix 15A or Appendix 15B (as applicable); or (b) a completed checklist that the constitution complies with the Listing Rules (Listing Rule 1.1 Condition 2) ⁹	Confirmed.
4. An electronic version and 25 copies of the Offer Document, as lodged with ASIC (Listing Rule 1.1 Condition 3)	25 copies provided, plus an electronic copy.
5. If the entity’s corporate governance statement ¹⁰ is included in its Offer Document, the page reference where it is included. Otherwise, a copy of the entity’s corporate governance statement (Listing Rule 1.1 Condition 13)	Refer to Section 3 (page 30) of the Prospectus (attached at Annexure 3).
6. If the entity will be included in the S & P All Ordinaries Index on admission to the official list, ¹¹ where in its Offer Document does it state that it will have an audit committee (Listing Rule 1.1 Condition 13)	Not anticipated to be applicable.
7. If the entity will be included in the S & P / ASX 300 Index on admission to the official list, ¹² where in its Offer Document does it state that it will comply with the recommendations set by the ASX Corporate Governance Council in relation to composition and operation of the audit committee (Listing Rule 1.1 Condition 13)	Not anticipated to be applicable.

⁸ It will assist ASX if the copy of the constitution is provided both in hard copy and in electronic format.

⁹ An electronic copy of the checklist is available from the ASX Compliance Downloads page on ASX’s website.

¹⁰ The entity’s “corporate governance statement” is the statement disclosing the extent to which the entity will follow, as at the date of its admission to the official list, the recommendations set by the ASX Corporate Governance Council. If the entity does not intend to follow all the recommendations on its admission to the official list, the entity must separately identify each recommendation that will not be followed and state its reasons for not following the recommendation and what (if any) alternative governance practices it intends to adopt in lieu of the recommendation.

¹¹ If the entity is unsure whether they will be included in the S & P All Ordinaries Index on admission to the official list, they should contact ASX or S & P.

¹² If the entity is unsure whether they will be included in the S & P / ASX 300 Index on admission to the official list, they should contact ASX or S & P.

N

Item	Location/Confirmation
8. Original executed agreement with ASX that documents may be given to ASX and authenticated electronically (Listing Rule 1.1 Condition 14) ¹³	Attached at Annexure 4.
9. If the entity's trading policy is included in its Offer Document, the page reference where it is included. Otherwise, a copy of the entity's trading policy (Listing Rule 1.1 Condition 15)	Refer to Section 3.3 (page 32) of the Prospectus and the entity's Securities Trading Policy within the Corporate Governance Plan (attached at Annexure 3).
10. If the entity will be included in the S & P / ASX 300 Index on admission to the official list, ¹⁴ where in its Offer Document does it state that it will have a remuneration committee comprised solely of non-executive directors (Listing Rule 1.1 Condition 16)	Not anticipated to be applicable.
11. For each director or proposed director, ¹⁵ a list of the countries in which they have resided over the past 10 years (Listing Rule 1.1 Condition 17 and Guidance Note 1 section 3.15) ¹⁶	Mr Michael Fry - Australia Mr Ian Prentice - Australia Mr Sonu Cheema - Australia
12. For each director or proposed director who is or has in the past 10 years been a resident of Australia, an original or certified true copy of a national criminal history check obtained from the Australian Federal Police, a State or Territory police service or a broker accredited by CrimTrac which is not more than 12 months old (Listing Rule 1.1 Condition 17 and Guidance Note 1 section 3.15)	To be provided within 5-10 business days and included at Annexure 5.
13. For each director or proposed director who is or has in the past 10 years been a resident of a country other than Australia, an original or certified true copy of an equivalent national criminal history check to that mentioned in item 12 above for each country in which the director has resided over the past 10 years (in English or together with a certified English translation) which is not more than 12 months old or, if such a check is not available in any such country, a statutory declaration from the director confirming that fact and that he or she has not been convicted in that country of: (a) any criminal offence involving fraud, dishonesty, misrepresentation, concealment of material facts or breach of director's duties; or (b) any other criminal offence which at the time carried a maximum term of imprisonment of five years or more (regardless of the period, if any, for which he or she was sentenced), or, if that is not the case, a statement to that effect and a detailed explanation of the circumstances involved (Listing Rule 1.1 Condition 17 and Guidance Note 1 section 3.15)	Not applicable.
14. For each director or proposed director who is or has in the past 10 years been a resident of Australia, an original or certified true copy of a search of the Australian Financial Security Authority National Personal Insolvency Index which is not more than 12 months old (Listing Rule 1.1 Condition 17 and Guidance Note 1 section 3.15)	Attached at Annexure 6.

¹³ An electronic copy of the *ASX Online Agreement* is available from the ASX Compliance Downloads page on ASX's website.

¹⁴ If the entity is unsure whether they will be included in the S & P / ASX 300 Index on admission to the official list, they should contact ASX or S & P.

¹⁵ If the entity applying for admission to the official list is a trust, references in items 11, 12, 13, 14 and 15 to a director or proposed director mean a director or proposed director of the responsible entity of the trust.

¹⁶ The information referred to in items 11, 12, 13, 14 and 15 is required so that ASX can be satisfied that the director or proposed director is of good fame and character under Listing Rule 1 Condition 17.

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Item	Location/Confirmation
<p>15. For each director or proposed director who is or has in the past 10 years been a resident of a country other than Australia, an original or certified true copy of an equivalent national bankruptcy check to that mentioned in item 14 above for each country in which the director has resided over the past 10 years (in English or together with a certified English translation) which is not more than 12 months old or if such a check is not available in any such country, a statutory declaration from the director confirming that fact and that he or she has not been declared a bankrupt or been an insolvent under administration in that country or, if that is not the case, a statement to that effect and a detailed explanation of the circumstances involved (Listing Rule 1.1 Condition 17 and Guidance Note 1 section 3.15)</p>	<p>Not applicable.</p>
<p>16. A statutory declaration from each director or proposed director confirming that:</p> <ul style="list-style-type: none"> (a) the director has not been the subject of any criminal or civil penalty proceedings or other enforcement action by any government agency in which he or she was found to have engaged in behaviour involving fraud, dishonesty, misrepresentation, concealment of material facts or breach of duty; (b) the director has not been refused membership of, or had their membership suspended or cancelled by, any professional body on the ground that he or she has engaged in behaviour involving fraud, dishonesty, misrepresentation, concealment of material facts or breach of duty; (c) the director has not been the subject of any disciplinary action (including any censure, monetary penalty or banning order) by a securities exchange or other authority responsible for regulating securities markets for failure to comply with his or her obligations as a director of a listed entity; (d) no listed entity of which he or she was a director (or, in the case of a listed trust, in respect of which he or she was a director of the responsible entity) at the time of the relevant conduct has been the subject of any disciplinary action (including any censure, monetary penalty, suspension of trading or termination of listing) by a securities exchange or other authority responsible for regulating securities markets for failure to comply with its obligations under the Listing Rules applicable to that entity; and (e) the director is not aware of any pending or threatened investigation or enquiry by a government agency, professional body, securities exchange or other authority responsible for regulating securities markets that could lead to proceedings or action of the type described in (a), (b), (c) or (d) above, <p>or, if the director is not able to give such confirmation, a statement to that effect and a detailed explanation of the circumstances involved (Listing Rule 1.1 Condition 17 and Guidance Note 1 section 3.15)</p>	<p>Attached at Annexure 7.</p>
<p>17. A specimen certificate/holding statement for each class of securities to be quoted or a specimen holding statement for CDIs (as applicable)</p>	<p>Attached at Annexure 8.</p>
<p>18. Payment for the initial listing fee.¹⁷</p>	<p>Payment made 18 October 2016 by electronic funds transfer</p>

¹⁷ See Guidance Notes 15 and 15A for the fees payable on the application. You can also use the ASX online equity listing fees calculator: <http://www.asx.com.au/professionals/cost-listing.htm>. Payment should be made either by cheque made payable to ASX Operations Pty Ltd or by electronic funds transfer to the following account:

Bank: National Australia Bank
 Account Name: ASX Operations Pty Ltd
 BSB: 082 057
 A/C: 494728375
 Swift Code (Overseas Customers): NATAAU3202S

/cont.

N

Item

Location/Confirmation

All entities – capital structure

19. Where in the Offer Document is there a table showing the existing and proposed capital structure of the entity, broken down as follows:
- (a) the number and class of each equity security and each debt security currently on issue; and
 - (b) the number and class of each equity security and each debt security proposed to be issued between the date of this application and the date the entity is admitted to the official list; and
 - (c) the resulting total number of each class of equity security and debt security proposed to be on issue at the date the entity is admitted to the official list; and
 - (d) the number and class of each equity security proposed to be issued following admission in accordance with material contracts or agreements?
- Note: This applies whether the securities are quoted or not. If the entity is proposing to issue a minimum, maximum or oversubscription number of securities, the table should be presented to disclose each scenario.
20. For each class of securities referred to in the table mentioned in item 19, where in the Offer Document does it disclose the terms applicable to those securities?
- Note: This applies whether the securities are quoted or not.
For equity securities (other than options to acquire unissued securities or convertible debt securities), this should state whether they are fully paid or partly paid; if they are partly paid, the amount paid up and the amount owing per security; voting rights; rights to dividends or distributions; and conversion terms (if applicable).
For options to acquire unissued securities, this should state the number outstanding, exercise prices and expiry dates.
For debt securities or convertible debt securities, this should state their nominal or face value; rate of interest; dates of payment of interest; date and terms of redemption; and conversion terms (if applicable).
21. If the entity has granted, or proposes to grant, any rights to any person, or to any class of persons (other than through the holding of securities referred to in the table mentioned in item 19), to participate in an issue of the entity's securities, where in the Offer Document are details of those rights set out?
22. Details of all issues of securities (in all classes) in the last 5 years and the consideration received by the entity for such issues
23. A copy of every prospectus, product disclosure statement or information memorandum issued by the entity in connection with any issue of securities (in all classes) in the last 5 years
24. A copy of any court order in relation to a reorganisation of the entity's capital in the last 5 years
25. Where in the Offer Document does it confirm that the issue/sale price of all securities for which the entity seeks quotation is at least 20 cents in cash (Listing Rule 2.1 Condition 2)?
26. If the entity has or proposes to have any options on issue, where in the Offer Document does it confirm that the exercise price for each underlying security is at least 20 cents in cash (Listing Rule 1.1 Condition 11)?

Refer to Section 1.7 (page 19) of the Prospectus.

Refer to Sections 1.6 and 1.7 (pages 18 and 19).

Refer to Section 6.2 (page 46) and pages 61 and 63 of the Prospectus.

Refer to Sections 1.6 and 1.7 (pages 17 and 18) of the Prospectus.

Not applicable.

Not applicable.

Refer to Section 1.1 (page 17) and Section 1.11 (page 21) of the Prospectus.

Refer to Section 11 (page 63) of the Prospectus.

If payment is made by electronic funds transfer, please email your remittance advice to ar@asx.com.au or fax it to (612) 9227-0553, describing the payment as the "initial listing fee" and including the name of the entity applying for admission, the ASX home branch where the entity has lodged its application (ie Sydney, Melbourne or Perth) and the amount paid.

N

Item	Location/Confirmation
27. If the entity has any partly paid securities and it is not a no liability company, where in the Offer Document does it disclose the entity's call program, including the date and amount of each proposed call and whether it allows for any extension for payment of a call (Listing Rule 2.1 Condition 4)?	Not applicable.
28. If the entity's free float at the time of listing is less than 10%, where in the Offer Document does it outline the entity's plans to increase that percentage to at least 10% and the timeframe over which it intends to do that (Guidance Note 1 sections 3.1 and 3.3)?	Not applicable.
29. If the entity has or proposes to have any debt securities or convertible debt securities on issue, a copy of any trust deed applicable to those securities	Not applicable.
30. Is the entity is proposing to offer any securities by way of a bookbuild? If so, please enter "Confirmed" in the column to the right to indicate that the entity is aware of the disclosure requirements for bookbuilds in the Annexure to Guidance Note 1	No.

All entities – other information and documents

31. Where in the Offer Document is there a description of the history of the entity?	Refer to Sections 2.1 & 2.2 (page 24), and the Letter from Chairman (page 7) of the Prospectus.
32. Where in the Offer Document is there a description of the entity's existing and proposed activities and level of operations?	Refer to Section 1.4 (pages 17), Section 2.3 (page 2.4) & Section 2.5 (page 27) of the Prospectus.
33. Where in the Offer Document is there a description of the key features of the entity's business model (ie how it makes or intends to make a return for investors or otherwise achieve its objectives)?	Refer to Section 2 (pages 24) of the Prospectus.
34. Where in the Offer Document is there a description of the material business risks the entity faces?	Section 5 (page 37) of the Prospectus.
35. If the entity has any child entities, where in the Offer Document is there a list of all child entities stating, in each case, the name, the nature of its business and the entity's percentage holding in it?	Not applicable.
36. If the entity has any investments in associated entities for which it will apply equity accounting, where in the Offer Document is there a list of all associated entities stating, in each case, the name, the nature of its business and the entity's percentage holding in it?	Not applicable.
37. Where in the Offer Document is there a description of the entity's proposed dividend/distribution policy?	Page 10 and Section 6.2 (c) (page 47) of the Prospectus.

N

Item

38. Does the entity have or propose to have a dividend or distribution reinvestment plan?

Location/Confirmation

Although it has no such existing plan, subject to the ASX Listing Rules and the Corporations Act, the entity may, by resolution of its directors, implement a dividend reinvestment plan on such terms and conditions as its directors think fit.

If so, where are the existence and main terms of the plan disclosed in the Offer Document?

Refer to Investment Overview (page 8) and Section 6.2 (page 46) of the Prospectus.

Not applicable.

A copy of the terms of the plan

Not applicable.

39. Does the entity have or propose to have an employee incentive scheme?

No.

If so, where are the existence and main terms of the scheme disclosed in the Offer Document?

Not applicable.

Where in the Offer Document is there a statement as to whether directors¹⁸ are entitled to participate in the scheme and, if they are, the extent to which they currently participate or are proposed to participate?

Not applicable.

A copy of the terms of the scheme

Not applicable.

40. Has the entity entered into any material contracts (including any underwriting agreement relating to the securities to be quoted on ASX)?¹⁹

If so, where are the existence and main terms of those material contracts disclosed in the Offer Document?

Refer to Section 6.1 (page 44) of the Prospectus.

Copies of all of the material contracts referred to in the Offer Document

Attached at Annexure 9.

41. If the following information is included in the Offer Document, the page reference where it is included. Otherwise, either a summary of the material terms of, or a copy of, any employment, service or consultancy agreement the entity or a child entity has entered into with:
- (a) its chief executive officer (or equivalent)
 - (b) any of its directors or proposed directors; or
 - (c) any other person or entity who is a related party of the persons referred to in (a) or (b) above (Listing Rule 3.16.4).

Refer to Section 6.1 (page 44) of the Prospectus

Note: if the entity applying for admission to the official list is a trust, references to a chief executive officer, director or proposed director mean a chief executive officer, director or proposed director of the responsible entity of the trust. However, the entity need not provide a summary of the material terms of, or a copy of, any employment, service or consultancy agreement the responsible entity or a related entity has entered into with any of the persons referred to in (a), (b) or (c) above if the costs associated with the agreement are borne by the responsible entity or the related entity from out of its own funds rather than from out of the trust.

¹⁸ If the entity applying for admission to the official list is a trust, references to a director mean a director of the responsible entity of the trust.

¹⁹ It will assist ASX if the material contracts are provided both in hard copy and in electronic format.

N

Item	Location/Confirmation
42. Please enter "Confirmed" in the column to the right to indicate that the material contracts summarised in the Offer Document include, in addition to those mentioned in item 41, any other material contract(s) the entity or a child entity has entered into with: (a) its chief executive officer (or equivalent) (b) any of its directors or proposed directors; or (c) any other person or entity who is a related party of the persons referred to in (a) or (b) above	Confirmed.
43. Please enter "Confirmed" in the column to the right to indicate that all information that a reasonable person would expect to have a material effect on the price or value of the securities to be quoted is included in or provided with this Information Form and Checklist	Confirmed.
44. A copy of the entity's most recent annual report	Company was incorporated on 20 May 2016 and therefore has not yet been required to prepare an annual report.

Entities that are trusts

45. Evidence that the entity is a registered managed investment scheme (Listing Rule 1.1 Condition 5)	Not applicable.
46. Please enter "Confirmed" in the column to the right to indicate that the responsible entity is not under an obligation to allow a security holder to withdraw from the trust (Listing Rule 1.1 Condition 5)	Not applicable.

Entities applying under the profit test (Listing Rule 1.2)

47. Evidence that the entity is a going concern or the successor of a going concern (Listing Rule 1.2.1)	Not applicable.
48. Evidence that the entity has been in the same main business activity for the last 3 full financial years (Listing Rule 1.2.2)	Not applicable.
49. Audited accounts for the last 3 full financial years and audit reports (Listing Rule 1.2.3(a))	Not applicable.
50. If last financial year ended more than 8 months before the date of this application, accounts for the last half year (or longer period if available) and audit report or review (Listing Rule 1.2.3(b))	Not applicable.
51. A pro forma statement of financial position and review (Listing Rule 1.2.3(c)) ²⁰	Not applicable.
52. Evidence that the entity's aggregated profit from continuing operations for the last 3 full financial years has been at least \$1 million (Listing Rule 1.2.4)	Not applicable.
53. Evidence that the entity's profit from continuing operations in the past 12 months to a date no more than 2 months before the date of this application has exceeded \$400,000 (Listing Rule 1.2.5)	Not applicable.

²⁰ Note: the review must be conducted by a registered company auditor (or if the entity is a foreign entity, an overseas equivalent of a registered company auditor) or independent accountant.

N

Item

Location/Confirmation

54. A statement from all directors²¹ confirming that they have made enquiries and nothing has come to their attention to suggest that the entity is not continuing to earn profit from continuing operations up to the date of the application (Listing Rule 1.2.5A)

Not applicable.

Entities applying under the assets test (Listing Rule 1.3)

55. Evidence that the entity:

- (a) has, if the entity that is not an investment entity, net tangible assets of at least \$3 million (after deducting the costs of fund raising) or a market capitalisation of at least \$10 million; or
- (b) has, if the entity that is an investment entity other than pooled development fund, net tangible assets of at least \$15 million; or
- (c) is a pooled development fund with net tangible assets of at least \$2 million (Listing Rule 1.3.1 and 1.3.1A)

Refer to Section 4 "Independent Accountant's Report" (page 36) of the Prospectus.

56. Evidence that:

- (a) at least half of the entity's total tangible assets (after raising any funds) is not cash or in a form readily convertible to cash;²² or
- (b) there are commitments to spend at least half of the entity's cash and assets in a form readily convertible to cash (Listing Rule 1.3.2)

Refer to Section 4 "Independent Accountant's Report" (page 36) of the Prospectus.

57. Is there a statement in the Offer Document that there is enough working capital to carry out the entity's stated objectives.

If so, where is it?

If not, attach a statement by an independent expert confirming that the entity has enough working capital to carry out its stated objectives (Listing Rule 1.3.3(a))?

Refer to Section 1.6 (page 18) of the Prospectus.

58. Evidence that the entity's working capital is at least \$1.5 million or, if it is not, that it would be at least \$1.5 million if the entity's budgeted revenue for the first full financial year that ends after listing was included in the working capital (Listing Rule 1.3.3(b))?²³

Refer to Section 4 "Independent Accountant's Report" (page 36) of the Prospectus.

59. Accounts for the last 3 full financial years (or shorter period if ASX agrees) and the audit report or review or a statement that the accounts are not audited or not reviewed (Listing Rule 1.3.5(a) first bullet point)

Attached at Annexure 12.

60. If last financial year ended more than 8 months before the date of this application, accounts for the last half year (or longer period if available) and the audit report or review or a statement that the half year accounts not audited or not reviewed (Listing Rule 1.3.5(a) second bullet point)

Not applicable.

61. A pro forma statement of financial position and review (Listing Rule 1.3.5(c))²⁴

Refer to Section 4 "Independent Accountant's Report" (page 36) of the Prospectus.

²¹ If the entity applying for admission to the official list is a trust, the statement should come from all directors of the responsible entity of the trust.

²² In deciding if an entity's total tangible assets are in a form readily convertible to cash, ASX would normally not treat inventories or receivables as readily convertible to cash.

²³ For mining exploration entities and oil and gas exploration entities, the amount must be available after allowing for the first full financial year's budgeted administration costs and the cost of acquiring plant, equipment, mining tenements and/or petroleum tenements. The cost of acquiring mining tenements and/or petroleum tenements includes the cost of acquiring and exercising an option over them.

²⁴ Note: the review must be conducted by a registered company auditor (or if the entity is a foreign entity, an overseas equivalent of a registered company auditor) or independent accountant.

N

Item

Location/Confirmation

Entities with restricted securities

62. A statement setting out a list of any person (either on their own or together with associates) who has held a relevant interest in at least 10% of the entity's voting securities at any time in the 12 months before the date of this application	Not applicable.
63. A completed ASX Restricted Securities Table ²⁵	To be provided.
64. Copies of all restriction agreements (Appendix 9A) entered into in relation to restricted securities ²⁶	To be provided following consultation with ASX.
65. Copies of all undertakings issued by any bank, recognised trustee or the provider of registry services to the entity in relation to such restriction agreements	Not applicable.

Entities (other than mining exploration entities and oil and gas exploration entities) with classified assets²⁷

66. Within the 2 years preceding the date of the entity's application for admission to the official list, has the entity acquired, or entered into an agreement to acquire, a classified asset? If so, where in the Offer Document does it disclose: <ul style="list-style-type: none">• the date of the acquisition or agreement;• full details of the classified asset, including any title particulars;• the name of the vendor;• if the vendor was not the beneficial owner of the classified asset at the date of the acquisition or agreement, the name of the beneficial owner(s);• details of the relationship between the vendor (or, if the vendor was not the beneficial owner of the tenement at the date of the acquisition or agreement, between the beneficial owner(s)) and the entity or any related party or promoter of the entity; and• details of the purchase price paid or payable and all other consideration (whether legally enforceable or not) passing directly or indirectly to the vendor.	
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²⁵ An electronic copy of the ASX Restricted Securities Table is available from the ASX Compliance Downloads page on ASX's website.

²⁶ Note: ASX will advise which restricted securities are required to be escrowed under Listing Rule 9.1.3 as part of the admission and quotation decision. If properly completed restriction agreements and related undertakings have not been provided for all such securities advised by ASX, that will need to be rectified prior to admission occurring and quotation commencing.

²⁷ A "classified asset" is defined in Listing Rule 19.12 as:

- (a) an interest in a mining exploration area or oil and gas exploration area or similar tenement or interest;
- (b) an interest in intangible property that is substantially speculative or unproven, or has not been profitably exploited for at least three years, and which entitles the entity to develop, manufacture, market or distribute the property;
- (c) an interest in an asset which, in ASX's opinion, cannot readily be valued; or
- (d) an interest in an entity the substantial proportion of whose assets (held directly, or through a controlled entity) is property of the type referred to in paragraphs (a), (b) and (c) above.

N

Item

Location/Confirmation

Is the vendor (or, if the vendor was not the beneficial owner of the classified asset at the date of the acquisition or agreement, is any of the beneficial owner(s)) a related party or promoter of the entity?

If so, please enter "Confirmed" in the column to the right to indicate that the consideration paid by the entity for the classified asset was solely restricted securities, save to the extent it involved the reimbursement of expenditure incurred in developing the classified asset²⁸ or the entity was not required to apply the restrictions in Appendix 9B under Listing Rule 9.1.3 (Listing Rule 1.1 Condition 10)

Please also provide a copy of the agreement(s) relating to the acquisition entered into by the entity and any expert's report or valuation obtained by the entity in relation to the acquisition

Mining entities

67. A completed Appendix 1A Information Form and Checklist Annexure I (Mining Entities)²⁹

Annexure 11

Oil and gas entities

68. A completed Appendix 1A Information Form and Checklist Annexure II (Oil and Gas Entities)³⁰

Not applicable.

Entities incorporated or established outside of Australia

69. A completed Appendix 1A Information Form and Checklist Annexure III (Foreign Entities)³¹

Not applicable.

Externally managed entities

70. A completed Appendix 1A Information Form and Checklist Annexure IV (Externally Managed Entities)³²

Not applicable.

Stapled entities

71. A completed Appendix 1A Information Form and Checklist Annexure V (Stapled Entities)³³

Not applicable.

Further documents to be provided before admission to the official list

Please note that in addition to the information and documents mentioned above, all entities will be required to provide the following before their admission to the official list and the quotation of their securities commences:

- A statement setting out the names of the 20 largest holders in each class of securities to be quoted, and the number and percentage of each class of securities held by those holders;
- A distribution schedule of each class of equity securities to be quoted, setting out the number of holders in the categories:
 - 1 - 1,000
 - 1,001 - 5,000

²⁸ ASX may require evidence to support expenditure claims.

²⁹ An electronic copy of this Appendix is available from the ASX Compliance Downloads page on ASX's website.

³⁰ An electronic copy of this Appendix is available from the ASX Compliance Downloads page on ASX's website.

³¹ An electronic copy of this Appendix is available from the ASX Compliance Downloads page on ASX's website.

³² An electronic copy of this Appendix is available from the ASX Compliance Downloads page on ASX's website.

³³ An electronic copy of this Appendix is available from the ASX Compliance Downloads page on ASX's website.

- 5,001 - 10,000
 - 10,001 - 100,000
 - 100,001 and over
-
- The number of holders of a parcel of securities (excluding restricted securities) with a value of more than \$2,000, based on the issue/sale price;
 - Any outstanding restriction agreements (Appendix 9A) and related undertakings;³⁴ and
 - Any other information that ASX may require under Listing Rule 1.17.³⁵

³⁴ See note 26 above.

³⁵ Among other things, this may include evidence to verify that an entity has met Listing Rule 1 Condition 7 and achieved minimum spread without using artificial means (see Guidance Note 1 section 3.6).

Information Form and Checklist

Annexure I (Mining Entities)

Name of entity

ABN/ARBN/ARSN

Technology Metals Australia Limited

ABN: 64 612 531 389

This Annexure forms part of the Information Form and Checklist supplied by the entity named above to support its application for admission to the official list of ASX Limited (ASX) as an ASX Listing.

A reference in this Annexure to JORC means the Australasian Code for Reporting Exploration Results, Mineral Resources and Ore Resources - 2012 Edition, a copy of which is included in Annexure 5A of the Listing Rules. Terms used in this Annexure which are defined in JORC (including, without limitation, 'exploration target', 'exploration results', 'mineral resource', 'ore reserve' and 'competent person') have the same meaning as in JORC.

Nº Item

Location/Confirmation

General requirements

Complete this section if the Offer Document includes any reference to an exploration target, exploration results or estimates of mineral resources or ore reserves.

1. Where in the Offer Document does it state that the exploration target, exploration results or estimates of mineral resources or ore reserves (as the case may be) have been prepared and reported in accordance with JORC (Listing Rule 5.6)?¹

Refer Section 8 (Independent Geologists Report, at page 2) of the Prospectus.

2. Where in the Offer Document does it state:
 - that the exploration target, exploration results or estimates of mineral resources or ore reserves (as the case may be) are based on, and fairly represent, information and supporting documentation prepared by a named competent person² or persons (Listing Rule 5.22(a) for material mining projects and JORC clause 9 for all other projects);
 - whether the competent person is an employee of the mining entity or a related party and, if not, the name of the competent person's employer (Listing Rule 5.22(b) for material mining projects and JORC clause 9 for all other projects)?
 - the name of the professional organisation of which the competent person is a member (Listing Rule 5.22(c) for material mining projects and JORC clauses 9 and 11 for all other projects); and
 - that the competent person has given his or her prior written consent as to the form and context in which the exploration target, exploration results or estimates of mineral resources or ore reserves (as the case may be) and the supporting information are presented in the Offer Document (Listing Rule 5.22 for material mining projects and JORC clause 9 for all other projects)?

Refer Section 8 (Independent Geologists Report) of the Prospectus.

¹ The Offer Document must use terminology consistent with the terms in Figure 1 of JORC. Terms such as 'mining inventory' or 'mineable resource' are not allowed.

² JORC clause 11 defines a 'competent person' as a minerals industry professional who is a Member or Fellow of The Australasian Institute of Mining and Metallurgy, or of the Australian Institute of Geoscientists, or of a 'Recognised Professional Organisation', as included in a list available on the JORC and ASX websites. The person must have a minimum of five years relevant experience in the style of mineralisation or type of deposit under consideration and in the activity which that person is undertaking. If the competent person is preparing documentation on exploration results, the relevant experience must be in exploration. If the competent person is estimating, or supervising the estimation of mineral resources, the relevant experience must be in the estimation, assessment and evaluation of mineral resources. If the competent person is estimating, or supervising the estimation of ore reserves, the relevant experience must be in the estimation, assessment, evaluation and economic extraction of ore reserves.

Nº Item	Location/Confirmation
<p>3. Please enter "Confirmed" in the column to the right to indicate that the Offer Document discloses any potential conflict of interest any of the named competent persons may have and, if it does, indicate where in the Offer Document that disclosure has been made (JORC clause 9)?</p>	<p>Not applicable.</p>
<p>4. Is there an Independent Geologist's Report included in the Offer Document?</p> <p>If so, where does it state that any exploration target, exploration results or estimates of mineral resources or ore reserves (as the case may be):</p> <ul style="list-style-type: none"> • are based on, and fairly represent, information and supporting documentation prepared by a named competent person or persons; • the name of the professional organisation of which the competent person is a member; and • that the competent person has given his or her prior written consent as to the form and context in which the exploration target, exploration results or estimates of mineral resources or ore reserves (as the case may be) and the supporting information are presented in the report (Listing Rule 5.22 for material mining projects and JORC clause 9 for all other projects)? 	<p>Refer Section 8 (Independent Geologists Report, at pages 15 and 16) of the Prospectus.</p>
<p>Is the Independent Geologist's Report either a technical assessment report, valuation report, or fairness and reasonableness report prepared in accordance with the Valmin Code?</p> <p>If so, where does it state in the report the declarations required by clauses 46, 47 and 48 of the Valmin Code?</p>	<p>Refer Section 8 (Independent Geologists Report, at page 2) of the Prospectus.</p>
<p>5. Does the Offer Document include a "metal equivalents" calculation?</p> <p>If so, where does the Offer Document include the following information required under JORC clause 50:</p> <ul style="list-style-type: none"> • individual grades for all metals included in the metal equivalent calculation; • except where the information is commercially sensitive, the assumed commodity prices for all metals;³ • assumed metallurgical recoveries for all metals and a discussion of the basis on which the assumed recoveries are derived (metallurgical test work, detailed mineralogy, similar deposits, etc);⁴ • a clear statement that it is the entity's opinion that all the elements included in the metal equivalents calculation have a reasonable potential to be recovered and sold; and • the calculation formula used? 	<p>Not applicable.</p>
<p>6. Please enter "Confirmed" in the column to the right to indicate that the Offer Document does not include any reference to "in situ" or "in ground" values (JORC clause 51).</p>	<p>Confirmed.</p>

³ Actual assumed prices should be disclosed. It is not sufficient to refer to a "spot price", without disclosing the actual price in question. Where the actual assumed prices used are said to be commercially sensitive, the entity must disclose sufficient information, perhaps in narrative rather than numerical form, for investors to understand the methodology it has used to determine these prices.

⁴ Estimates of metallurgical recoveries for each metal must be used to calculate meaningful metal equivalents. Reporting on the basis of metal equivalents is not appropriate if metallurgical recovery information is not available or able to be estimated with reasonable confidence.

Exploration targets

Complete this section if the Offer Document includes any reference to an exploration target.

- | | |
|---|-----------------|
| 7. Where in the Offer Document does it disclose a detailed explanation of the basis for the exploration target, including whether the target is based on actual exploration results or on proposed exploration programmes and a specific description of the level of exploration activity already completed (JORC clause 17)? | Not applicable. |
| 8. Where in the Offer Document does it state the proposed exploration activities designed to test the validity of the exploration target and the timeframe within which those activities are expected to be completed (JORC clause 17)? | Not applicable. |
| 9. Where in the Offer Document does it include the required statement by a named competent person taking responsibility for the form and context in which the exploration target appears (JORC clause 17)? | Not applicable. |
| 10. Where in the Offer Document does it include the required clarification statement that the potential quantity and grade is conceptual in nature, that there has been insufficient exploration to estimate a mineral resource and that it is uncertain if further exploration will result in the estimation of a mineral resource (JORC clause 17)? ⁵ | Not applicable. |
| 11. Please enter "Confirmed" in the column to the right to indicate that the following JORC requirements have been satisfied: <ul style="list-style-type: none"> • information relating to the exploration target has been expressed so that it cannot be misrepresented or misconstrued as an estimate of a mineral resource or ore reserve and the terms "resource" and "reserve" have not been used in this context (JORC clause 17); • the exploration target is expressed as a tonnage and grade range and as an approximation only (JORC clause 17); • the Offer Document includes a description of the process used to determine the grade and tonnage ranges used to describe the exploration target (JORC clause 17); • there are no "headline statements" in the Offer Document referring to the exploration target (JORC clause 17); and • the exploration target does not include a "metal equivalent" estimate or calculation (JORC clause 50). | Not applicable. |

Exploration results

Complete this section if the Offer Document includes any reference to exploration results

- | | |
|---|--|
| 12. Where in the Offer Document is the separate report in relation to each of the criteria in sections 1 and 2 of JORC Table 1 (Listing Rule 5.7.1)? ⁶ | Refer Section 8 (Independent Geologists Report) of the Prospectus and to the Company's pre-quotations disclosure dated 19 December 2016. |
|---|--|

⁵ Note that the clarification statement must be within the same paragraph as the first reference to the exploration target in the Offer Document.

⁶ If an entity that determines that any of the criteria is not material to understanding the exploration results, the entity must identify the criteria and explain why it has determined that it is not material to that understanding.

Nº Item	Location/Confirmation
<p>13. Where in the Offer Document is the separate table setting out the following information for material drill-holes (unless the entity determines that the information is not material):⁷</p> <ul style="list-style-type: none"> • easting and northing of the drill-hole collar; • elevation or RL of the drill-hole collar; • dip and azimuth of the hole; • down hole width and depth; and • end of hole (Listing Rule 5.7.2). 	<p>Refer Section 8 (Independent Geologists Report, at pages 10 to 14) of the Prospectus and to the Company's pre-quotations disclosure dated 19 December 2016.</p>
<p>14. Please enter "Confirmed" in the column to the right to indicate that the following JORC requirements have been satisfied:</p> <ul style="list-style-type: none"> • if the exploration results relate to mineralisation not classified as a mineral resource or ore reserve, then estimates of tonnages and average grade have not been assigned to the mineralisation except as an exploration target in accordance with JORC clause 17 (JORC clause 18); • if true widths of mineralisation are not reported, an appropriate qualification has been included in the Offer Document (JORC clause 19); • clear diagrams and maps designed to represent the geological context have been included in the Offer Document which include a plan view of drill hole collar locations and appropriate sectional views (JORC clause 19); • there has been no selected disclosure of information such as isolated assays, isolated drill holes, assays of panned concentrates or supergene enriched soils or surface samples, without placing them in perspective (JORC clause 19); • if the Offer Document includes exploration results based on rock chip or grab sampling, the location (represented as a table, diagram or map), total number and assay results for the sampling have been included for each sample so as to ensure samples are representative and not selectively reported (JORC clause 19 and JORC Table 1); and • if the Offer Document reports visual results in the absence of assays, it does not include any reference to the grade or economic potential of the mineralisation (Example D in Annexure A of Guidance Note 8). 	<p>Confirmed.</p>

Mineral resources

Complete this section if the Offer Document includes any reference to an estimate of mineral resources.

<p>15. Where in the Offer Document does the competent person explicitly discuss the basis for the reasonable prospects for eventual economic extraction of the mineral resource (JORC clause 20)?</p>	<p>Not applicable.</p>
<p>16. Where in the Offer Document does the competent person explicitly discuss the technical and economic support for the cut-off assumption applied (JORC clause 20)?</p>	<p>Not applicable.</p>
<p>17. Where in the Offer Document does it disclose the relevant geology and geological interpretation (Listing Rule 5.8.1 first bullet point)?⁸</p>	<p>Not applicable.</p>

⁷ An entity that determines that a drill-hole table setting out the information described above is not material, is not required to attach the table to the Offer Document but must explain why it has determined that the table is not material to understanding the exploration results.

⁸ Note that this information should be disclosed independently from the separate report in relation to each of the criteria in sections 1, 2 and 3 (and 5 if appropriate) of JORC Table 1 required under Listing Rule 5.8.2 mentioned in item 25 below.

Nº Item	Location/Confirmation
18. Where in the Offer Document does it disclose the entity's sampling and sub-sampling techniques (Listing Rule 5.8.1 second bullet point)? ⁹	Not applicable.
19. Where in the Offer Document does it disclose the entity's drilling techniques (Listing Rule 5.8.1 third bullet point)? ¹⁰	Not applicable.
20. Where in the Offer Document does it disclose the criteria used for classification, including drill and data spacing and distribution – this includes separately identifying the drill spacing used to classify each category of mineral resources (inferred, indicated and measured) where estimates for more than one category of mineral resource are reported (Listing Rule 5.8.1 fourth bullet point)? ¹¹	Not applicable.
21. Where in the Offer Document does it disclose the entity's sample analysis method (Listing Rule 5.8.1 fifth bullet point)? ¹²	Not applicable.
22. Where in the Offer Document does it disclose the entity's estimation methodology (Listing Rule 5.8.1 sixth bullet point)? ¹³	Not applicable.
23. Where in the Offer Document does it disclose the entity's cut-off grade(s), including the basis for the selected cut-off grade(s) (Listing Rule 5.8.1 seventh bullet point)? ¹⁴	Not applicable.
24. Where in the Offer Document does it disclose mining and metallurgical methods and parameters, and other material modifying factors considered to date (Listing Rule 5.8.1 eighth bullet point)? ¹⁵	Not applicable.
25. Where in the Offer Document is the separate report in relation to each of the criteria in sections 1, 2 and 3 (and 5 if appropriate) of JORC Table 1 (Listing Rule 5.8.2)? ¹⁶	Not applicable.

⁹ Note that this information should be disclosed independently from the separate report in relation to each of the criteria in sections 1, 2 and 3 (and 5 if appropriate) of JORC Table 1 required under Listing Rule 5.8.2 mentioned in item 25 below.

¹⁰ Note that this information should be disclosed independently from the separate report in relation to each of the criteria in sections 1, 2 and 3 (and 5 if appropriate) of JORC Table 1 required under Listing Rule 5.8.2 mentioned in item 25 below.

¹¹ Note that this information should be disclosed independently from the separate report in relation to each of the criteria in sections 1, 2 and 3 (and 5 if appropriate) of JORC Table 1 required under Listing Rule 5.8.2 mentioned in item 25 below.

¹² Note that this information should be disclosed independently from the separate report in relation to each of the criteria in sections 1, 2 and 3 (and 5 if appropriate) of JORC Table 1 required under Listing Rule 5.8.2 mentioned in item 25 below.

¹³ Note that this information should be disclosed independently from the separate report in relation to each of the criteria in sections 1, 2 and 3 (and 5 if appropriate) of JORC Table 1 required under Listing Rule 5.8.2 mentioned in item 25 below.

¹⁴ Note that this information should be disclosed independently from the separate report in relation to each of the criteria in sections 1, 2 and 3 (and 5 if appropriate) of JORC Table 1 required under Listing Rule 5.8.2 mentioned in item 25 below.

¹⁵ Note that this information should be disclosed independently from the separate report in relation to each of the criteria in sections 1, 2 and 3 (and 5 if appropriate) of JORC Table 1 required under Listing Rule 5.8.2 mentioned in item 25 below.

¹⁶ If an entity that determines that any of the criteria is not material to understanding the estimate of mineral resources, the entity must identify the criteria and explain why it has determined that it is not material to that understanding.

Nº Item	Location/Confirmation
<p>26. Please enter “Confirmed” in the column to the right to indicate that the following JORC requirements have been satisfied:</p> <ul style="list-style-type: none"> • the mineral resource estimate has been appropriately classified according to increasing geological confidence (ie inferred, indicated or measured – JORC clause 20-24); • if an estimation of an inferred mineral resource is presented on the basis of extrapolation beyond the nominal sampling spacing and taking into account the style of mineralisation, the report contains sufficient information to inform the reader of: <ul style="list-style-type: none"> • the maximum distance that the resource is extrapolated beyond the sample points; • the proportion of the resource that is based on extrapolated data; • the basis on which the resource is extrapolated to these limits; and • a diagrammatic representation of the inferred mineral resource showing clearly the extrapolated part of the estimated resource (JORC clause 21); • the mineral resource estimate has been rounded off to appropriately significant figures, is referred to as an estimate not as a calculation and, in the case of inferred mineral resources, is qualified by the term ‘approximately’ (JORC clause 25); • where contained metal or mineral content has been reported, corresponding tonnages and grade have also been reported (JORC clause 26); • inferred, indicated or measured resources have not been reported as a combined estimate unless details for the individual categories have also been provided (JORC clause 26); and • resource estimates have not been aggregated with reserve estimates to report a single combined figure (JORC clause 26). 	<p>Not applicable.</p>

Ore reserves

Complete this section if the Offer Document includes any reference to an estimate of ore reserves.

<p>27. Where in the Offer Document does it disclose the material assumptions and the outcomes from any pre-feasibility study (PFS) or feasibility study (FS), as the case may be, defining the ore reserves (Listing Rule 5.9.1 first bullet point)?¹⁷</p>	<p>Not applicable.</p>
<p>28. Where in the Offer Document does it disclose the criteria used for classification, including the classification of the mineral resources on which the ore reserves are based and the confidence in the modifying factors applied (Listing Rule 5.9.1 second bullet point)?</p>	<p>Not applicable.</p>
<p>29. Where in the Offer Document does it disclose the mining method selected and other mining assumptions, including mining recovery factors and mining dilution factors (Listing Rule 5.9.1 third bullet point)?</p>	<p>Not applicable.</p>
<p>30. Where in the Offer Document does it disclose the processing method selected and other processing assumptions, including the recovery factors applied and the allowances made for deleterious elements (Listing Rule 5.9.1 fourth bullet point)?</p>	<p>Not applicable.</p>

¹⁷ If the economic assumptions are commercially sensitive to the entity, an explanation of the methodology used to determine the assumptions rather than the actual figure can be reported.

Note that the requirements for a study at the pre-feasibility or feasibility level to be completed in order to declare an ore reserve in clause 29 of the JORC Code 2012 and Listing Rule 5.9.1 do not come into effect until 1 December 2014.

Nº Item	Location/Confirmation
31. Where in the Offer Document does it disclose the basis of the cut-off grade(s) or quality parameters applied (Listing Rule 5.9.1 fifth bullet point)?	Not applicable.
32. Where in the Offer Document does it disclose estimation methodology (Listing Rule 5.9.1 sixth bullet point)?	Not applicable.
33. Where in the Offer Document does it disclose material modifying factors, including the status of environmental approvals, mining tenements and approvals, other governmental factors and infrastructure requirements for the selected mining methods and for transportation to market (Listing Rule 5.9.1 seventh bullet point)?	Not applicable.
34. Where in the Offer Document is the separate report in relation to each of the criteria in sections 1, 2, 3 and 4 (and 5 if appropriate) of JORC Table 1 (Listing Rule 5.9.2)? ¹⁸	Not applicable.
35. Please enter "Confirmed" in the column to the right to indicate that the following JORC requirements have been satisfied: <ul style="list-style-type: none"> • the reserve estimate has been appropriately classified according to increasing geological confidence (ie probable or proved – JORC clause 29-32); • the reserve estimate has been rounded off to appropriately significant figures (JORC clause 33); • where present metal or mineral content has been reported, corresponding tonnages and grade have also been reported (JORC clause 34); • proved and probable reserves have not been reported as a combined estimate unless details for the individual categories have also been provided (JORC clause 34); • reserve estimates have not been aggregated with resource estimates to report a single combined figure (JORC clause 36); and • where figures for both resources and reserves are reported, a statement has been included in the Offer Document which clearly indicates whether the resources are inclusive of, or additional to, the reserves (JORC clause 36). 	Not applicable.

Production targets or financial information derived from production targets

Complete this section if the Offer Document includes any reference to a production target or financial information derived from a production target (such as forecast revenues, forecast costs of production, forecast capex, a net present value, internal rate of return or payback period).

36. Where in the Offer Document does it disclose the material assumptions on which the production target is based (Listing Rule 5.16.1)?	Not applicable.
37. Where in the Offer Document does it state that the reserves or resources underpinning the production target have been prepared by a competent person in accordance with the JORC Code (Listing Rule 5.16.2)? ¹⁹	Not applicable.

¹⁸ If an entity that determines that any of the criteria is not material to understanding the estimate of ore reserves, the entity must identify the criteria and explain why it has determined that it is not material to that understanding.

¹⁹ Note that disclosing a production target that is based solely on an exploration target or solely on a combination of inferred mineral resources and an exploration target is prohibited (Listing Rule 15.5(a)), as is disclosing a production target based solely or partly on historical estimates or foreign estimates (other than qualifying foreign estimates) of mineralisation (Listing Rule 15.5(b)). A production target that is based solely on an inferred mineral resource must comply with Listing Rule 5.16.6.

Nº Item	Location/Confirmation
<p>38. Where in the Offer Document does it state the relevant proportions of ore reserves, mineral resources, exploration target and qualifying foreign estimates underpinning the production target (Listing Rule 5.16.3)?</p>	<p>Not applicable.</p>
<p>39. Is a proportion of the production target based on an inferred mineral resource?</p> <p>If so, please indicate where in the Offer Document the required cautionary statement has been included stating that:²⁰</p> <p><i>“There is a low level of geological confidence associated with inferred mineral resources and there is no certainty that further exploration work will result in the determination of indicated mineral resources or that the production target itself will be realised”</i> (Listing Rule 5.16.4)?</p>	<p>Not applicable.</p>
<p>40. Is a proportion of the production target based on an exploration target?</p> <p>If so, where in the Offer Document does it include a statement of the factors that lead the entity to believe that it has a reasonable basis for reporting the production target in that context (Listing Rule 5.16.5 and section 8 of Guidance Note 31 <i>Reporting on Mining Activities</i>)?</p>	<p>Not applicable.</p>
<p>Please also indicate where in the Offer Document the required cautionary statement has been included stating that:²¹</p> <p><i>“The potential quantity and grade of an exploration target is conceptual in nature, there has been insufficient exploration to determine a mineral resource and there is no certainty that further exploration work will result in the determination of mineral resources or that the production target itself will be realised.”</i> (Listing Rule 5.16.5 and section 8 of Guidance Note 31 <i>Reporting on Mining Activities</i>)?</p>	<p>Not applicable.</p>
<p>41. Is the Production Target based solely on an inferred mineral resource?</p> <p>If so, where in the Offer Document does it include a statement of the factors that lead the entity to believe that it has a reasonable basis for reporting the production target based solely on inferred mineral resources (Listing Rule 5.16.6 and section 8 of Guidance Note 31 <i>Reporting on Mining Activities</i>)?</p>	<p>Not applicable.</p>
<p>Please indicate where in the Offer Document it states the level of confidence with which the inferred mineral resources are estimated and the basis for that level of confidence (Listing Rule 5.16.6)</p>	<p>Not applicable.</p>
<p>Please also indicate where in the Offer Document the required cautionary statement has been included stating that:²²</p> <p><i>“There is a low level of geological confidence associated with inferred mineral resources and there is no certainty that further exploration work will result in the determination of indicated mineral resources or that the production target itself will be realised. The stated production target is based on the company’s current expectations of future results or events and should not be solely relied upon by investors when making investment decisions. Further evaluation work and appropriate studies are required to establish sufficient confidence that this target will be met.”</i> (Listing Rule 5.16.6)</p>	<p>Not applicable.</p>

²⁰ Note that the cautionary statement must be proximate to, and have equal prominence as, the reported production target.

²¹ Note again that the cautionary statement must be proximate to, and have equal prominence as, the reported production target.

²² Note again that the cautionary statement must be proximate to, and have equal prominence as, the reported production target.

Nº Item	Location/Confirmation
<p>And provide a copy of the technical report required under Listing Rule 5.16.6 to support the production target with a sufficient level of confidence and which has been prepared by, or under the supervision of, a named independent competent person or persons and includes the information referred to in Listing Rules 5.22(b) and (c)</p>	Not applicable.
<p>42. Is a proportion of the production target based on qualifying foreign estimates that have not been verified and reported as mineral resources or ore reserves in accordance with the JORC Code after 3 years from the date the qualifying foreign estimates were initially reported? If so, where in the Offer Document is the statement and explanation referred to in Listing Rule 5.14.2 (Listing Rule 5.16.7)?</p>	Not applicable.
<p>43. Does the Offer Document include forecast financial information derived from a production target relating to:</p> <ul style="list-style-type: none"> • the mineral resources and ore reserves holdings of the entity (an entity level production target); or • a material mining project of the entity (or two or more mining projects which together are material to the entity)? 	Not applicable.
<p>If so, where in the Offer Document does it include all material assumptions on which the forecast financial information is based (Listing Rule 5.17.1)?²³</p>	Not applicable.
<p>Where in the Offer Document does it state the production target from which the forecast financial information is derived, including all the information contained in Listing Rule 5.16 (Listing Rule 5.17.2)</p>	Not applicable.
<p>If a significant proportion of the production target is based on an exploration target, where in the Offer Document does it state the implications for the forecast financial information of not including the exploration target in the production target (Listing Rule 5.17.3)</p>	Not applicable.
<p>Scoping studies²⁴</p>	
<p><i>Complete this section if the Offer Document includes any reference to a scoping study.</i></p>	
<p>44. Is the scoping study partially supported by an inferred mineral resource and/or exploration target? If so, where in the Offer Document does it state both the proportion and relative sequencing of the inferred mineral resource and/or exploration target within the scoping study (JORC clause 38)?</p>	Not applicable.
<p>45. Where in the Offer Document is the cautionary statement required under clause 38 of the JORC Code about the scoping study?²⁵</p>	Not applicable.

²³ If the economic assumptions are commercially sensitive to the entity, an explanation of the methodology used to determine the assumptions rather than the actual figure can be reported. Note, however, that economic assumptions may not be commercially sensitive. An entity that considers that certain information is commercially sensitive should refer to section 8.6 of Guidance Note 31 on the steps ASX expects it to take in these circumstances.

²⁴ JORC clause 38 defines a “scoping study” as an order of magnitude technical and economic study of the potential viability of mineral resources. It includes appropriate assessments of realistically assumed modifying factors together with any other relevant operational factors that are necessary to demonstrate at the time of reporting that progress to a pre-feasibility study can be reasonably justified.

²⁵ Note that the cautionary statement must be in the same paragraph as, or immediately following, the disclosure of the scoping study.

Mining exploration entities

Complete this section if the entity is a mining exploration entity.

<p>46. Where in the Offer Document is there a map or maps of the entity's mining tenements prepared by a competent person, which:</p> <ul style="list-style-type: none"> • indicate the geology and other pertinent features of the tenements, including their extent and location in relation to a capital city or major town, and relative to any nearby properties which have a significant bearing on the potential of the tenements; • are dated; and • identify the competent person and the report to which they relate? 	<p>Refer Section 8 (Independent Geologists Report, at pages 4 to 13) of the Prospectus.</p>
<p>47. Where in the Offer Document is there a schedule of the entity's mining tenements prepared by a competent person, which states in relation to each mining tenement:</p> <ul style="list-style-type: none"> • the geographical area where the mining tenement is situated; • the nature of the title to the mining tenement; • whether the title has been formally confirmed or approved and, if not, whether an application for confirmation or approval is pending and whether the application is subject to challenge; and • the person in whose name the title to the mining tenement is currently held? 	<p>Refer Section 8 (Independent Geologists Report, at page 3) of the Prospectus.</p>
<p>48. Where in the Offer Document is there a statement setting out a program of expenditure, together with a timetable for completion of an exploration program, in respect of each mining tenement (or, where applicable, each group of tenements)?</p>	<p>Refer Section 8 (Independent Geologists Report, at page 14) of the Prospectus.</p>
<p>49. Within the 2 years preceding the date of the entity's application for admission to the official list, has the entity acquired, or entered into an agreement to acquire, an interest in a mining exploration area or similar mining tenement from any person?</p>	<p>Yes</p>
<p>If so, where in the Offer Document does it disclose:</p> <ul style="list-style-type: none"> • the date of the acquisition or agreement; • full details of the tenement, including any title particulars; • the name of the vendor; • if the vendor was not the beneficial owner of the tenement at the date of the acquisition or agreement, the name of the beneficial owner; • details of any relationship between the vendor (or, if the vendor was not the beneficial owner of the tenement at the date of the acquisition or agreement, between the beneficial owner(s)) and the entity or any related party or promoter of the entity; and • details of the purchase price paid or payable and all other consideration (whether legally enforceable or not) passing directly or indirectly to the vendor? 	<p>Refer Section 6.1 (page 44) of the Prospectus.</p>

N ^o Item	Location/Confirmation
<p>Is the vendor (or, if the vendor was not the beneficial owner of the tenement at the date of the acquisition or agreement, is any of the beneficial owner(s)) a related party or promoter of the entity?</p> <p>If so, please enter "Confirmed" in the column to the right to indicate that the consideration paid by the entity for the tenement was solely restricted securities, save to the extent it involved the reimbursement of expenditure incurred in developing the tenement²⁶ or the entity was not required to apply the restrictions in Appendix 9B under Listing Rule 9.1.3 (Listing Rule 1.1 Condition 10)</p>	<p>Confirmed.</p>
<p>Please also provide a copy of the agreement(s) relating to the acquisition entered into by the entity and any expert's report or valuation obtained by the entity in relation to the acquisition</p>	<p>Refer Attachment 1, containing the Share Sale Agreement dated 28 July 2016 (as amended) between the Company, Twentieth Century Motor Company Pty Ltd, Station Nominees Pty Ltd and Ian Prentice, along with the Variation Deed dated 9 August 2016 between the same parties.</p>
<p>50. Is the entity or a child entity in a joint venture arrangement to investigate or explore a mining tenement?</p>	<p>Not applicable.</p>
<p>If so, please provide a copy of the joint venture agreement</p>	<p>Not applicable.</p>
<p>Where in the joint venture agreement does it provide that if the entity requires it, the operator of the joint venture will give the entity all the information the entity requires to comply with the Listing Rules, and that the information may be given to ASX for release to the market if necessary for the entity to comply with the Listing Rules (Listing Rule 5.45)?</p>	<p>Not applicable.</p>

Historical or foreign estimates for a material mining project²⁷

Complete this section if the Offer Document includes any reference to historical or foreign estimates for a material mining project.

<p>51. Where in the Offer Document does it disclose the source and date of the historical estimates or foreign estimates (Listing Rule 5.12.1)?</p>	<p>Not applicable.</p>
<p>52. Where in the Offer Document does it disclose whether the historical estimates or foreign estimates use categories of mineralisation other than those defined in JORC and if so, an explanation of the differences (Listing Rule 5.12.2)?</p>	<p>Not applicable.</p>
<p>53. Where in the Offer Document does it disclose the relevance and materiality of the historical estimates or foreign estimates to the entity (Listing Rule 5.12.3)?</p>	<p>Not applicable.</p>

²⁶ ASX may require evidence to support expenditure claims.

²⁷ An "historical estimate" is an estimate of quantity and grade of mineralisation that is based on information and supporting documentation that was prepared prior to the introduction of JORC (1989) and which an entity has not verified as mineral resources or ore reserves in accordance with JORC (Listing Rule 19.12). A "foreign estimate" is an estimate of quantity and grade of mineralisation that was prepared using a mineral resources classification and reporting standard from another jurisdiction prior to an entity acquiring, or entering into an agreement to acquire, an interest in a mining tenement that contains the deposit, and which the entity has not verified as mineral resources or ore reserves in accordance with JORC (Listing Rule 19.12). Note that an entity must not include historical estimates or foreign estimates (other than qualifying foreign estimates) of mineralisation in an economic analysis (including a scoping study, preliminary feasibility study, or a feasibility study) of the entity's mineral resources and ore reserves holdings (see Listing Rule 5.11).

Nº Item	Location/Confirmation
54. Where in the Offer Document does it disclose the reliability of the historical estimates or foreign estimates, including by reference to any of the criteria in JORC Table 1 which are relevant to understanding the reliability of the historical estimates or foreign estimates (Listing Rule 5.12.4)?	Not applicable.
55. Where in the Offer Document does it disclose, to the extent known, a summary of the work programs on which the historical estimates or foreign estimates are based and a summary of the key assumptions, mining and processing parameters and methods used to prepare the historical estimates or foreign estimates (Listing Rule 5.12.5)?	Not applicable.
56. Where in the Offer Document does it disclose any more recent estimates or data relevant to the reported mineralisation available to the entity (Listing Rule 5.12.6)?	Not applicable.
57. Where in the Offer Document does it disclose the evaluation and/or exploration work that needs to be completed to verify the historical estimates or foreign estimates as mineral resources or ore reserves in accordance with JORC (Listing Rule 5.12.7)?	Not applicable.
58. Where in the Offer Document does it disclose the proposed timing of any evaluation and/or exploration work that the entity intends to undertake and a comment on how the entity intends to fund that work (Listing Rule 5.12.8)?	Not applicable.
59. Where in the Offer Document does it include the required cautionary statement that: <ul style="list-style-type: none"> • the estimates are historical estimates or foreign estimates and are not reported in accordance with the JORC Code; • a competent person has not done sufficient work to classify the historical estimates or foreign estimates as mineral resources or ore reserves in accordance with the JORC Code; and • it is uncertain that following evaluation and/or further exploration work that the historical estimates or foreign estimates will be able to be reported as mineral resources or ore reserves in accordance with the JORC Code (Listing Rule 5.12.9)?²⁸ 	Not applicable.
60. Where in the Offer Document does it include the required statement by a named competent person or persons that the information in the Offer Document provided under Listing Rules 5.12.2 to 5.12.7 is an accurate representation of the available data and studies for the project and the information referred to in Listing Rules 5.22(b) and (c) (Listing Rule 5.12.10)?	Not applicable.

²⁸ Note that the cautionary statement must be proximate to, and have equal prominence as, the reported historical estimates or foreign estimates.

Attachment 1

Share Sale Agreement

Technology Metals Australia Limited

Twentieth Century Motor Company Pty Ltd

Station Nominees Pty Ltd

Ian Prentice

EatonHall Pty Ltd
Corporate and Commercial Lawyers
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ABN 47 601 566 732
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Liability limited by a scheme approved under
the Professional Standards Legislation.

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Share Sale Agreement

Date: 28 July 2016

Parties

Technology Metals Australia Limited (ACN 612 531 389) of Suite 9, 330 Churchill Avenue, Subiaco, Western Australia (**Buyer**).

Twentieth Century Motor Company Pty Ltd as trustee for the Twentieth Century Motor Company Superannuation Fund of PO Box 866, Subiaco PO, WA, 6904;

Station Nominees Pty Ltd as trustee for the Station Superannuation Fund of 171 Barker Road, Subiaco, WA, 6008; and

Ian Prentice of 146 Tenth Avenue, Inglewood, WA, 6052,

(together, the **Sellers**).

Recitals

- A. The Sellers own the KOP Shares, being all of the issued shares of the Company.
- B. The Sellers wish to sell the KOP Shares and the Buyer wishes to buy the KOP Shares on the terms and conditions of this deed.

The parties agree as follows:

1. Definitions and interpretation

1.1 Definitions

In this deed:

ASX means ASX Limited (ACN 008 624 691).

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Perth, Western Australia.

Buyer Shares means fully paid ordinary shares in the Buyer, at a deemed issue price of \$0.20 per share.

Class A Performance Shares means a Class A Performance Share issued on terms and conditions set out in Schedule 3.

Class B Performance Shares means a Class B Performance Share issued on terms and conditions set out in Schedule 4.

Company means The Kop Ventures Pty Ltd (ACN 604 932 676).

Completion means the completion of the sale and purchase of the KOP Shares in accordance with clause 4.

Condition means the condition specified in clause 2.1.

Encumbrance means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off, or any other

security agreement or arrangement in favour of any person, whether registered or unregistered.

End Date means 1 December 2016 or such other date agreed in writing between Sellers and the Buyer.

Gabanintha Project means:

- (a) prospecting licences P51/2785, P51/2942, P51/2943, and P51/2944; and
- (b) exploration licence E51/1510,

granted under the Mining Act 1978 (WA) and any tenement granted in substitution, renewal or replacement of any of those tenements whether in whole or in part, along with the Mining Information.

GST has the meaning given in the GST Act.

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

KOP Shares means the 100 fully paid ordinary shares in the capital of the Company.

Listing Approval means the Company receiving conditional approval of its listing application from ASX in a form satisfactory to the Buyer (acting reasonably).

Mining Information means with respect to the area of the tenements the subject of the Gabanintha Project all information, data and records held by the Company and the Sellers with respect to that area including, but not limited to, all files, surveys, maps, mosaics, aerial photographs, electromagnetic tapes, sketches, drawings, memoranda, drill cores, logs of such drill cores, drill maps, sampling and assay reports, notes, and other geophysical, geological, or geochemical information and data.

Offer means the offer by the Buyer, pursuant to a prospectus, of 18,000,000 Buyer Shares at an issue price of A\$0.20 each to raise up to A\$3,600,000, with 1 free attaching Option for every four Buyer Shares subscribed for and issued.

Purchase Price means the consideration for the purchase of the KOP Shares to be given by the Buyer to the Sellers, being:

- (c) up to A\$15,000 for reimbursement of expenditure incurred by the Sellers in developing the Gabanintha Project, with such amount to be the amount approved by ASX for the purposes of ASX Listing Rule 1.1 Condition 10 (**Reimbursement Amount**);
- (d) 4,000,000 Buyer Shares; and
- (e) 10,000,000 Class A Performance Shares (including the Class B Performance Shares issued on terms and conditions set out in Schedule 3).

Seller's Proportion means, in respect of a Seller, those components of the Purchase Price set out next to the Seller's name in the Schedule 1.

Warranties means the warranties set out in Schedule 2.

1.2 Interpretation

In this deed headings are for convenience only and do not affect interpretation and, unless the contrary intention appears:

- (a) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (b) the word **including** or any other form of that word is not a word of limitation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a **person** includes an individual, the estate of an individual, a corporation, an authority, an association or parties in a joint venture, a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it; and
- (h) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements.

2. **Condition precedent**

2.1 **Condition**

Clauses 3 and 4 do not become binding on the parties and have no force or effect, and Completion must not take place, until all required regulatory or other approvals have been obtained on terms satisfactory to the parties, including the Listing Approval and the passing of resolutions by the directors and/or shareholders of the Buyer, as may be required, duly approving the execution of this deed and authorising the transactions contemplated herein, in particular the issue and allotment of the Buyer Shares and the Class A Performance Shares (including the Class B Performance Shares issued on terms and conditions set out in Schedule 3) to the Sellers in accordance with this deed (**Buyer's Resolutions**).

2.2 **Reasonable endeavours to satisfy Condition**

Each party must use all reasonable endeavours to ensure that the Condition is satisfied as soon as practicable after the date of this deed and in any event before the End Date.

2.3 **No waiver of Condition**

The Condition (or any part of it) may only be waived by the Buyer.

2.4 **Failure of Condition**

A party is entitled to terminate this deed by notice to the other party:

- (a) at any time before the End Date if the Condition has become incapable of satisfaction; or

- (b) at any time after the End Date if the Condition has not been satisfied before the End Date,

except where the Condition has become incapable of satisfaction or has not been satisfied as a direct result of a failure by the party seeking to terminate to comply with its obligations under clause 2.2.

2.5 Consequences of termination

If this deed is terminated then:

- (a) the provisions of this deed shall cease to have effect except for the provisions of clause 1 and clauses 6 to 11 which will survive termination; and
- (b) each party retains the rights it has against the others in respect of any breach of this deed occurring before termination.

3. Sale and purchase of KOP Shares

- (a) On Completion the Sellers must sell and the Buyer must buy the KOP Shares free from all Encumbrances and together with all rights attaching or accruing to the KOP Shares after the date of this deed.
- (b) The Sellers hereby direct the Buyer to issue or pay the Purchase Price directly to the Sellers in accordance with clause 4.

4. Completion

4.1 Time and place for Completion

Completion must take place at the offices of the Buyer, at Suite 9, 330 Churchill Avenue, Subiaco, Western Australia, at 11:00 am on the date which is 2 Business Days after the Company receiving Listing Approval, or at such other place, date or time as the Sellers and the Buyer agree in writing.

4.2 Sellers' obligations

At Completion the Sellers must deliver or cause to be delivered to the Buyer:

- (a) copies of applications for the Buyer Shares in a form reasonably acceptable to the Buyer and executed by each of the Sellers;
- (b) completed transfers of the KOP Shares duly executed by the registered holder as transferor in favour of the Buyer as transferee and duly stamped in accordance with clause 10.7, together with the original share certificates in respect of all of the KOP Shares; and
- (c) original executed restriction agreements in a form required by ASX in respect of all relevant securities of the Buyer held or to be held by the Sellers, executed in each case by:
 - (i) the relevant holder of Buyer Shares, Class A Performance Shares and any options issued by the Buyer (if any); and
 - (ii) each "Controller" (as that term is defined in ASX Listing Rule 19.12) in respect of those securities.

4.3 Buyer's obligations

- (a) At Completion the Buyer must:
 - (i) allot and issue to the Sellers the Buyer Shares and the Class A Performance Shares divided according to each Seller's Proportion; and
 - (ii) deliver or cause to be delivered to the Sellers the share certificates in respect of the Buyer Shares and the Class A Performance Shares allotted and issued, and ensure the entry of the Sellers as the registered holder of the Seller's Proportion in the Buyer's register of members.
- (b) As soon as practicable following the Company's admission to the official list of ASX, the Buyer must pay the Reimbursement Amount to the Sellers divided according to each Seller's Proportion, by electronic funds transfer to each Seller's Australian bank account details of which have been notified to the Buyer at least 2 Business Days prior to Completion.

4.4 Interdependence of obligations at Completion

The obligations of the parties under clause 4.2 and clause 4.3 are interdependent and must be performed, as nearly as possible, simultaneously. Unless the parties otherwise agree, if any obligation specified in clause 4.2 or clause 4.3 is not performed on Completion then, without prejudice to any other rights of the parties, Completion is taken not to have occurred and any document delivered, or payment made, under this clause 4 must be returned to the party that delivered it or paid it.

4.5 Title and risk

Beneficial ownership of and risk in the KOP Shares will pass from the Sellers to the Buyer on Completion.

5. Warranties

Where a Warranty is expressed to be applicable to a party, that party warrants to the other party that the Warranty is true and correct as at the date of execution of this deed and as at the time immediately prior to Completion.

6. Confidentiality

6.1 No announcement or other disclosure of transaction

Except as permitted by clause 6.2, each party must keep confidential the existence of and the terms of this deed and all negotiations between the parties in relation to the subject matter of this deed.

6.2 Permitted disclosure

Nothing in this deed prevents a person from disclosing matters referred to in clause 6.1:

- (a) if disclosure is required to be made by law or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential has before disclosure is made notified each other party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given each other party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;

- (b) to any professional adviser of a party who has been retained to advise in relation to the transactions contemplated by this deed or any auditor of a party who reasonably requires to know;
- (c) with the prior written approval of each party other than the party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential;
- (d) where the matter has come into the public domain otherwise than as a result of a breach by any party of this deed; or
- (e) by the Buyer in its prospectus to be lodged with the Australian Securities and Investments Commission in order to give effect to the Offer.

7. GST

7.1 Interpretation

The parties agree that:

- (a) except where the context suggests otherwise, terms used in this clause 7 have the meanings given to those terms by the GST Act (as amended from time to time);
- (b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 7; and
- (c) any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 7.

7.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

7.3 GST payable

If GST is payable in relation to a supply made under or in connection with this deed then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as other consideration is to be provided for that supply or, if later, within 5 Business Days of the Supplier providing a valid tax invoice to the Recipient.

7.4 Variation to GST payable

If the GST payable in relation to a supply made under or in connection with this deed varies from the additional amount paid by the Recipient under clause 7.3 then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any ruling, advice, document or other information received by the Recipient from the Australian Taxation Office in relation to any supply made under this deed shall be conclusive as to the GST payable in relation to that supply. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 7.3.

8. Notices

8.1 How notice to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

- (a) may be given by personal service, post, facsimile or email;
- (b) must be in writing and in English (or accompanied by a certified translation into English);
- (c) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):
 - (i) if to the Sellers:
146 Tenth Avenue, Inglewood, Western Australia
Ian.prentice@zephyrgroup.com.au
 - (ii) if to the Buyer:
Suite 9, 330 Churchill Avenue, Subiaco, Western Australia
Sonu@cicerocorporate.com.au
- (d) (in the case of personal service, post, facsimile) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (e) (in the case of email) must be in pdf or other format that is a scanned image of the original of the communication, including a handwritten signature, and be attached to an email that states that the attachment is a communication under this deed; and
- (f) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, or sent by email to the email address, of the addressee, in accordance with clause 8.1(c).

8.2 When notice taken to be received

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed is taken to be received by the addressee:

- (a) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
- (b) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
- (c) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent;
- (d) (in the case of delivery by hand) on delivery; and
- (e) (in the case of email) unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not

delivered to the addressee's domain specified in the email address notified for the purposes of this clause 8, 24 hours after the email was sent,

but if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

9. Entire agreement

This deed constitutes the entire agreement between the parties in relation to its subject matter including the sale and purchase of the KOP Shares and supersedes all previous agreements and understandings between the parties in relation to its subject matter.

10. General

10.1 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

10.2 Assignment

A party cannot assign or otherwise transfer any of its rights under this deed without the prior consent of each other party.

10.3 Consents

Unless this deed expressly provides otherwise, a consent under this deed may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.

10.4 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this deed, and all together constitute one agreement.

10.5 Costs

Each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

10.6 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

10.7 Stamp duties

The Buyer must pay all stamp duties and any related fines and penalties in respect of this deed, the performance of this deed and each transaction effected by or made under this deed.

10.8 **Waivers**

Without prejudice to any other provision of this deed, the parties agree that:

- (a) failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed;
- (b) a waiver given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party; and
- (c) no waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

11. **Governing law and jurisdiction**

11.1 **Governing law**

This deed is governed by the law applying in Western Australia.

11.2 **Jurisdiction**

Each party irrevocably:

- (a) submits to the non exclusive jurisdiction of the courts of Western Australia, Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- (b) waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 11.2(a).

Schedule 1

Name	Reimbursement of expenditure	Buyer Shares	Class A Performance Shares
Twentieth Century Motor Company Pty Ltd as trustee for the Twentieth Century Motor Company Superannuation Fund	74% of Reimbursement Amount	2,960,000	7,400,000
Station Nominees Pty Ltd as trustee for the Station Superannuation Fund	25% of Reimbursement Amount	1,000,000	2,500,000
Ian Prentice	1% of Reimbursement Amount	40,000	100,000

Schedule 2

General

Each party warrants and represents to the other party as follows:

1. Capacity and authorisation

It is a company properly incorporated and validly existing under the laws of the country or jurisdiction of its incorporation has the legal right and full corporate power and capacity to execute, deliver and perform its obligations under this deed and has obtained all necessary authorisations and consents and taken all other actions necessary to enable it to do so.

2. Valid obligations

This deed constitutes (or will when executed constitute) valid legal and binding obligations of the party and is enforceable against the party in accordance with its terms.

3. Breach or default

The execution, delivery and performance of this deed by the party does not and will not result in a breach of or constitute a default under:

- a. any agreement to which it is party;
- b. any provision of its constitution; or
- c. any law or regulation or any order, judgment or determination of any court or regulatory authority by which it is bound.

4. Solvency

None of the following events has occurred in relation to the party:

- a. a receiver, receiver and manager, liquidator, provisional liquidator, administrator or trustee is appointed in respect of the party or any of its assets or anyone else is appointed who (whether or not an agent for the party) is in possession, or has control, of any of the party's assets for the purpose of enforcing a charge or security interest;
- b. an event occurs that gives any person the right to seek an appointment referred to in paragraph 4.a. above;
- c. an application is made to court or a resolution is passed or an order is made for the winding up or dissolution of the party or an event occurs that would give any person the right to make such an application;
- d. the party proposes or takes any steps to implement a scheme of arrangement or other compromise or arrangement with its creditors or any class of them;
- e. the party is declared or taken under any applicable law to be insolvent or the party's board of directors resolves that the party is, or is likely to become at some future time, insolvent; or

- f. any person in whose favour the party has granted any Encumbrance becomes entitled to enforce any security under that Encumbrance.

Sellers' Warranties

1. The Sellers warrant and represent to the Buyer as follows:
 - a. The Sellers are the sole legal and beneficial owners of the KOP Shares and have complete and unrestricted power and authority to sell the KOP Shares to the Buyer.
 - b. There is no Encumbrance, option, right of pre-emption, right of first or last refusal or other third party right over any of the KOP Shares.
 - c. The Company is the sole legal owner of the Gabanintha Project and is not entering this deed in the capacity as trustee of a trust other than as disclosed in this deed.
 - d. To the best of the knowledge and belief of the Sellers and except as otherwise disclosed in writing to the Buyer prior to Completion, there are or will at Completion be no Encumbrances over or affecting any of the assets that make up the Gabanintha Project.
 - e. To the best of the knowledge and belief of the Sellers and except as otherwise disclosed in writing to the Buyer prior to Completion, the assets that make up the Gabanintha Project have at all times been maintained in good standing and used and operated in accordance with all applicable laws and regulations.
 - f. To the best of the knowledge and belief of the Sellers and except as otherwise disclosed in writing to the Buyer prior to Completion, the Mining Information is complete, true and accurate in all material respects.
 - g. The Sellers warrant that they have prior to execution of this deed provided all material information that is relevant to the Gabanintha Project, to the Buyer.
 - h. The Company has not entered into any agreements with Aboriginal persons claiming native title rights under the Native Title Act 1993 (Cth) in relation to the area covered by the Gabanintha Project.
 - i. The Sellers have disclosed to the Buyer all third party agreements which the Company have entered into in relation to the Gabanintha Project, and the Sellers has disclosed to the Buyer all draft agreements which the Company is in the course of negotiating in relation to the Gabanintha Project.
 - j. To the best of the knowledge and belief of the Sellers and except as otherwise disclosed in writing to the Buyer prior to Completion the Sellers are not involved in any litigation or arbitration proceedings relating to the assets that make up the Gabanintha Project and there are no facts likely to give rise to any such proceedings.

Buyer's Warranties

1. The Buyer warrants and represents to the Sellers as follows:
 - a. The Buyer has unrestricted power and authority to allot and issue the Buyer Shares and the Class A Performance Shares to the Sellers.
 - b. Other than as may be imposed by law or required by ASX, there is no Encumbrance, option, right of pre-emption, right of first or last refusal or other third party right over any of the Buyer Shares.

Schedule 3

The terms and conditions of the Class A Performance Shares are as follows:

Rights attaching to the Class A Performance Shares

(a) **Performance Shares**

Each Class A Performance Share is a share in the capital of Technology Metals Australia Limited (ACN 612 531 389) (**Company**).

(b) **General meetings**

Each Class A Performance Share confers on the holder (**Holder**) the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to the holders of fully paid ordinary shares in the capital of the Company (**Shareholders**). Holders have the right to attend general meetings of Shareholders.

(c) **No voting rights**

A Class A Performance Share does not entitle the Holder to vote on any resolutions proposed by the Company except as otherwise required by law.

(d) **No dividend rights**

A Class A Performance Share does not entitle the Holder to any dividends.

(e) **No rights to return of capital**

A Class A Performance Share does not entitle the Holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

(f) **Rights on winding up**

A Class A Performance Share does not entitle the Holder to participate in the surplus profits or assets of the Company upon winding up.

(g) **Not transferable**

A Class A Performance Share is not transferable.

(h) **Reorganisation of capital**

If at any time the issued capital of the Company is reconstructed (including a consolidation, subdivision, reduction, cancellation or return of issued share capital), all rights of a Holder will be changed to the extent necessary to comply with the applicable ASX Listing Rules at the time of reorganisation.

(i) **Application to ASX**

The Class A Performance Shares and Class B Performance Shares will not be quoted on ASX. However, if the Company is listed on ASX at the time of conversion of the Class A Performance Shares into fully paid ordinary shares (**Shares**), the Company must within 10 Business Days apply for the official quotation of the Shares arising from the conversion on ASX.

(j) **Participation in entitlements and bonus issues**

A Class A Performance Share does not entitle a Holder (in their capacity as a holder of a Class A Performance Share) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

(k) **Amendments required by ASX**

The terms of the Class A Performance Shares may be amended as necessary by the Company's board in order to comply with the ASX Listing Rules (if applicable), or any directions of ASX (if applicable) regarding the terms provided that, subject to compliance with the ASX Listing Rules, following such amendment, the economic and other rights of the Holder are not diminished or terminated.

(l) **No Other Rights**

A Class A Performance Share gives the Holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

Conversion of the Class A Performance Shares

(m) **Milestones**

A Class A Performance Share in the relevant class will convert into one Share and one Class B Performance Share upon the definition by the Company (or an entity controlled by the Company) of an inferred resource of 30,000,000 tonnes of vanadium oxide ore at greater than 0.8% at the Gabanintha Project on or before 31 December 2019.

(n) **Conversion on change of control**

Notwithstanding the relevant Milestone has not been satisfied, upon the occurrence of either:

- (i) a takeover bid under Chapter 6 of the *Corporations Act 2001* (Cth) having been made in respect of the Company having received acceptances for more than 50% of the Company's shares on issue and being declared unconditional by the bidder; or
- (ii) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies,

that number of Class A Performance Shares that is equal to 10% of the Shares on issue immediately following conversion under this paragraph will convert into an equivalent number of Shares. The conversion will be completed on a pro rata basis across each class of Class A Performance Shares then on issue as well as on a pro rata basis for each Holder. Class A Performance Shares that are not converted into Shares under this paragraph will continue to be held by the Holders on the same terms and conditions.

(o) **Redemption if Milestone not achieved**

If the relevant Milestone is not achieved by the required date, then each Class A Performance Share in that class will be automatically redeemed by the Company for the sum of \$0.00001 within 10 Business Days of non-satisfaction of the Milestone.

(p) **Conversion Procedure**

The Company will issue the Holder with a new holding statement for the Share issued upon conversion of a Class A Performance Share within 10 Business Days following the conversion.

(q) **Ranking upon conversion**

The Share into which a Class A Performance Share may convert will rank pari passu in all respects with the existing Company Shares.

Schedule 4

The terms and conditions of the Class B Performance Shares are as follows:

Rights attaching to the Class B Performance Shares

(a) **Performance Shares**

Each Class B Performance Share is a share in the capital of Technology Metals Australia Limited (ACN 612 531 389) (**Company**).

(b) **General meetings**

Each Class B Performance Share confers on the holder (**Holder**) the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to the holders of fully paid ordinary shares in the capital of the Company (**Shareholders**). Holders have the right to attend general meetings of Shareholders.

(c) **No voting rights**

A Class B Performance Share does not entitle the Holder to vote on any resolutions proposed by the Company except as otherwise required by law.

(d) **No dividend rights**

A Class B Performance Share does not entitle the Holder to any dividends.

(e) **No rights to return of capital**

A Class B Performance Share does not entitle the Holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

(f) **Rights on winding up**

A Class B Performance Share does not entitle the Holder to participate in the surplus profits or assets of the Company upon winding up.

(g) **Not transferable**

A Class B Performance Share is not transferable.

(h) **Reorganisation of capital**

If at any time the issued capital of the Company is reconstructed (including a consolidation, subdivision, reduction, cancellation or return of issued share capital), all rights of a Holder will be changed to the extent necessary to comply with the applicable ASX Listing Rules at the time of reorganisation.

(i) **Application to ASX**

The Class B Performance Shares will not be quoted on ASX. However, if the Company is listed on ASX at the time of conversion of the Class B Performance Shares into fully paid ordinary shares (**Shares**), the Company must within 10 Business Days apply for the official quotation of the Shares arising from the conversion on ASX.

(j) **Participation in entitlements and bonus issues**

A Class B Performance Share does not entitled a Holder (in their capacity as a holder of a Class B Performance Share) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

(k) Amendments required by ASX

The terms of the Class B Performance Shares may be amended as necessary by the Company's board in order to comply with the ASX Listing Rules (if applicable), or any directions of ASX (if applicable) regarding the terms provided that, subject to compliance with the ASX Listing Rules, following such amendment, the economic and other rights of the Holder are not diminished or terminated.

(l) No Other Rights

A Class B Performance Share gives the Holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

Conversion of the Class B Performance Shares

(m) Milestones

A Class B Performance Share in the relevant class will convert into one Share upon the definition by the Company (or an entity controlled by the Company) of an indicated resource of 20,000,000 tonnes of vanadium oxide ore at greater than 0.8% at the Gabanintha Project on or before 31 December 2019.

(n) Conversion on change of control

Notwithstanding the relevant Milestone has not been satisfied, upon the occurrence of either:

- (i) a takeover bid under Chapter 6 of the *Corporations Act 2001* (Cth) having been made in respect of the Company having received acceptances for more than 50% of the Company's shares on issue and being declared unconditional by the bidder; or
- (ii) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies,

that number of Class B Performance Shares that is equal to 10% of the Shares on issue immediately following conversion under this paragraph will convert into an equivalent number of Shares. The conversion will be completed on a pro rata basis across each class of Class B Performance Shares then on issue as well as on a pro rata basis for each Holder. Class B Performance Shares that are not converted into Shares under this paragraph will continue to be held by the Holders on the same terms and conditions.

(o) Redemption if Milestone not achieved

If the relevant Milestone is not achieved by the required date, then each Class B Performance Share in that class will be automatically redeemed by the Company for the sum of \$0.00001 within 10 Business Days of non-satisfaction of the Milestone.

(p) Conversion Procedure

The Company will issue the Holder with a new holding statement for the Share issued upon conversion of a Class B Performance Share within 10 Business Days following the conversion.

(q) **Ranking upon conversion**

The Share into which a Class B Performance Share may convert will rank pari passu in all respects with the existing Company Shares.

**Executed as a deed by Technology Metals)
Australia Limited (ACN 612 531 389):)**



Director/Company Secretary

Harpreet Cheema

Name of Director/Company Secretary



Director

MICHAEL JOHN FRY

Name of Director

**Executed as a deed by Twentieth Century)
Motor Company Pty Ltd as trustee for the)
Twentieth Century Motor Company)
Superannuation Fund:)**

Director/Company Secretary

Name of Director/Company Secretary

Director

Name of Director

**Executed as a deed by Technology Metals)
Australia Limited (ACN 612 531 389):)
)
)**


Director/Company Secretary

Director


Name of Director/Company Secretary

Name of Director

**Executed as a deed by Twentieth Century)
Motor Company Pty Ltd as trustee for the)
Twentieth Century Motor Company)
Superannuation Fund:)**



Director/Company Secretary



Director

Matthew Walker

Name of Director/Company Secretary

Chris Walker

Name of Director

Executed as a deed by Station Nominees)
Pty Ltd as trustee for the Station)
Superannuation Fund:)
)



SOLE Director/Company Secretary

Director

LESLIE ROBINSON

Name of Director/Company Secretary

Name of Director

Executed by Ian Prentice in the presence of:)
)



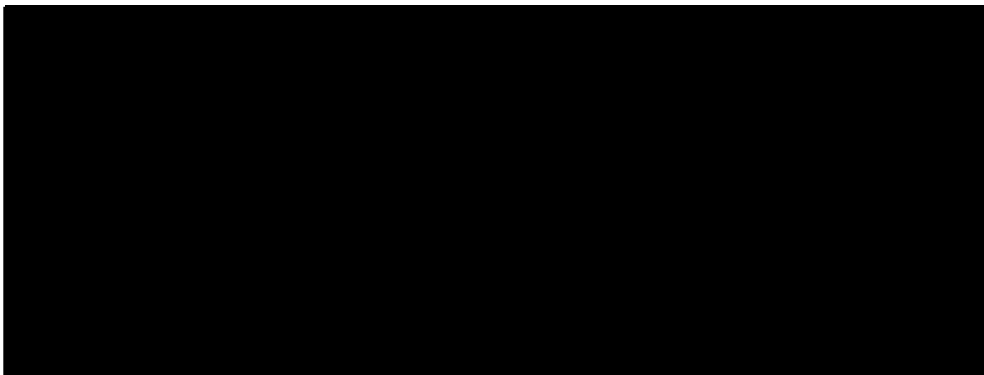
Witness Signature



Ian Prentice

Karen Glendinning

Witness Name



Variation Deed

Technology Metals Australia Limited

Twentieth Century Motor Company Pty Ltd

Station Nominees Pty Ltd

Ian Prentice

EatonHall Pty Ltd
Corporate and Commercial Lawyers
www.eatonhall.com.au
ABN 47 601 566 732
PO Box 419, Claremont
Western Australia 6910
Liability limited by a scheme approved under
the Professional Standards Legislation.

Variation Deed

Date: 9th August 2016

Parties

Technology Metals Australia Limited (ACN 612 531 389) of Suite 9, 330 Churchill Avenue, Subiaco, Western Australia.

Twentieth Century Motor Company Pty Ltd as trustee for the Twentieth Century Motor Company Superannuation Fund of PO Box 866, Subiaco PO, WA, 6904.

Station Nominees Pty Ltd as trustee for the Station Superannuation Fund of 171 Barker Road, Subiaco, WA, 6008.

Ian Prentice of 146 Tenth Avenue, Inglewood, WA, 6052.

Recitals

- A. The parties have previously entered into the Share Sale Agreement.
- B. The parties agree that the Share Sale Agreement be and is varied on the terms set out in this document.

The parties agree as follows:

1. Definitions and interpretation

1.1 Definitions

In this document:

Share Sale Agreement means the share sale agreement between the parties dated 28 July 2016.

1.2 Interpretation

In this deed, headings are for convenience only and do not affect interpretation and unless the contrary intention appears:

- (a) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (b) the word **including** or any other form of that word is not a word of limitation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a **person** includes an individual, the estate of an individual, a corporation, an authority, an association or parties in a joint venture, a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

- (f) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this document, and a reference to this document includes all schedules, exhibits, attachments and annexures to it; and
- (h) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements.

2. Variation

2.1 The parties agree that with effect from the date of this document, the Share Sale Agreement is varied as follows:

- (a) In clause 1.1 delete the definition of Offer and replace with the following:

“**Offer** means the offer by the Buyer, pursuant to a prospectus, of 20,000,000 Buyer Shares at an issue price of A\$0.20 each to raise up to A\$4,000,000, or such other offer and on such terms and conditions as reasonably determined by the Buyer.”

- (b) In clause 1.1 delete the definition of Purchase Price and replace with the following:

“**Purchase Price** means the consideration for the purchase of the KOP Shares to be given by the Buyer to the Sellers, being:

(a) up to A\$15,000 for reimbursement of expenditure incurred by the Sellers in developing the Gabanintha Project, with such amount to be the amount approved by ASX for the purposes of ASX Listing Rule 1.1 Condition 10 (**Reimbursement Amount**);

(b) 2,500,000 Buyer Shares; and

(c) 10,000,000 Class A Performance Shares (including the Class B Performance Shares issued on terms and conditions set out in Schedule 3).”

- (c) The table in Schedule 1 is deleted and replaced with the following:

Name	Reimbursement of expenditure	Buyer Shares	Class A Performance Shares
Twentieth Century Motor Company Pty Ltd as trustee for the Twentieth Century Motor Company Superannuation Fund	74% of Reimbursement Amount	1,850,000	7,400,000
Station Nominees Pty Ltd as trustee for the Station Superannuation Fund	25% of Reimbursement Amount	625,000	2,500,000
Ian Prentice	1% of Reimbursement Amount	25,000	100,000

3. Full force and effect

Other than as varied by this document, the terms and conditions of the Share Sale Agreement remain in full force and effect and the parties agree to and shall procure the delivery and continued performance of all acts and things contemplated or required to be done under the Share Sale Agreement (as varied).

4. General

4.1 Counterparts

This document may be executed in any number of counterparts all of which, when taken together, will constitute one and the same instrument.

4.2 Governing law

This document will be construed in accordance with the laws of the State of Western Australia and the parties submit to the exclusive jurisdiction of the courts of that jurisdiction.

4.3 Entire agreement

This document constitutes the entire agreement between the parties with respect to the subject matter of this document.

4.4 Variation

This document may be varied only by a deed in writing signed by the parties.

4.5 Severance

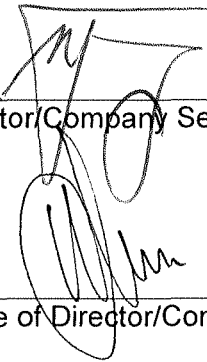
If any provision of this document is invalid and not enforceable in accordance with its terms, all other provisions that are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

4.6 Stamp Duty

All stamp duty assessed on or in respect of this document shall be paid by the Buyer.

Executed as a deed.

Executed by Technology Metals Australia)
Limited (ACN 612 531 389) in accordance)
with section 127 of the *Corporations Act*)
2001 (Cth):)



Director/Company Secretary

Name of Director/Company Secretary

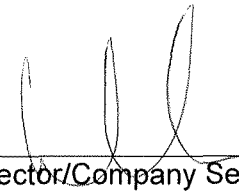
MICHAEL JOHN FRY

Director

HARPREET CHEEMA

Name of Director

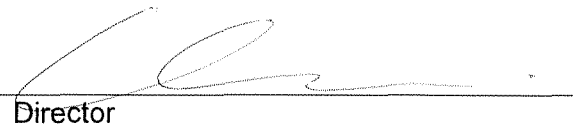
Executed by Twentieth Century Motor)
Company Pty Ltd as trustee for the Twentieth)
Century Motor Company Superannuation)
Fund in accordance with section 127 of the)
Corporations Act 2001 (Cth):)



Director/Company Secretary

Matthew Walker

Name of Director/Company Secretary



Director

Chris Walker

Name of Director

Executed by Station Nominees Pty Ltd as trustee for the Station Superannuation Fund in accordance with section 127 of the Corporations Act 2001 (Cth):)
)
)
)



Director/Company Secretary
Sole

Director

LESLIE ROBINSON

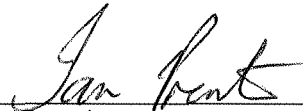
Name of Director/Company Secretary

Name of Director

Executed by the said Ian Prentice in the presence of:)
)



Witness Signature



Ian Prentice

Karen Glendinning

Witness Name

