

# GRANGE RESOURCES LIMITED

ABN 80 009 132 405

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## NOTICE OF GENERAL MEETING

and

## EXPLANATORY MEMORANDUM

and

## PROXY FORM

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Date of Meeting: Friday, 28 September 2007

Time of Meeting: 10:00am (WST)

Place of Meeting: Level 11  
QBE House  
200 St George's Terrace  
Perth, Western Australia

*This Notice of General Meeting and accompanying Explanatory Memorandum and Proxy Form should be read in their entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional adviser prior to voting.*

# GRANGE RESOURCES LIMITED

ABN 80 009 132 405

## NOTICE OF GENERAL MEETING

Notice is hereby given that the General Meeting of the Shareholders of Grange Resources Limited ("**Company**" or "**Grange Resources**") will be held at Level 11, QBE House, 200 St George's Terrace, Perth, Western Australia at 10:00am (WST) on Friday, 28 September 2007 for the purposes of transacting the following business.

The Explanatory Memorandum that accompanies and forms part of this Notice of General Meeting describes the various matters to be considered.

Terms used in this Notice of General Meeting will, unless the context otherwise requires, have the same meaning given to them in the Glossary of Terms as contained in the Explanatory Memorandum.

### AGENDA

#### ITEM 1 - RESOLUTION 1 - PROPOSED ISSUE OF SECURITIES TO RIO TINTO EXPLORATION PTY LIMITED OR ITS RELATED PARTY NOMINEE (RTE)

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

*"That for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve and authorise the issue of up to a maximum of:*

- 1.1 *9,000,000 Grange Shares at a deemed issue price of \$2.49 to RTE;*
- 1.2 *9,000,000 Three Year Options to RTE, exercisable at \$1.50 and expiring three years after the date of issue; and*
- 1.3 *8,500,000 One Year Options to RTE, exercisable at \$1.95 and expiring one year after the date of issue,*

*as consideration for the Exploration Licence and Mining Information owned by RTE on such terms and conditions referred to in the Explanatory Memorandum."*

In accordance with Listing Rule 14.11, the Company will disregard any votes cast on this Resolution by RTE, and an Associate of RTE, and a person who might obtain a benefit, except a benefit solely in the capacity of a security holder, if this Resolution is passed, ("**Excluded Person**") and an Associate of an Excluded Person. However, the Company need not disregard a vote if it is cast by RTE or an Excluded Person, as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by a representative of RTE or an Excluded Person chairing the meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

## ITEM 2 - RESOLUTION 2 - REMUNERATION OF DIRECTORS

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

*"That, pursuant to Article 10.12 of the Company's Constitution, and for the purposes of Listing Rule 10.17 and all other purposes, the maximum aggregate remuneration payable by the Company to its Directors (as a whole) for their non-executive services be increased by \$150,000, from \$150,000 per annum to \$300,000 per annum, divided amongst the Directors in such proportion and manner as the Directors agree or, in default of that agreement, equally."*

In accordance with Listing Rule 14.11, the Company will disregard any votes cast on this Resolution by a Director and an Associate of a Director. However, the Company need not disregard a vote if it is cast by a Director as a proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by a Director chairing the meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

## ITEM 3 - RESOLUTION 3 – RATIFICATION OF SHARE ISSUE TO PIPELINE LANDOWNERS (MARCH 2007)

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

*"That for the purposes of ASX Listing Rule 7.4 and for all other purposes, the Shareholders hereby approve and ratify the allotment and issue of 14,000 Shares to the Pipeline Landowners at a deemed issue price of \$1.41 per Share for no consideration on such terms and conditions referred to in the Explanatory Memorandum."*

In accordance with Listing Rule 14.11, the Company will disregard any votes cast on this Resolution by a Pipeline Landowner and any of their Associates. However, the Company need not disregard a vote if it is cast by a Pipeline Landowner as a proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by a representative of a Pipeline Landowner chairing the meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

## ITEM 4 - RESOLUTION 4 –RATIFICATION OF SHARE ISSUE TO PIPELINE LANDOWNERS (MAY 2007)

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

*"That for the purposes of ASX Listing Rule 7.4 and for all other purposes, the Shareholders hereby approve and ratify the allotment and issue a total of 16,500 Shares to the Pipeline Landowners at a deemed issue price of \$1.69 per Share for no consideration on such terms and conditions referred to in the Explanatory Memorandum."*

In accordance with Listing Rule 14.11, the Company will disregard any votes cast on this Resolution by a Pipeline Landowner and any of their Associates. However, the Company need not disregard a vote if it is cast by a Pipeline Landowner as a proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by a representative of a Pipeline Landowner chairing the meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

**ITEM 5 - RESOLUTION 5 –RATIFICATION OF SHARE ISSUE TO PIPELINE LANDOWNERS (JUNE 2007)**

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

*"That for the purposes of ASX Listing Rule 7.4 and for all other purposes, the Shareholders hereby approve and ratify the allotment and issue a total of 9,000 Shares to the Pipeline Landowners at a deemed issue price of \$2.09 per Share for no consideration on such terms and conditions referred to in the Explanatory Memorandum."*

In accordance with Listing Rule 14.11, the Company will disregard any votes cast on this Resolution by a Pipeline Landowner and any of their Associates. However, the Company need not disregard a vote if it is cast by a Pipeline Landowner as a proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by a representative of a Pipeline Landowner chairing the meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

**DATED 24<sup>TH</sup> DAY OF AUGUST 2007**  
**BY ORDER OF THE BOARD**



**NEIL MARSTON**  
**COMPANY SECRETARY**

# GRANGE RESOURCES LIMITED

ABN 80 009 132 405

## EXPLANATORY MEMORANDUM

This Explanatory Memorandum has been prepared for the information of Shareholders of Grange Resources Limited ("**Company**") in connection with the business to be conducted at the General Meeting of Shareholders to be held at Level 11, QBE House, 200 St George's Terrace, Perth, Western Australia at 10.00am (WST) on Friday, 28 September 2007.

This Explanatory Memorandum should be read in conjunction with the accompanying Notice of General Meeting.

### **1. RESOLUTION 1 - PROPOSED ISSUE OF SECURITIES TO RIO TINTO EXPLORATION PTY LIMITED OR ITS RELATED PARTY NOMINEE (RTE)**

#### **1.1 Background**

As announced on 14 August 2007, the Company agreed with RTE to acquire 100% of RTE's Exploration Licence and the Mining Information.

The purchase of the Exploration Licence will substantially increase the total Southdown magnetite resource available for development.

The consideration for the acquisition is:

- a cash sum of \$1 million; plus
- 9,000,000 Grange Shares; plus
- 9,000,000 Three Year Options exercisable at \$1.50 per Share and expiring three years after the date of issue; plus
- 8,500,000 One Year Options exercisable at \$1.95 per Share and expiring one year after the date of issue.

The acquisition will be made under the terms of the Sale Agreement, pursuant to which the Option Deed will be entered into at Completion Date if shareholder approval is obtained under Resolution 1. If Resolution 1 is passed, under the Sale Agreement and Option Deed, the Grange Shares, Three Year Options and One Year Options will be issued.

The Company's review of the Mining Information, including aeromagnetic surveys and exploration drilling by RTE on the Exploration Licence support the Company's view that the Southdown deposit extends for a total of approximately 12 kms (see Figure 1).

The purchase of the Exploration Licence will enable the entire deposit to be combined into a single project significantly extending the project life with minimal additional capital expenditure.

The agreement is subject to relevant approvals under the Mining Act 1978 (WA) and Foreign Acquisitions and Takeovers Act 1975 (Cth) as set out below in section 1.2.

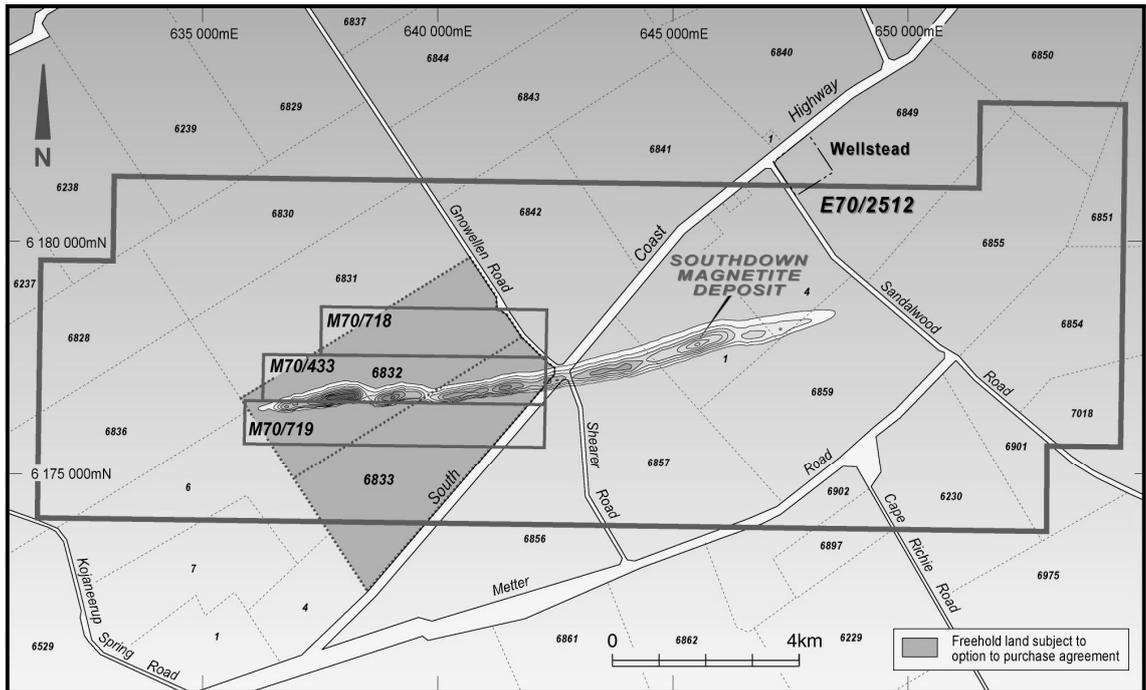


Figure 1: Tenement Location Plan

The Grange Shares and Three Year Options to be issued pursuant to the Sale Agreement and Option Deed are subject to a voluntary 12 month escrow period from the date of issue and the One Year Options are subject to a voluntary 10 month escrow period from the date of issue. Shares issued on exercise of the Three Year Options will also be subject to voluntary 12 month escrow period from the date of issue of the Three Year Options. Shares issued on the exercise of the One Year Options will be subject to voluntary 10 month escrow period from the date of issue of the One Year Options. Please refer to section 1.2 for details of the voluntary escrow.

At Completion Date, the issue of the Grange Shares will represent 7.8% of the expanded issued capital in Grange Resources (on the assumption that the options on issue as at the date of this Notice are not exercised).

The exercise of the Three Year Options and One Year Options by RTE would realise approximately \$30 million in exercise proceeds and (together with the Grange Shares) will represent 19.97%, on a fully diluted basis, of the issued capital in Grange Resources as at Completion Date (on the basis that all of the Three Year Options and One Year Options are exercised and assuming that the options on issue as at the date of this Notice are not exercised).

Details of securities issued in Grange Resources following the completion of the transaction (if Resolution 1 is passed) are as follows:

<b>Details of securities</b>	<b>Number of securities</b>
Shares on issue as at the date of this Notice	106,201,099
Options (exercisable at \$1.50 and expiring on 30 June 2008) on issue as at the date of this Notice	1,500,000
Options (exercisable at \$2.50 and expiring on 30 June 2011) on issue as at the date of this Notice	1,000,000
Grange Shares to be issued under the proposed transaction	9,000,000
Three Year Options to be issued under the proposed transaction	9,000,000
One Year Options to be issued under the proposed transaction	8,500,000
<b>Total</b>	<b>135,201,099</b>

RTE undertook exploration drilling during the period October 2005 to February 2006 to investigate the eastern extension of the Southdown Magnetite Deposit.

RTE completed 23 diamond drill holes spaced approximately 100 metres apart on 9 wide spaced traverses between 200 and 800 metres apart over approximately 5kms of strike length of the deposit within the Exploration Licence.

Although the drilling density is inadequate to allow classification of the resource under the JORC code it provides some indication of the potential magnetite resource present within the Exploration Licence.

Exploration completed to date indicates the continuation of the Southdown deposit and this presents potential to substantially increase the resources previously identified by Grange.

## **1.2 Material terms and conditions of the Sale Agreement and Option Deed**

Pursuant to the Sale Agreement, if shareholder approval is obtained under Resolution 1, Grange Resources will:

- pay RTE a cash sum of \$1 million (as set out in section 1.1);
- issue and allot 9,000,000 Grange Shares to RTE; and
- grant 9,000,000 Three Year Options and 8,500,000 One Year Options to RTE pursuant to the Option Deed,

as consideration for the Company's acquisition of the Exploration Licence and Mining Information from RTE. This is conditional on the prior satisfaction of the following conditions:

- (a) shareholder approval being obtained for the issue of the Grange Shares, Three Year Options and One Year Options in accordance with Listing Rule 7.1, in a meeting held in accordance with Listing Rule 7.3 and held no later than the week commencing 24 September 2007 or such later date as the Company and RTE may agree;

- (b) any consent, approval and/or registration that is required under the Mining Act 1978 (WA) to give effect to this or the transactions contemplated by the Sale Agreement being received or effected;
- (c) the Treasurer of the Commonwealth of Australia either:
  - (i) ceasing to be empowered to make an order under Part II of the Foreign Acquisitions and Takeovers Act 1975 (Cth) in respect of the parties entering into the Sale Agreement and Option Deed or the acquisition of the Grange Shares or the exercise of the Three Year Options and One Year Options pursuant to the Option Deed by RTE as contemplated by the Sale Agreement and the Option Deed; or
  - (ii) giving advice in writing of a decision by or on behalf of the Treasurer stating or to the effect that the Commonwealth Government has no objection to the parties entering into the Sale Agreement and Option Deed or to the acquisition of the Grange Shares or the exercise of the Three Year Options and One Year Options pursuant to the Option Deed by RTE as contemplated by the Sale Agreement and Option Deed; and
- (d) there being no material breach of any of the warranties under the Sale Agreement.

Consistent with its obligations under Listing Rule 3.1, Grange Resources will inform ASX upon each of the conditions under paragraphs (b) and (c) being satisfied (or waived). The Directors urge Shareholders to refer to announcements made by the Company to the market from time to time, which are available on Grange Resources' website ([www.grangeresources.com.au](http://www.grangeresources.com.au)).

Pursuant to the Sale Agreement, the conditions from paragraphs (a) to (d) above must be satisfied or waived by 30 September 2007 unless the Company and RTE agree to a longer period.

As discussed in section 1.1, the Grange Shares are subject a voluntary 12 month escrow period from the date of issue, during which, the holder of the Grange Shares (RTE) must not:

- (a) dispose of, or agree or offer to dispose of, any or all of the Grange Shares;
- (b) create, or agree or offer to create, any security interest in any or all of the Grange Shares; or
- (c) do or omit to do any act which may have the effect of transferring effective ownership or control of any of the Grange Shares,

except:

- (d) in connection with a sale, assignment, transfer or disposal to a Related Corporation of RTE;
- (e) in acceptance of an off-market or market bid made for the Shares in Grange Resources;
- (f) in connection with a scheme of arrangement involving the ordinary shares in Grange Resources; or

- (g) if Grange has given RTE its prior written consent to that dealing as set out in paragraphs (a) to (c) above.

Subject to Resolution 1 being passed, Grange Resources will acquire the Exploration Licence and Mining Information, the Grange Shares will be issued, the Option Deed will be executed, and the Three Year Options and One Year Options will be granted pursuant to the Option Deed on the Completion Date.

If Shareholder approval is obtained under Resolution 1, the Option Deed will be executed. Please refer to Attachments 1 and 2 for details of the material terms and conditions of the Three Year Options and One Year Options to be granted pursuant to the Option Deed.

As discussed in section 1.1, the Three Year Options are subject a voluntary 12 month escrow period from the date of issue, during which, the holder of Three Year Options must not:

- (a) dispose of, or agree or offer to dispose of, any or all of the Three Year Options;
- (b) create, or agree or offer to create, any security interest in any or all of the Three Year Options; or
- (c) do or omit to do any act which may have the effect of transferring effective ownership or control of any of the Three Year Options,

except:

- (d) in connection with a sale, assignment, transfer of disposal to a Related Corporation of the grantee (RTE);
- (e) in acceptance of an off-market or market bid made for the Shares in the Company;
- (f) in connection with a scheme of arrangement involving the Shares in the Company; or
- (g) if the Company has given the grantee (RTE) its prior written consent to that dealing.

The holder of Three Year Options may, during this voluntary 12 month escrow period, exercise the Three Year Options, however any Shares issued and allotted to the Three Year Options holder from the exercise will be subject to the restrictions set out above in relation to the Three Year Options.

As discussed in section 1.1, the One Year Options are subject a voluntary 10 month escrow period from the date of issue, during which, the holder of One Year Options must not:

- (a) dispose of, or agree or offer to dispose of, any or all of the One Year Options;
- (b) create, or agree or offer to create, any security interest in any or all of the One Year Options; or
- (c) do or omit to do any act which may have the effect of transferring effective ownership or control of any of the One Year Options,

except:

- (d) in connection with a sale, assignment, transfer of disposal to a Related Corporation of the grantee (RTE);
- (e) in acceptance of an off-market or market bid made for the Shares in the Company;
- (f) in connection with a scheme of arrangement involving the Shares in the Company; or
- (g) if the Company has given the grantee (RTE) its prior written consent to that dealing.

The holder of One Year Options may, during this voluntary 10 month escrow period from the date of issue of One Year Options, exercise the One Year Options, however any Shares issued and allotted to the One Year Options holder, from the exercise will be subject to the restrictions set out above in relation to the One Year Options.

In the event that Shareholder approval under Resolution 1 is not obtained, a mechanism exists in the Sale Agreement to issue Shares to RTE below the 15% limit in Listing Rule 7.1. Pursuant to this mechanism, if Resolution 1 is not passed:

(a) Grange Resources will, instead of providing the consideration discussed above:

(i) issue 15,829,740 Shares to RTE at Completion Date;

(ii) pay RTE a cash sum of the greater of:

A, \$1 million; and

B. the amount calculated with the following formula:

$$CP = \$34 \text{ million} - [S \times MP]$$

Where:

**CP** means the cash price

**S** means the number of Shares to be issued on Completion Date under paragraph (a)(i) above

**MP** means the closing price for Shares in Grange Resources quoted on ASX on the day prior to Completion Date;

and

(b) the Option Deed will not be entered into and the Three Year Options and the One Year Options will not be granted.

### 1.3 Resolution 1

Resolution 1 seeks approval pursuant to Listing Rule 7.1, for the Company to issue up to:

1.1 9,000,000 Grange Shares to RTE;

1.2 9,000,000 Three Year Options to RTE ; and

### 1.3 8,500,000 One Year Options to RTE,

as consideration for the Exploration Licence and Mining Information owned by RTE.

The Directors of Grange Resources, Anthony Bohnenn, Geoff Wedlock, Hans-Rudolf Moser, Richard Krasnoff and Alex Nutter, recommend that shareholders approve (subject to RTE's obligation to sell and assign the Exploration Licence and Mining Information under the terms of the Sale Agreement) Resolution 1, and in respect of their own shareholdings, currently intend to vote in favour of Resolution 1. The details of the shareholdings of each of these Directors are as follows:

<b>Name</b>	<b>Shares held</b>	<b>Interest</b>
Anthony Bohnenn (Chairman)	13,629,338	Indirect
Geoff Wedlock	1,004,000	Indirect
Alex Nutter	99,999	Direct
	845,000	Indirect
Hans-Rudolf Moser	3,100,000	Direct
	1,310,450	Indirect
Richard Krasnoff	50,000	Indirect

The issue of up to 9,000,000 Grange Shares, 9,000,000 Three Year Options and 8,500,000 One Year Options will exceed the 15% limit in Listing Rule 7.1 and, accordingly, the Company is required to seek shareholder approval of the issue of the Grange Shares, the Three Year Options and One Year Options.

### 1.4 Details of the issue

In compliance with Listing Rule 7.3, Shareholders are advised of the following information in relation to the issue of the Grange Shares, Three Year Options and One Year Options:

- (a) the maximum number of securities that will be issued pursuant to the Sale Agreement (and the Option Deed to be entered into by the Company and RTE) is 9,000,000 Grange Shares, 9,000,000 Three Year Options and 8,500,000 One Year Options;
- (b) the issue of the Grange Shares, Three Year Options and One Year Options at Completion Date (which will occur no later than 3 months after the date of the Meeting);
- (c) the Grange Shares will be issued at a deemed issue price of \$2.49;
- (d) the Three Year Options will be issued at a deemed issue price of \$1.50;
- (e) the One Year Options will be issued at a deemed issue price of \$0.90;
- (f) the Grange Shares will be issued to RTE;
- (g) the Three Year Options and One Year Options will be issued to RTE;
- (h) the Grange Shares to be issued pursuant to the Sale Agreement will, from the date of issue, rank pari passu with, and enjoy the same rights as, all other Shares in the Company on issue;

- (i) the Shares to be issued upon exercise of the Three Year Options and the One Year Options will, from the date of issue, rank pari passu with, and enjoy the same rights as, all other Shares in the Company on issue;
- (k) the issue of Grange Shares, Three Year Options and One Year Options will be used as consideration for the acquisition of the Exploration Licence and Mining Information and, as such, no funds will be raised for the issue of the Grange Shares, Three Year Option and One Year Options;
- (l) the terms and conditions of the Three Year Options and One Year Options to be issued are set out in Attachment 1 and Attachment 2 of this Explanatory Memorandum respectively; and
- (m) the Directors presently intend to issue the Grange Shares, Three Year Options and One Year Options as one allotment at Completion Date.

## 1.5 Voting Exclusion Statement

In accordance with Listing Rule 14.11, the Company will disregard any votes cast on this Resolution by RTE, and an Associate of RTE, and a person who might obtain a benefit, except a benefit solely in the capacity of a security holder, if this Resolution is passed, ("**Excluded Person**") and an Associate of an Excluded Person. However, the Company need not disregard a vote if it is cast by RTE or an Excluded Person, as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by a representative of RTE or an Excluded Person chairing the meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Accordingly, RTE, Associates of RTE, an Excluded Person and Associates of an Excluded Person may not vote on Resolution 1.

## 2. RESOLUTION 2 - REMUNERATION OF DIRECTORS

### 2.1 Remuneration of Directors

The Company had previously (in 1999) set a cap for Directors' remuneration for ordinary services under the Company's Constitution at a maximum aggregate of \$150,000 per annum. Resolution 2 seeks shareholder approval to increase the maximum aggregate remuneration payable by the Company to its Directors (as a whole) for their services, other than services performed in an executive capacity ("**Non-executive Services**"), by \$150,000, from \$150,000 per annum to \$300,000 per annum.

The total level of Directors' fees, set at a limit of \$300,000 under Resolution 2, is considered desirable to ensure the Company is able to attract and retain Directors whose skills and qualifications are appropriate for a company given the size and nature of Grange Resources' activities.

Article 10.12 of the Company's Constitution provides that:

*"The Directors are entitled to be paid out of the funds of the Company as remuneration for their services as Directors such sum accruing from day to day as the Company in general meeting*

*determines. Until so determined, their aggregate remuneration is to be not more than \$100,000 divided among them in such proportion and manner as they agree or, in default of agreement, equally. This Article and Article 10.13 do not apply to the remuneration of Directors for performing services in an executive capacity."*

Currently there are three (3) non-executive Directors, including the Chairman, on the Board. The maximum aggregate remuneration payable to Directors for Non-executive Services, as provided for the Company's Constitution and approved by shareholders at the 1999 annual general meeting, is \$150,000.

The responsibility and obligations of Directors are continually increasing as a result of the growing emphasis in today's corporate environment on corporate governance. These increased responsibilities and obligations and increases in the general level of remuneration paid to non-executive Directors in Australia since 1999 are the reasons for the proposed increase in remuneration payable to non-executive Directors for these services.

It is not proposed initially that the full amount of the \$300,000 to be approved by shareholders will be utilised. The proposed limit is requested to provide flexibility for further increases should circumstances or the size and composition of the Board change.

Pursuant to Article 10.12 of the Company's Constitution and Listing Rule 10.17, the maximum aggregate remuneration to be paid by the Company to its Directors (as a whole) for Non-executive Services may only be increased with shareholder approval. Accordingly, and on the basis of the above, shareholders are asked to approve an increase in the maximum aggregate remuneration to be paid by the Company to its Directors (as a whole) for Non-executive Services by \$150,000, from \$150,000 per annum to \$300,000 per annum.

## **2.2 Voting Exclusion Statement**

In accordance with Listing Rule 14.11, the Company will disregard any votes cast on Resolution 2 by a Director and by an Associate of a Director. However, the Company need not disregard a vote if it is cast by a Director as a proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by a Director chairing the Meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Accordingly, a Director and Associates of a Director may not vote on Resolution 2.

## **3. RESOLUTION 3 –RATIFICATION OF SHARE ISSUE TO PIPELINE LANDOWNERS (MARCH 2007)**

### **3.1 Background**

As part of its conduct of the Southdown Magnetite project, the Company proposes to transport the magnetite concentrate in slurry form by buried pipeline from the Southdown site into the Albany port area where it will be dewatered and filtered prior to stockpiling for shipping to Kemaman, Malaysia.

The proposed pipeline alignment is to be secured via registered easements which affect 48 freehold or leasehold landowners. As part of the process of securing the grant of easements which the Company intends to register, the Company has issued a total of 14,000 Shares. Resolution 3 seeks Shareholder ratification to the issue of these Shares.

### **3.2 Listing Rule 7.4**

Listing Rule 7.4 permits a company to subsequently approve an issue of securities made without approval under Listing Rule 7.1. Resolution 3 has been included in this Notice to preserve the Company's ability to issue further securities (if necessary) under Listing Rule 7.1. The outcome of Resolution 3 will have no effect on the issue of Shares to the Pipeline Landowners as they have already been issued. However, if Resolution 3 is not approved by Shareholders, it will restrict the ability of the Company to issue securities without Shareholder approval until the Company's 15% capacity is replenished, in accordance with Listing Rule 7.1.

Listing Rule 7.1 provides, in summary, that a listed company may not issue equity securities in any 12 month period which exceed 15% of the number of issued securities of the company held at the beginning of the 12 month period, except with the prior approval of Shareholders of the company in general meeting of the precise terms and conditions of the proposed issue.

Listing Rule 7.4 states that an issue of securities made without approval under Listing Rule 7.1 is treated as having been made with approval for the purpose of Listing Rule 7.1 if the issue did not breach Listing Rule 7.1 and Shareholders subsequently approve it.

### **3.3 Details of the issue**

In accordance with Listing Rule 7.5, Shareholders are advised as follows:

- (a) a total of 14,000 Shares were issued to three (3) Pipeline Landowners on 14 March 2007;
- (b) the Shares were issued at a deemed issue price of \$1.41 per Share for no consideration;
- (c) the Shares issued pursuant to this Resolution 3 rank equally in all respects with all other Shares in the Company and are listed on ASX;
- (e) all the Pipeline Landowners were selected on the basis that they had agreed to grant to the Company the right, via easements which the Company intends to register, to construct the slurry pipeline on land that is owned or leased by the Pipeline Landowners and, as such, the Shares were issued for no consideration and no funds were raised from the issue of such Shares; and
- (f) none of the Pipeline Landowners are Directors or Associates of Directors and none of the Pipeline Landowners are a related party of the Company.

### **3.4 Voting Exclusion Statement**

In accordance with Listing Rule 14.11, the Company will disregard any votes cast on Resolution 3 by a Pipeline Landowner and by an Associate of a Pipeline Landowner. However, the Company need not disregard a vote if it is cast by a Pipeline Landowner as a proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by a representative of a Pipeline Landowner chairing the Meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Accordingly, a Pipeline Landowner and Associates of a Pipeline Landowner may not vote on Resolution 3.

#### **4. RESOLUTION 4 –RATIFICATION OF SHARE ISSUE TO PIPELINE LANDOWNERS (MAY 2007)**

##### **4.1 Background**

Please refer to the information on the Southdown Magnetite Project in section 3.1.

As part of the process of securing the grant of easements which the Company intends to register, the Company has issued a total of 16,500 Shares. Resolution 4 seeks Shareholder ratification to the issue of these Shares.

##### **4.2 Listing Rule 7.4**

Please refer to information on Listing Rule 7.4 in section 3.2 above.

##### **4.3 Details of the issue**

In accordance with Listing Rule 7.5, Shareholders are advised as follows:

- (a) a total of 16,500 Shares were issued to three (3) Pipeline Landowners on 4 May 2007;
- (b) the Shares were issued at a deemed issue price of \$1.69 per Share for no consideration;
- (c) the Shares issued pursuant to this Resolution 4 rank equally in all respects with all other Shares in the Company and are listed on ASX;
- (e) all the Pipeline Landowners were selected on the basis that they had agreed to grant to the Company the right, via easements which the Company intends to register, to construct the slurry pipeline on land that is owned or leased by the Pipeline Landowners and, as such, the Shares were issued for no consideration and no funds were raised from the issue of such Shares; and
- (f) none of the Pipeline Landowners are Directors or Associates of Directors and none of the Pipeline Landowners are a related party of the Company.

##### **4.4 Voting Exclusion Statement**

In accordance with Listing Rule 14.11, the Company will disregard any votes cast on Resolution 4 by a Pipeline Landowner and by an Associate of a Pipeline Landowner. However, the Company need not disregard a vote if it is cast by a Pipeline Landowner as a proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by a representative of a Pipeline Landowner chairing the Meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Accordingly, a Pipeline Landowner and Associates of a Pipeline Landowner may not vote on Resolution 4.

## **5. RESOLUTION 5 –RATIFICATION OF SHARE ISSUE TO PIPELINE LANDOWNERS (JUNE 2007)**

### **5.1 Background**

Please refer to the information on the Southdown Magnetite Project in section 3.1.

As part of the process of securing the grant of easements which the Company intends to register, the Company has issued a total of 9,000 Shares. Resolution 5 seeks Shareholder ratification to the issue of these Shares.

### **5.2 Listing Rule 7.4**

Please refer to the information on Listing Rule 7.4 in section 3.2 above.

### **5.3 Details of the issue**

In accordance with Listing Rule 7.5, Shareholders are advised as follows:

- (a) a total of 9,000 Shares were issued to two (2) Pipeline Landowners on 8 June 2007;
- (b) the Shares were issued at a deemed issue price of \$2.09 per Share for no consideration;
- (c) the Shares issued pursuant to this Resolution 5 rank equally in all respects with all other Shares in the Company and are listed on ASX;
- (e) all the Pipeline Landowners were selected on the basis that they had agreed to grant to the Company the right, via easements which the Company intends to register, to construct the slurry pipeline on land that is owned or leased by the Pipeline Landowners and, as such, the Shares were issued for no consideration and no funds were raised from the issue of such Shares; and
- (f) none of the Pipeline Landowners are Directors or Associates of Directors and none of the Pipeline Landowners are a related party of the Company.

### **5.4 Voting Exclusion Statement**

In accordance with Listing Rule 14.11, the Company will disregard any votes cast on Resolution 5 by a Pipeline Landowner and by an Associate of a Pipeline Landowner. However, the Company need not disregard a vote if it is cast by a Pipeline Landowner as a proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by a representative of a Pipeline Landowner chairing the Meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Accordingly, a Pipeline Landowner and Associates of a Pipeline Landowner may not vote on Resolution 5.

## 6. GLOSSARY OF TERMS

The following terms and abbreviations used in the Notice of Meeting and this Explanatory Memorandum have the following meanings:

"\$"	means Australian dollars.
"Associate"	has the meaning given to it by Division 2 of Part 1.2 of the Corporations Act.
"ASX"	means ASX Limited ACN 008 624 691.
"Board"	means the Board of Directors from time to time.
"Business Day"	means a week day on which banks generally open for business in Perth, Western Australia.
"Chairman"	means the Chairman of the Company.
"Completion Date"	means the fifth Business Day after the date when the conditions precedent of the Sale Agreement (as set out in paragraph (a) to (d) in section 1.2) are satisfied or waived (or such later date as agreed by the Company and RTE).
"Constitution"	means the constitution of the Company from time to time.
"Corporations Act"	means the Corporations Act 2001 (Cth).
"Directors"	means the directors of the Company from time to time.
"Explanatory Memorandum"	means this explanatory memorandum.
"Exploration Licence"	means Exploration Licence E70/2512 containing the eastern 6 km extension of the Southdown Magnetite deposit.
"Grange Resources" or "Company"	means Grange Resources Limited ABN 80 009 132 405.
"Grange Shares"	means Shares to be issued in accordance with the Sale Agreement.
"Listing Rules"	mean the listing rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the official list, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
"Meeting" or "General Meeting"	means general meeting of Shareholders of the Company or any adjournment thereof, convened by the Notice.
"Mining Information"	means information relating to the Exploration Licence.
"Notice" or "Notice of General Meeting"	means the notice of general meeting which accompanies this

<b>"Meeting"</b>	Explanatory Memorandum.
<b>"One Year Option"</b>	means an unquoted option entitling the option holder to subscribe for one Share at the price of \$1.95 per Share.
<b>"Option Deed"</b>	means an option deed proposed to be entered into by the Company and RTE on Completion Date.
<b>"Pipeline Landowners"</b>	means the freehold or leasehold landowners who agreed to grant easements in favour of the Company as more particularly described in sections 3, 4 and 5 of the Explanatory Memorandum.
<b>"Related Corporation"</b>	has the meaning given to Related Body Corporate in the Corporations Act.
<b>"Resolution"</b>	means a resolution referred to in the Notice.
<b>"RTE"</b>	means Rio Tinto Exploration Pty Limited ACN 000 057 125 or its related party nominee.
<b>"Sale Agreement"</b>	means the agreement between the Company and RTE dated 10 August 2007.
<b>"Share"</b>	means a fully paid ordinary share in the capital of the Company.
<b>"Shareholder"</b>	means a holder of shares in the Company.
<b>"Three Year Option"</b>	means an unquoted option entitling the option holder to subscribe for one Share at the price of \$1.50 per Share
<b>"WST"</b>	means western standard time.

## Attachment 1

### TERMS AND CONDITIONS OF THREE YEAR OPTIONS

The material terms and conditions of the Three Year Options are as follows:

- (a) Each Three Year Option entitles the holder to subscribe for one Share.
- (b) The Three Year Options will be issued for free and are exercisable at any time during the period beginning on the date of issue of the Options and expiring three years after the date of issue ("**Three Year Option Expiry Date**") by completing a Three Year Option exercise notice and delivering it to the Company together with the payment for the number of Shares in respect of which the Three Year Options are exercised and any other items as set out in the Option Deed.
- (c) The Three Year Option exercise price is \$1.50 per Share.
- (d) The Three Year Option holder is restricted from transferring the Three Year Options (and any Shares issued upon exercise of any Three Year Options) in the 12 month period commencing from the date of issue of the Three Year Options except in certain circumstances specified in the Option Deed and as set out in section 1.2 of the Explanatory Memorandum.
- (e) All Shares issued upon exercise of the Three Year Options will rank equally in all respects with the Company's then issued Shares. The Company will apply for quotation by ASX of all Shares issued upon exercise of the Three Year Options.
- (f) There are no participating rights or entitlements inherent in the Three Year Options and Three Year Option holder will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Three Year Options. However, the Company will ensure that it gives the Three Year Options holder at least 10 Business Days prior written notice for the record date for determining the entitlements to any such issue. This will give Three Year Option holder the opportunity to exercise their Three Year Options prior to the date for determining entitlements to participate in any such issue.
- (g) If there is a pro-rata issue or bonus issue to the Shareholders between the date of the Option Deed and the later of the subscription of Shares on exercise of a Three Year Option, on the Three Year Option Expiry Date, the exercise price or the number of Shares over which the Three Year Options are exercisable will be adjusted in accordance with the Listing Rules.
- (h) In the event of a reconstruction (including consolidation, subdivision, return, reduction or pro rata cancellation) of the issued capital of the Company occurs between date of the Option Deed and the later of the subscription of Shares on exercise of the Three Year Option or the Three Year Option Expiry Date, the exercise price or the Shares over which the Three Year Options are exercisable in accordance with the requirements of the Listing Rules.

## Attachment 2

### TERMS AND CONDITIONS OF ONE YEAR OPTIONS

The material terms and conditions of the One Year Options are as follows:

- (a) Each One Year Option entitles the holder to subscribe for one Share.
- (b) The One Year Options will be issued for free and are exercisable at any time during the period beginning on the date of issue of the Options and expiring one year after the date of issue ("**One Year Option Expiry Date**") by completing a One Year Option exercise notice and delivering it to the Company together with the payment for the number of Shares in respect of which the One Year Options are exercised and any other items as set out in the Option Deed.
- (c) The One Year Option exercise price is \$1.95 per Share.
- (d) The One Year Option holder is restricted from transferring the One Year Options (and any Shares issued upon exercise of any One Year Options) in the 10 month period commencing from the date of issue of the One Year Options except in certain circumstances specified in the Option Deed and as set out in section 1.2 of the Explanatory Memorandum.
- (e) All Shares issued upon exercise of the One Year Options will rank equally in all respects with the Company's then issued Shares. The Company will apply for quotation by ASX of all Shares issued upon exercise of the One Year Options.
- (f) There are no participating rights or entitlements inherent in the One Year Options and One Year Option holder will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the One Year Options. However, the Company will ensure that it gives the One Year Options holder at least 10 Business Days prior written notice for the record date for determining the entitlements to any such issue. This will give One Year Option holder the opportunity to exercise their One Year Options prior to the date for determining entitlements to participate in any such issue.
- (g) If there is a pro-rata issue or bonus issue to the Shareholders between the date of the Option Deed and the later of the subscription of Shares on exercise of a One Year Option, on the One Year Option Expiry Date, the exercise price or the number of Shares over which the One Year Options are exercisable will be adjusted in accordance with the Listing Rules.
- (h) In the event of a reconstruction (including consolidation, subdivision, return, reduction or pro rata cancellation) of the issued capital of the Company occurs between date of the Option Deed and the later of the subscription of Shares on exercise of the One Year Option or the One Year Option Expiry Date, the exercise price or the Shares over which the One Year Options are exercisable in accordance with the requirements of the Listing Rules.

# Grange Resources Limited

ABN 80 009 132 405

# Proxy Form

### All correspondence to:

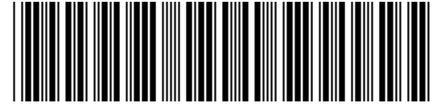
Computershare Investor Services Pty Limited  
GPO Box D182 Perth  
Western Australia 6840 Australia  
Enquiries (within Australia) 1300 557 010  
(outside Australia) 61 3 9415 4000  
Facsimile 61 8 9323 2033  
www.computershare.com

Mark this box with an 'X' if you have made any changes to your address details (see reverse)



000001 000 GRR  
MR JOHN SMITH 1  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

Securityholder Reference Number (SRN)



I 1234567890

I N D

## Appointment of Proxy

I/We being a member/s of Grange Resources Limited and entitled to attend and vote hereby appoint



the Chairman  
of the Meeting  
(mark with an 'X')

OR

If you are not appointing the Chairman of the Meeting as your proxy please write here the full name of the individual or body corporate (excluding the registered Securityholder) you are appointing as your proxy.

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, as the proxy sees fit) at the General Meeting of Grange Resources Limited to be held at Level 11 QBE House, 200 St Georges Terrace, Perth, Western Australia on Friday, 28 September 2007 at 10.00am (WST) and at any adjournment of that meeting.

### IMPORTANT: FOR ITEM 2 BELOW



If the Chairman of the Meeting is your nominated proxy, or may be appointed by default, and you have not directed your proxy how to vote on Item 2 below, please place a mark in this box. By marking this box you acknowledge that the Chairman of the Meeting may exercise your proxy even if he has an interest in the outcome of that Item and that votes cast by him, other than as proxy holder, would be disregarded because of that interest. If you do not mark this box, and you have not directed your proxy how to vote, the Chairman of the Meeting will not cast your votes on Item 2 and your votes will not be counted in computing the required majority if a poll is called on this Item. The Chairman of the Meeting intends to vote undirected proxies in favour of Item 2.

## Voting directions to your proxy - please mark to indicate your directions

	For	Against	Abstain*		For	Against	Abstain*
Item 1 Proposed Issue of Securities to Rio Tinto Exploration Pty Ltd or its nominee (RTE)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 4 Ratification of Share Issue to Pipeline Landowners (May 07)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 2 Remuneration of Directors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Item 5 Ratification of Share Issue to Pipeline Landowners (June 07)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 3 Ratification of Share Issue to Pipeline Landowners (March 07)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

In addition to the intention advised above, the Chairman of the Meeting intends to vote undirected proxies in favour of each of the other items of business.

\* If you mark the Abstain box for a particular item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

## Appointing a second Proxy

I/We wish to appoint a second proxy



Mark with an 'X' if you wish to appoint a second proxy.

AND

 %

OR

State the percentage of your voting rights or the number of securities for this Proxy Form.

## PLEASE SIGN HERE

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

Individual or Securityholder 1

Individual/Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

In addition to signing the Proxy Form in the above box(es) please provide the information below in case we need to contact you.

Contact Name

Contact Daytime Telephone

Date

/ /

GRR

1 9 P R



# How to complete the Proxy Form

## 1 Your Address

This is your address as it appears on the company's Share register. If this information is incorrect, please mark the box and make the correction on the form. Securityholders sponsored by a broker (in which case your reference number overleaf will commence with an 'x') should advise your broker of any changes. **Please note, you cannot change ownership of your securities using this form.**

## 2 Appointment of a Proxy

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box. If the individual or body corporate you wish to appoint as your proxy is someone other than the Chairman of the Meeting please write the full name of that individual or body corporate in the space provided. If you leave this section blank, or your named proxy does not attend the meeting, the Chairman of the Meeting will be your proxy. A proxy need not be a securityholder of the company. Do not write the name of the issuer company or the registered securityholder in the space.

## 3 Votes on Items of Business

You may direct your proxy how to vote by placing a mark in one of the three boxes opposite each item of business. All your securities will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of securities you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on a given item, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

## 4 Appointment of a Second Proxy

You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the company's Share registry or you may copy this form.

To appoint a second proxy you must:

- (a) indicate that you wish to appoint a second proxy by marking the box.
- (b) on each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of securities applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded.
- (c) return both forms together in the same envelope.

## 5 Signing Instructions

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

- Individual: where the holding is in one name, the holder must sign.
- Joint Holding: where the holding is in more than one name, all of the securityholders should sign.
- Power of Attorney: to sign under Power of Attorney, you must have already lodged this document with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.
- Companies: where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

If a representative of a corporate Securityholder or proxy is to attend the meeting the appropriate "Certificate of Appointment of Corporate Representative" should be produced prior to admission. A form of the certificate may be obtained from the company's Share registry or at [www.computershare.com](http://www.computershare.com).

## Lodgement of a Proxy

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given below no later than 48 hours before the commencement of the meeting at 10.00am (WST) on Friday, 28 September 2007. Any Proxy Form received after that time will not be valid for the scheduled meeting.

### Documents may be lodged using the reply paid envelope or:

- IN PERSON Registered Office - Level 11, QBE House, 200 St George's Terrace, PERTH WA 6000 Share Registry - Computershare Investor Services Pty Limited, Level 2, 45 St Georges Terrace, Perth WA 6000 Australia
- BY MAIL Registered Office - Level 11, QBE House, 200 St George's Terrace, PERTH WA 6000 Share Registry - Computershare Investor Services Pty Limited, GPO Box D182, Perth WA 6840 Australia
- BY FAX 61 8 9323 2033

# Grange Resources Limited

ABN 80 009 132 405

# Proxy Form

### All correspondence to:

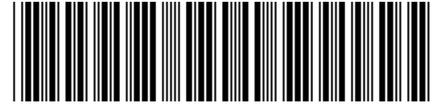
Computershare Investor Services Pty Limited  
GPO Box D182 Perth  
Western Australia 6840 Australia  
Enquiries (within Australia) 1300 557 010  
(outside Australia) 61 3 9415 4000  
Facsimile 61 8 9323 2033  
www.computershare.com

Mark this box with an 'X' if you have made any changes to your address details (see reverse)



000002 000 GRRRM  
MR JOHN SMITH 1  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

Securityholder Reference Number (SRN)



## Appointment of Proxy

I N D

I/We being a member/s of Grange Resources Limited and entitled to attend and vote hereby appoint



the Chairman  
of the Meeting  
(mark with an 'X')

OR

If you are not appointing the Chairman of the Meeting as your proxy please write here the full name of the individual or body corporate (excluding the registered Securityholder) you are appointing as your proxy.

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, as the proxy sees fit) at the General Meeting of Grange Resources Limited to be held at Level 11 QBE House, 200 St Georges Terrace, Perth, Western Australia on Friday, 28 September 2007 at 10.00am (WST) and at any adjournment of that meeting.

### IMPORTANT: FOR ITEM 2 BELOW



If the Chairman of the Meeting is your nominated proxy, or may be appointed by default, and you have not directed your proxy how to vote on Item 2 below, please place a mark in this box. By marking this box you acknowledge that the Chairman of the Meeting may exercise your proxy even if he has an interest in the outcome of that Item and that votes cast by him, other than as proxy holder, would be disregarded because of that interest. If you do not mark this box, and you have not directed your proxy how to vote, the Chairman of the Meeting will not cast your votes on Item 2 and your votes will not be counted in computing the required majority if a poll is called on this Item. The Chairman of the Meeting intends to vote undirected proxies in favour of Item 2.

## Voting directions to your proxy - please mark to indicate your directions

	For	Against	Abstain*		For	Against	Abstain*
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Item 3 Ratification of Share Issue to Pipeline Landowners (March 07)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

In addition to the intention advised above, the Chairman of the Meeting intends to vote undirected proxies in favour of each of the other items of business.

\* If you mark the Abstain box for a particular item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

## Appointing a second Proxy

I/We wish to appoint a second proxy



Mark with an 'X' if you wish to appoint a second proxy.

AND

%

OR

State the percentage of your voting rights or the number of securities for this Proxy Form.

## PLEASE SIGN HERE

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

Individual or Securityholder 1

Individual/Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

In addition to signing the Proxy Form in the above box(es) please provide the information below in case we need to contact you.

Contact Name

Contact Daytime Telephone

Date

/ /

GRR

1 9 P R



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- (c) return both forms together in the same envelope.

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

If a representative of a corporate Securityholder or proxy is to attend the meeting the appropriate "Certificate of Appointment of Corporate Representative" should be produced prior to admission. A form of the certificate may be obtained from the company's Share registry or at [www.computershare.com](http://www.computershare.com).

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- BY MAIL Registered Office - Level 11, QBE House, 200 St George's Terrace, PERTH WA 6000 Share Registry - Computershare Investor Services Pty Limited, GPO Box D182, Perth WA 6840 Australia
- BY FAX 61 8 9323 2033