



# Odin Metals Limited

ABN 32 141 804 104

## **NOTICE OF GENERAL MEETING AND EXPLANATORY MEMORANDUM TO SHAREHOLDERS**

**Date of Meeting**

Thursday, 4 April 2019

**Time of Meeting**

11:00am

**Place of Meeting**

Level 2, 18 Kings Park Road, West Perth WA 6005

**A Proxy Form is enclosed**

Please read this Notice and Explanatory Memorandum carefully.

If you are unable to attend the General Meeting please complete and return the enclosed Proxy Form in accordance with the specified directions.

# Odin Metals Limited

## ABN 32 141 804 104

### NOTICE OF GENERAL MEETING

Notice is given that the General Meeting of Shareholders of Odin Metals Limited ABN 32 141 804 104 will be held at Level 2, 18 Kings Park Road, West Perth WA 6005 on Thursday, 4 April 2019 at 11:00am (AWST) for the purpose of transacting the following business referred to in this Notice of General Meeting.

### AGENDA

#### 1 Resolution 1 – Proposed Issue of Options to Glencore Canada Corporation

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

*“That, for the purpose of Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 50,000,000 Options for nil cash consideration, with each Option having an exercise price of \$0.40 and an expiry date of one year from the closing of the Earn-in Option Agreement, to Glencore Canada Corporation on the terms and conditions set out in the Explanatory Memorandum (including Schedule 1).”*

**Voting exclusion statement:** The Company will disregard any votes cast in favour of Resolution 1 by or on behalf of Glencore Canada Corporation or an Associate of that person. However, the Company need not disregard a vote if:

- (a) it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form; or
- (b) it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

### OTHER BUSINESS

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**To deal with any other business which may be brought forward in accordance with the Constitution and the Corporations Act.**

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Details of the definitions and abbreviations used in this Notice are set out in the Glossary to the Explanatory Memorandum.

**By order of the Board**

Aaron Bertolatti  
Company Secretary

Dated: 5 March 2019

## How to vote

Shareholders can vote by either:

- attending the Meeting and voting in person or by attorney or, in the case of corporate Shareholders, by appointing a corporate representative to attend and vote; or
- appointing a proxy to attend and vote on their behalf using the Proxy Form accompanying this Notice of Meeting and by submitting their proxy appointment and voting instructions in person, by post, electronically via the internet or by facsimile.

### Voting in person (or by attorney)

Shareholders, or their attorneys, who plan to attend the Meeting are asked to arrive at the venue 15 minutes prior to the time designated for the Meeting, if possible, so that their holding may be checked against the Company's share register and their attendance recorded. To be effective a certified copy of the Power of Attorney, or the original Power of Attorney, must be received by the Company in the same manner, and by the same time as outlined for proxy forms below.

### Voting by a Corporation

A Shareholder that is a corporation may appoint an individual to act as its representative and vote in person at the Meeting. The appointment must comply with the requirements of section 250D of the Corporations Act. The representative should bring to the Meeting evidence of his or her appointment, including any authority under which it is signed.

### Voting by proxy

- A Shareholder entitled to attend and vote is entitled to appoint not more than two proxies. Each proxy will have the right to vote on a poll and also to speak at the Meeting.
- The appointment of the proxy may specify the proportion or the number of votes that the proxy may exercise. Where more than one proxy is appointed and the appointment does not specify the proportion or number of the Shareholder's votes each proxy may exercise, the votes will be divided equally among the proxies (i.e. where there are two proxies, each proxy may exercise half of the votes).
- A proxy need not be a Shareholder.
- The proxy can be either an individual or a body corporate.
- Should any resolution, other than those specified in this Notice, be proposed at the Meeting, a proxy may vote on that resolution as they think fit.
- If a proxy is instructed to abstain from voting on an item of business, they are directed not to vote on the Shareholder's behalf on the poll and the Shares that are the subject of the proxy

appointment will not be counted in calculating the required majority.

- Shareholders who return their Proxy Forms with a direction how to vote, but who do not nominate the identity of their proxy, will be taken to have appointed the Chair of the Meeting as their proxy to vote on their behalf. If a Proxy Form is returned but the nominated proxy does not attend the Meeting, the Chair of the Meeting will act in place of the nominated proxy and vote in accordance with any instructions. Proxy appointments in favour of the Chair of the Meeting, the secretary or any Director that do not contain a direction how to vote will be used, where possible, to support each of the Resolutions proposed in this Notice, provided they are entitled to cast votes as a proxy under the voting exclusion rules which apply to some of the proposed Resolutions. However, in exceptional circumstances, the Chair of the Meeting may change his/her voting intention, in which case an ASX announcement will be made. These rules are explained in this Notice.

- To be effective, proxies must be received by 11:00am (AWST time) on Tuesday, 2 April 2019. Proxies received after this time will be invalid.

- Proxies may be lodged at an address below:

**Online** At [www.investorvote.com.au](http://www.investorvote.com.au)

**By mail** Share Registry – Computershare Investor Services Pty Limited, GPO Box 242, Melbourne Victoria 3001, Australia

**By fax** 1800 783 447 (within Australia)  
+61 3 9473 2555 (outside Australia)

**Custodian voting** For Intermediary Online subscribers only (custodians) please visit [www.intermediaryonline.com](http://www.intermediaryonline.com) to submit your voting intention

- The Proxy Form must be signed by the Shareholder or the Shareholder's attorney. Proxies given by corporations must be executed in accordance with the Corporations Act. Where the appointment of a proxy is signed by the appointer's attorney, a certified copy of the Power of Attorney, or the power itself, must be received by the Company at the above address, or by facsimile, and by 11:00am (AWST time) on Tuesday, 2 April 2019. If facsimile transmission is used, the Power of Attorney must be certified.

### Shareholders who are entitled to vote

In accordance with paragraphs 7.11.37 and 7.11.38 of the Corporations Regulations, the Board has determined that a person's entitlement to vote at the General Meeting will be the entitlement of that person set out in the Register of Shareholders as at 4:00pm (AWST time) on Tuesday, 2 April.

# ODIN METALS LIMITED

ABN 32 141 804 104

## EXPLANATORY MEMORANDUM

This Explanatory Memorandum is intended to provide Shareholders with sufficient information to assess the merits of the Resolutions contained in the accompanying Notice of General Meeting of the Company.

Certain abbreviations and other defined terms are used throughout this Explanatory Memorandum. Defined terms are generally identifiable by the use of an upper case first letter. Details of the definitions and abbreviations are set out in the Glossary to the Explanatory Memorandum.

### RESOLUTION 1 – ISSUE OF OPTIONS TO GLENCORE CANADA CORPORATION

The Company proposes to issue a total of 50,000,000 Options (each with an exercise price of A\$0.40 and an expiry date of one year from the closing of the Earn-in Option Agreement) to Glencore.

As announced on 4 February 2019, in further consolidation by it of the prospective Sturgeon Lake Cu, Zn, Pb, Ag District on the historical Mattabi Zinc-Copper Trend, Ontario, Canada, the Company entered into the Earn-in Option Agreement, and related agreements, with Glencore whereby:

- Glencore granted the option to the Company to acquire a 50% interest in the Glencore Sturgeon Lake Properties and associated assets by expending not less than CAD\$6.67m on them over a three-year period. Upon satisfaction of the expenditure requirements and certain other conditions, the Company can enter into a joint venture with Glencore in respect of the Glencore Sturgeon Lake Properties (**Joint Venture**); and
- the Company granted to Glencore the option to acquire a 50% interest in adjacent and nearby properties owned (or which may be owned) by the Company.

As consideration for entering into the Earn-in Option Agreement by Glencore and the Company, the Company agreed to grant Glencore the Options under the Share Option Agreement. The issue of the Options is conditional on the Company obtaining shareholder approval for the purposes of Listing Rule 7.1.

If at any time during the Exercise Period (defined below), the number of Options held result in a fully diluted Glencore holding of less than 19.99% of the Company's issued Shares, then Glencore may elect to purchase an additional 20% interest in the Joint Venture for A\$20 million (**Bump-Up-Right**).

The Company and Glencore acknowledge that the exercise of the Options is subject to Chapter 6 of the Corporations Act and that the Company will not be seeking any approvals in relation to the issue of Shares on exercise of the Options for the purposes of Chapter 6 of the Corporations Act.

Listing Rule 7.1 requires Shareholder approval for the proposed issue of securities in the Company. Listing Rule 7.1 broadly provides, subject to certain exceptions, that Shareholder approval is required for any issue of securities by a listed company, where the securities proposed to be issued represent more than 15% of the Company's securities then on issue.

The following information in relation to the Shares to be issued is provided to Shareholders for the purposes of Listing Rule 7.3:

- (a) the maximum number of Options the Company can issue is 50,000,000;
- (b) the Company will issue the Options on a date, being 1 Business Day following the date of the Meeting (assuming Shareholders approve Resolution 1). In any event no later than three months following the meeting;



## ODIN METALS LIMITED (the Company)

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- (c) the Options will be issued for nil cash consideration. As outlined above, the consideration for the Options is the entering into the Earn-in Option Agreement by Glencore and the Company;
- (d) the Options will be issued to Glencore Canada Corporation;
- (e) the Options will be issued on the terms and conditions set out in Schedule 1;
- (f) no funds will be raised from the issue of the Options as the Options are being issued for nil cash consideration. If all of the Options are exercised, the Company will receive a total of \$20,000,000 and the Company is required to apply at least 90% of the consideration received towards the Joint Venture; and
- (g) a voting exclusion applies to this item of business, as set out in the Notice of Meeting.

### **Directors recommendation**

The Board unanimously recommends that Shareholders vote in favour of Resolution 1.



## ODIN METALS LIMITED (the Company)

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### GLOSSARY

**\$** means Australian dollars.

**Associate** has the meaning given to that term in the Listing Rules.

**ASX** means ASX Limited ABN 98 008 624 691 and, where the context permits, the Australian Securities Exchange operated by ASX Limited.

**AWST** means western standard time as recognised in Perth, Western Australia.

**Board** means the Directors.

**Bonus Issue** has the meaning given to that term in the Listing Rules.

**Business Day** means a day other than a Saturday, Sunday or public or bank holiday in Perth, Australia or Toronto, Canada.

**Chair** means the individual elected to chair any meeting of the Company from time to time.

**Company** means Odin Metals Limited ABN 32 141 804 104.

**Constitution** means the Company's constitution, as amended from time to time.

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

**Directors** means the directors of the Company.

**Earn-in Option Agreement** means the agreement between Glencore, Evandale Minerals Pty Ltd and Odin dated 3 February 2019, pursuant to which Glencore has granted to Evandale an option to acquire a 50% interest in certain properties held by Glencore and known as Glencore's Sturgeon Lake Project.

**Explanatory Memorandum** means the explanatory memorandum accompanying this Notice.

**Glencore** means Glencore Canada Corporation.

**Listing Rules** means the ASX Listing Rules.

**Meeting** means the General Meeting convened by the Notice.

**Notice** means this Notice of General Meeting.

**Notice of Meeting** means this Notice of General Meeting.

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

**Optionholder** means a holder of an Option.

**Pro Rata Issue** has the meaning given to that term in the Listing Rules.

**Proxy Form** means the proxy form accompanying the Notice.

**Record Date** has the meaning given to that term in the Listing Rules.

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

**Securities** has the meaning given to that term in the Listing Rules.

**Share Option Agreement** means the agreement between Glencore and the Company dated 3 February 2019 whereby the Company grants Glencore the Options.

**Shareholder** means a member of the Company from time to time.

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

**Trading Days** has the meaning given to that term in the Listing Rules.

**Volume Weighted Average Market Price** has the meaning given to that term in the Listing Rules.



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### Schedule 1: Terms of Options

The Options entitle Glencore to subscribe for Shares on the following terms and conditions:

- (a) Each Option gives Glencore the right to subscribe for one Share upon exercise of the Option.
- (b) Subject to clause (h)(ii), each Option may be exercised during the period commencing on the Closing Date (as that term is defined in the Earn-in Option Agreement) until one year after the Closing Date (as that term is defined in the Earn-in Option Agreement) (**Exercise Period**).
- (c) Subject to paragraph (l), the amount payable upon exercise of each Option will be \$0.40 (**Exercise Price**).
- (d) Glencore may exercise the Options by:
  - (i) lodging written notice of the exercise of the Options with the Company, at any time during the Exercise Period, which specifies the number of Shares to be issued on exercise of the Options the subject of the notice and the Exercise Price (**Exercise Notice**). The Exercise Notice must be executed by a duly authorised officer of Glencore; and
  - (ii) paying the Exercise Price, in immediately available funds, for each Option being exercised pursuant to the Exercise Notice, at 10:00am on the date that is 2 Business Days after the Exercise Notice is issued to the Company, at the offices of the Company or any other time and place agreed between the Company and Glencore.
- (e) At 10:00am on the date that is 2 Business Days after the Exercise Notice is issued to the Company, at the offices of the Company or any other time and place agreed between the Company and Glencore, the Company will issue the Shares required under these terms and conditions in respect of the number of Options specified in the Exercise Notice free from all encumbrances and register Glencore as the holder of those Shares.
- (f) The terms specified at clauses (d)(ii) and (e) are interdependent.
- (g) The Options may be exercised in one or more tranches.
- (h) An Option will automatically lapse:
  - (i) if it is not exercised within the Exercise Period; or
  - (ii) upon the exercise by Glencore of the Bump-Up-Right (outlined above and defined in the Earn-in Option Agreement).
- (i) The Company will not be obligated to issue any fraction of a Share on the exercise of an Option. If Glencore would, on the exercise of an Option, otherwise have acquired a total number of Shares that includes a fraction of a Share, that number will be rounded down to the nearest whole Share.
- (j) The Options are not transferrable.
- (k) The rights of Glencore as a holder of Options will be changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation.



## ODIN METALS LIMITED (the Company)

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- (l) Glencore has no right to participate in a Pro Rata Issue without exercising the Options. However, if there is a Pro Rata Issue (except a Bonus Issue) to holders of Shares, from the date of the issue the Exercise Price for each Option is reduced according to the following formula:

$$O' = O - \left( \frac{E \times [P - (S + D)]}{N + 1} \right)$$

Where:

- O'** is the new Exercise Price of each Option;
- O** is the old Exercise Price of the Option;
- E** is the number of Shares over which each Option is exercisable;
- P** is the Volume Weighted Average Market Price per Share, calculated over the 5 Trading Days ending on the day before the ex rights date or ex entitlements date;
- S** is the subscription price for a Share under the Pro Rata Issue;
- D** is the dividend due but not yet paid on existing Shares (except those to be issued under the Pro Rata Issue); and
- N** is the number of Securities with rights or entitlements that must be held to receive a right to 1 new Security.
- (m) Glencore has no right to participate in a Bonus Issue without exercising the Options. However, if there is a Bonus Issue to holders of Shares, from the date of the issue the number of Shares over which an Option is exercisable is increased by the number of Shares which Glencore would have received if the Option had been exercised immediately before the Record Date for the Bonus Issue.
- (n) The Company will not apply for quotation of the Options on ASX. However, the Company will apply for quotation of all Shares allotted pursuant to the exercise of Options on ASX within 2 Business Days after the date Glencore is registered as the holder of those Shares.
- (o) All Shares allotted upon the exercise of Options will rank equally in all respects with the Shares already then on issue as from their issue date.
- (p) Subject to paragraph (k) and paragraph (m), an Option does not confer the right to a change in the number of underlying Shares over which the Option can be exercised.