

ASX ANNOUNCEMENT

31 JANUARY 2025

NOTICE OF EXTRAORDINARY GENERAL MEETING

Magnetite Mines Limited (ASX:MGT) (Company) wishes to advise that the following documents will be distributed to shareholders today in relation to the Extraordinary General Meeting (EGM) to be held on Wednesday, 5 March 2025, at 10.00 am (ACDT) in the Torrens Room 2&3, Hotel Grand Chancellor, 65 Hindley Street, Adelaide in connection with obtaining various shareholder approvals for the Company's convertible note funding facility announced on ASX on 13 January 2025, and other matters:

- Shareholder Notice and Access Letter;
- Notice of Extraordinary General Meeting (including the Explanatory Memorandum); and
- Proxy Form.

The Shareholder Notice and Access Letter and Notice of Extraordinary General Meeting will be available on the Company's website at www.magnetitemines.com.

This announcement has been authorised for release to the market by the Board.

For further information contact:

Gemma Brosnan, Director - External Affairs

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ABOUT MAGNETITE MINES

Magnetite Mines Ltd is an ASX-listed iron ore company focused on the development of magnetite iron ore resources in the highly-prospective Braemar iron region of South Australia. The Company has a 100% owned Mineral Resource of 6 billion tonnes of iron ore and is developing the Razorback Iron Ore Project, located 240km from Adelaide, to meet accelerating market demand for premium iron ore products created by iron & steel sector decarbonisation, with the potential to produce high-value Direct Reduction (DR) grade concentrates. Razorback is set to become a very long-life iron ore project with expansion optionality in a tier 1 jurisdiction that will produce a superior iron ore product sought by steelmakers globally. For more information visit magnetitemines.com.

NOTICE OF EXTRAORDINARY GENERAL MEETING – SHAREHOLDER NOTICE AND ACCESS

Dear Shareholder

The Extraordinary General Meeting (**Meeting**) of Shareholders of Magnetite Mines Limited (ABN 34 108 102 432) (**Company**) will be held in the Torrens Room 2&3, Hotel Grand Chancellor, 65 Hindley Street, Adelaide on Wednesday, 5 March 2025, at 10.00 am (ACDT) for the purpose of transacting the business set out in the accompanying Notice of Extraordinary General Meeting.

In accordance with the provisions of the Corporations Act 2001 (Cth), the Company will not be sending hard copies of the Notice of Extraordinary General Meeting to Shareholders (**Notice of Meeting**) unless a Shareholder has requested to receive documents from the Company in physical form. The Notice of Extraordinary General Meeting can be viewed and downloaded from this website link: <https://magnetitemines.com/asx-announcements>.

A copy of your personalised proxy form is enclosed for your convenience. If you would like to vote by proxy in lieu of attending the Meeting in person, please ensure that your proxy form is completed and lodged before 10.00am (ACDT) on Monday, 3 March 2025 in accordance with the instructions on that form.

Further information in relation to the Meeting is contained in the Notice of Extraordinary General Meeting. The Notice of Extraordinary General Meeting and accompanying explanatory memorandum should be read in its entirety. If any Shareholder is in doubt as to how to vote, that Shareholder should seek advice from an accountant, solicitor or other professional adviser prior to voting.

Shareholders can submit questions in advance of the Meeting by emailing the questions to the Company at investor.relations@magnetitemines.com by no later than 10.00am (ACDT) on Monday, 3 March 2025.

If you have any difficulties obtaining a copy of the Notice of Extraordinary General Meeting, please contact Computershare on 1300 850 505 (within Australia) or +61 3 9415 4000 (overseas).

The Board of Directors look forward to your participation at the Meeting and thank you for your continued support.

Yours sincerely,



Paul White
Chair
Magnetite Mines Limited
31 January 2025



ABN 34 108 102 432

NOTICE OF EXTRAORDINARY GENERAL MEETING

Date of Meeting

Wednesday, 5 March 2025

Time of Meeting

10.00 am (ACDT)

Place of Meeting

Torrens Room 2&3, Hotel Grand Chancellor, 65 Hindley Street, Adelaide
(Physical Meeting Only)

A Proxy Form is enclosed

Please read this Notice of Extraordinary General Meeting, together with the accompanying Explanatory Memorandum, carefully.

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

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is given that the Extraordinary General Meeting of Shareholders of Magnetite Mines Limited ABN 34 108 102 432 will be held in the Torrens Room 2&3, Hotel Grand Chancellor, 65 Hindley Street, Adelaide, SA 5000, on Wednesday, 5 March 2025, at 10.00am (ACDT) for the purpose of transacting the following business referred to in this Notice of Extraordinary General Meeting.

AGENDA

Resolution 1 – Approval of issue of Second Tranche Convertible Notes for the purposes of Listing Rule 7.1

To consider and, if thought fit, pass the following resolution as an **Ordinary Resolution**:

"That, for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the issue and allotment of 280,800 Second Tranche Convertible Notes to WVP Emerging Manager Onshore Fund LLC – C/M Capital Series and 1,123,200 Second Tranche Convertible Notes to C/M Capital Master Fund, LP (or their respective nominee), and the issue of such number of ordinary shares upon conversion of those Second Tranche Convertible Notes, on the terms and conditions set out in the Explanatory Memorandum which accompanies and forms part of this Notice of Meeting."

Voting exclusion statement: As required by the Listing Rules, the Company will disregard any votes cast in favour of Resolution 1 by or on behalf of:

- (a) WVP Emerging Manager Onshore Fund LLC – C/M Capital Series and C/M Capital Master Fund, LP;
- (b) any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity); or
- (c) an Associate of those persons.

However, the Company need not disregard a vote cast in favour of Resolution 1 if:

- (a) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (b) it is cast by the Chair as proxy or attorney for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the Chair decides; or
- (c) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
 - (i) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 1 and is not an Associate of a person excluded from voting on this Resolution 1; and
 - (ii) it is cast in accordance with a direction given by the beneficiary to the holder to vote in that way.

Resolution 2 – Approval of issue of Initial Options for the purposes of Listing Rule 7.1

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

"That, for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the issue and allotment of 1,621,271 Initial Options to WVP Emerging Manager Onshore Fund LLC – C/M Capital Series and 6,485,084 Initial Options to C/M Capital Master Fund, LP (or their respective nominee), on the terms and conditions set out in the Explanatory Memorandum which accompanies and forms part of this Notice of Meeting."

Voting exclusion statement: As required by the Listing Rules, the Company will disregard any votes cast in favour of Resolution 2 by or on behalf of:

- (a) WVP Emerging Manager Onshore Fund LLC – C/M Capital Series and C/M Capital Master Fund, LP;
- (b) any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the entity); or
- (c) an Associate of those persons.

However, the Company need not disregard a vote cast in favour of Resolution 2 if:

- (a) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (b) it is cast by the Chair as proxy or attorney for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the Chair decides; or
- (c) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
 - (i) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 2 and is not an Associate of a person excluded from voting on this Resolution 2; and
 - (ii) it is cast in accordance with a direction given by the beneficiary to the holder to vote in that way.

Resolution 3 – Ratification of prior issue of First Tranche Convertible Notes under Listing Rule 7.4

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

"That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue on 24 January 2025 of 259,200 First Tranche Convertible Notes to WVP Emerging Manager Onshore Fund LLC – C/M Capital Series and 1,036,800 First Tranche Convertible Notes to C/M Capital Master Fund, LP (or their respective nominee), on the terms and conditions set out in the Explanatory Memorandum which accompanies and forms part of this Notice of Meeting."

Voting exclusion statement: As required by the Listing Rules, the Company will disregard any votes cast in favour of Resolution 3 by or on behalf of:

- (a) WVP Emerging Manager Onshore Fund LLC – C/M Capital Series and C/M Capital Master Fund, LP;
- (b) any other person who participated in the proposed issue ; or
- (c) an Associate of those persons.

However, the Company need not disregard a vote cast in favour of Resolution 3 if:

- (a) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (b) it is cast by the Chair as proxy or attorney for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the Chair decides; or
- (c) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
 - (i) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 3 and is not an Associate of a person excluded from voting on this Resolution 3; and
 - (ii) it is cast in accordance with a direction given by the beneficiary to the holder to vote in that way.

Resolution 4 – Ratification of prior issue of Commencement Shares under Listing Rule 7.4

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

"That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue on 24 January 2025 of 216,384 Shares to WVP Emerging Manager Onshore Fund LLC – C/M Capital Series and 865,533 Shares to C/M Capital Master Fund, LP (or their respective nominee), on the terms and conditions set out in the Explanatory Memorandum which accompanies and forms part of this Notice of Meeting."

Voting exclusion statement: As required by the Listing Rules, the Company will disregard any votes cast in favour of Resolution 4 by or on behalf of:

- (a) WVP Emerging Manager Onshore Fund LLC – C/M Capital Series and C/M Capital Master Fund, LP;
- (b) any other person who participated in the proposed issue; or
- (c) an Associate of those persons.

However, the Company need not disregard a vote cast in favour of Resolution 4 if:

- (a) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (b) it is cast by the Chair as proxy or attorney for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the Chair decides; or
- (c) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
 - (i) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 4 and is not an Associate of a person excluded from voting on this Resolution 4; and
 - (ii) it is cast in accordance with a direction given by the beneficiary to the holder to vote in that way.

Resolution 5 – Issue of shares to Chairman and non-executive director, Paul White, under the Company's Employee Incentive Plan in lieu of the cash payment of a proportion of director's fees

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

"That, for the purposes of Listing Rule 10.14 and for all other purposes, Shareholders approve the grant of up to 1,031,250 Shares to Chairman and non-executive director of the Company, Paul White, or his Associate under the Company's existing Employee Incentive Plan in lieu of the cash payment of a proportion of the director's fees to Mr White, all on the terms and conditions set out in the Explanatory Memorandum which accompanies and forms part of this Notice of Meeting."

Voting exclusion statement: As required by the Listing Rules, the Company will disregard any votes cast in favour of Resolution 5 by or on behalf of:

- (a) Paul White;
- (b) any other person who is referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Employee Incentive Plan; or
- (c) any Associate of those persons.

However, the Company need not disregard a vote cast in favour of Resolution 5 if:

- (a) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (b) it is cast by the Chair as proxy or attorney for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the Chair decides; or
- (c) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
 - (i) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 5 and is not an Associate of a person excluded from voting on this Resolution 5; and
 - (ii) it is cast in accordance with a direction given by the beneficiary to the holder to vote in that way.

Further, a member of the Company's Key Management Personnel, or their Closely Related Parties (collectively, a **Restricted Voter**) who is appointed as a proxy will not vote on Resolution 5 unless:

- (a) the appointment specifies the way the proxy is to vote on Resolution 5; or
- (b) the proxy is the Chair of the Meeting and the appointment expressly authorises the Chair to exercise the proxy even though Resolution 5 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel. Shareholders should note that the Chair intends to vote any undirected proxies in favour of Resolution 5.

Shareholders may also choose to direct the Chair to vote against Resolution 5 or to abstain from voting.

If any of the persons named above purport to cast a vote other than as permitted above, that vote will be disregarded by the Company (as indicated above) and those persons may be liable for breaching the voting restrictions that apply to them under the Corporations Act.

For the purpose of these voting exclusions, **Closely Related Party** is defined in the Corporations Act and includes a spouse, dependant, and certain other close family members, as well as any companies controlled by a member of the Key Management Personnel.

Resolution 6 – Issue of shares to non-executive director, Simon Wandke, under the Company's Employee Incentive Plan in lieu of the cash payment of a proportion of director's fees

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

"That, for the purposes of Listing Rule 10.14 and for all other purposes, Shareholders approve the grant of up to 458,333 Shares to non-executive director of the Company, Simon Wandke, under the Company's existing Employee Incentive Plan in lieu of the cash payment of a proportion of the director's fees to Mr Wandke, all on the terms and conditions set out in the Explanatory Memorandum which accompanies and forms part of this Notice of Meeting."

Voting exclusion statement: As required by the Listing Rules, the Company will disregard any votes cast in favour of Resolution 6 by or on behalf of:

- (a) Simon Wandke;
- (b) any other person who is referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Employee Incentive Plan; or
- (c) any Associate of those persons.

However, the Company need not disregard a vote cast in favour of Resolution 6 if:

- (a) it is cast by a person as a proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney on the proxy form;
- (b) it is cast by the Chair as proxy or attorney for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the Chair decides; or
- (c) it is cast by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
 - (i) the beneficiary provides written confirmation to the person that the beneficiary is not excluded from voting on this Resolution 6 and is not an Associate of a person excluded from voting on this Resolution 6; and
 - (ii) it is cast in accordance with a direction given by the beneficiary to the holder to vote in that way.

Further, a member of the Company's Key Management Personnel, or their Closely Related Parties (collectively, a **Restricted Voter**) who is appointed as a proxy will not vote on Resolution 6 unless:

- (a) the appointment specifies the way the proxy is to vote on Resolution 6; or
- (b) the proxy is the Chair of the Meeting and the appointment expressly authorises the Chair to exercise the proxy even though Resolution 6 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel. Shareholders should note that the Chair intends to vote any undirected proxies in favour of Resolution 6.

Shareholders may also choose to direct the Chair to vote against Resolution 6 or to abstain from voting.

If any of the persons named above purport to cast a vote other than as permitted above, that vote will be disregarded by the Company (as indicated above) and those persons may be liable for breaching the voting restrictions that apply to them under the Corporations Act.

For the purpose of these voting exclusions, **Closely Related Party** is defined in the Corporations Act and includes a spouse, dependant, and certain other close family members, as well as any companies controlled by a member of the Key Management Personnel.

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



Inthu Siva
Company Secretary

Dated: 31 January 2025

How to vote

Shareholders can vote by either:

- attending the Meeting in person and voting in person or by attorney or, in the case of corporate Shareholders, by appointing a corporate representative to attend the Meeting and vote; or
- appointing a proxy to attend and vote on their behalf using the Proxy Form accompanying this Notice 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. Written proof of the representative's appointment (including any authority under which it is signed) must be lodged with, or presented to the Company before the Meeting.

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.
- If a proxy is not directed on how to vote on an item of business, the proxy may generally vote, or abstain from voting, as they think fit.

- 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 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 on 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 on 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. These rules are explained in this Notice.
- To be effective, proxies must be lodged and received by **10.00am (ACDT) on Monday, 3 March 2025**. Proxies received after this time will be invalid.
- Proxies may be lodged using any of the following methods:
 - **Online:** www.investorvote.com.au
 - **By mobile:** Scan the QR Code on your proxy form and follow the prompts.
 - **By mail:**

Computershare Investor Services Pty Limited
GPO Box 242 Melbourne Victoria 3001
Australia

- **By facsimile**
 (within Australia) 1800 783 447
 (outside Australia) +61 3 9473 2555
- **Custodian voting:** For Intermediary Online subscribers only (custodians) please visit www.intermediaryonline.com to submit your voting intentions.
- **For all enquiries call:**
 (within Australia) 1300 850 505
 (outside Australia) +61 3 9415 4000
- 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, email or by facsimile, and by **10.00am (ACDT) on Monday, 3 March 2025**. 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 Extraordinary General Meeting will be the entitlement of that person set out in the Register of Shareholders as at **7.00pm (AEDT) on Monday, 3 March 2025**.

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 Extraordinary 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 this Explanatory Memorandum.

Background

The Company is continually looking for new capital to fund the early stages of its proposed development of its 100%-owned Razorback Iron Ore Project which is aimed at meeting the accelerating market demand for premium iron ore products created by iron and steel sector decarbonisation.

Partly to support the negotiation and finalisation of binding agreements with JFE Shoji with respect to the proposed funding of the Definitive Feasibility Study for the Razorback Project (following the heads of agreement announced to ASX in July 2024), the Company undertook two rights issues with its existing shareholders in 2024 which were ultimately, not fully subscribed. Since that time the Company's ongoing working capital requirements to support its ongoing work and the negotiations with JFE Shoji have resulted in the Company investigating other capital raising initiatives including share placements with strategic and investment partners. Following its investigations, the Company received an offer from C/M Capital Partners, LP to invest in the Company via a convertible note facility. At the time, this was the only funding alternative capable of acceptance by the Company and so, given the Company's need for ongoing working capital, following some negotiation with C/M Capital Partners, the investment terms were agreed. It is noted that C/M Capital Partners, LP has a successful track record of similar investments in other ASX-listed companies, including other development-stage resource companies.

Further to the above, on 13 January 2025, the Company announced that it had entered into a Convertible Securities Agreement with each of WVP Emerging Manager Onshore Fund LLC – C/M Capital Series and C/M Capital Master Fund, LP (together **C/M Capital**), being US-based investment funds managed by C/M Capital Partners, LP, to provide funding to the Company of up to, in aggregate, \$7,000,000 (before costs) via a multi-tranche convertible note facility, comprising the issue of the following Securities to the funds (or their respective nominee) (**Convertible Note Facility**):

(a) First Tranche Securities:

- (i) 1,296,000 First Tranche Convertible Notes raising a total of \$1,200,000 (**First Investment Amount**); and
- (ii) 1,081,917 Commencement Shares.

(b) Second Tranche Securities:

- (i) 1,404,000 Second Tranche Convertible Notes raising a total of \$1,300,000 (**Second Investment Amount**); and
- (ii) 8,106,355 Initial Options.

(c) Subsequent Tranche Securities:

- (i) subject to agreement of C/M Capital and the Company, up to a maximum of 4,860,000 Subsequent Tranche Convertible Notes, raising up to a further \$4,500,000 in one or more tranches (each a **Subsequent Investment Amount**); and
- (ii) such number of Subsequent Tranche Options which is equal to 50% of each Subsequent Investment Amount divided by 120% of the 15 Trading Day average VWAP up to, but excluding, the closing date in respect of the relevant issue of the Subsequent Tranche Convertible Notes.

On 24 January 2025, the Company issued the First Tranche Securities. The First Tranche Securities were issued utilising the Company's existing capacity to issue further equity securities without shareholder approval under Listing Rule 7.1.

The Second Tranche Securities are proposed to be issued subject to the approval by Shareholders of Resolutions 1 and 2.

Subject to completion of the issue of the First Tranche Securities and the Second Tranche Securities, and the Company agreeing a further investment with C/M Capital, the Company may issue Subsequent Tranche Securities. Unless approved by Shareholders prior to their issue, any issue of Subsequent Tranche Securities will be issued in accordance with the Company's then capacity under Listing Rule 7.1.

The proceeds raised pursuant to first tranche and second tranche of the Convertible Note Facility will be applied by the Company to pay the costs of the lodgement of the Razorback Mining Lease Proposal with the South Australian Government as well as for general working capital requirements of the Company, with the proceeds from any subsequent tranche likely to be used for general working capital requirements of the Company or for any other appropriate use determined by the Board at the time.

C/M Capital may elect to convert any of the convertible notes issued pursuant to the Convertible Note Facility into Shares at any time within a two year period from the date of issue of the convertible note. The number of Shares to be issued upon any conversion is based on a percentage of the Company's VWAP at the time of the conversion. Any convertible notes that have not been converted at the Maturity date must be repurchased by the Company at their face value. Details of the material terms of issue of the convertible notes is set out in **Annexure A**.

The table below sets out examples of the number of Shares into which the convertible notes will be converted based on different conversion prices which will fluctuate depending on the Company's VWAP over time:

Tranche	Conversion price equal to the Market Price (\$0.11)	Conversion price equal to twice the Market Price (\$0.22)	Conversion price equal to \$0.08 (being the lowest possible conversion price under the Convertible Securities Agreements)
First Tranche Convertible Notes (face value of \$1,296,000)	11,781,818	5,890,909	16,200,000
Second Tranche Convertible Notes (face value of \$1,404,000)	12,763,636	6,381,818	17,550,000
Subsequent Tranche Convertible Notes (face value of up to \$4,860,000, subject to agreement between the parties)	44,181,818	22,090,909	60,750,000

Notes:

- "Market Price" is based on the closing price of the Company's Shares on ASX on 24 January 2025 of \$0.11, being the latest practicable date prior to finalising this Notice.
- Under the terms of the Convertible Securities Agreements it has been agreed that C/M Capital and any associates will not convert any convertible notes if on doing so, C/M Capital and its associates aggregate shareholding in the Company will exceed 9.99%. Based on the Company's current issued share capital of 116,433,090 Shares, that equates to a maximum of 11,631,665 Shares in aggregate.

In accordance with ASX Compliance Update no. 05/23, the Company has received legal advice from a suitably qualified and experienced lawyer that the terms of the Convertible Notes are market-standard and that none of the features noted in section 5.9 of Guidance Note 21 are present.

A fee of 5% of the amount of any investment tranche is payable to a third party broker, Brighton Capital, for introducing C/M Capital Partners, LP to the Company.

Resolutions

Resolutions 1 and 2 – Approval of issue of Second Tranche Securities and Initial Options

Listing Rule 7.1

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary securities it had on issue at the start of that period. An issue of equity securities that is approved by the Company's Shareholders under Listing Rule 7.1 will not use up the Company's 15% limit and therefore does not reduce the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1. The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1.

To this end, Resolutions 1 and 2 seek the approval of Shareholders for the issue to C/M Capital of (in aggregate):

- (a) 1,404,000 Second Tranche Convertible Notes (including the potential subsequent issue of up to a maximum of 17,550,000 Shares (subject to rounding) on conversion of the Second Tranche Convertible Notes (**Resolution 1**); and
- (b) 8,106,355 Initial Options (**Resolution 2**),

under and for the purposes of Listing Rule 7.1.

If Resolutions 1 and 2 are approved by the requisite majority of Shareholders, the issue of 1,404,000 Second Tranche Convertible Notes (including the subsequent issue of up to a maximum of 17,550,000 Shares (subject to rounding), assuming a conversion based on the lowest possible conversion price of \$0.08) and 8,106,355 Initial Options will be excluded in calculating the Company's 15% capacity in Listing Rule 7.1 to issue equity securities without Shareholder approval over the 12-month period following the date on which the Second Tranche Convertible Notes and the Initial Options are issued.

If either Resolution 1 or 2 is not approved by the requisite majority of Shareholders, unless the Company has capacity at the time under Listing Rule 7.1 and proceeds with all or some of the issue of the Second Tranche Securities:

- (a) the 1,404,000 Second Tranche Convertible Notes (including the subsequent issue of up to a maximum of 17,550,000 Shares) will not be issued, and the Company will not receive \$1,300,000 in funding that is required by the Company to continue to progress the development of its Razorback Project; and
- (b) the 8,106,355 Initial Options will not be issued, and the Company will need to pay C/M Capital \$175,000 in cash, which given the Company's limited cash resources it would prefer to avoid.

Information required by Listing Rule 7.3

The following information is provided to Shareholders for the purposes of Listing Rule 7.3.

- (a) 280,800 of the Second Tranche Convertible Notes and 1,621,271 of the Initial Options will be issued to WVP Emerging Manager Onshore Fund LLC – C/M Capital Series and 1,123,200 of the Second Tranche Convertible Notes and 6,485,084 of the Initial Options will be issued to C/M Capital Master Fund, LP (or their respective nominee).

- (b) The maximum number of Securities to be issued is:
 - (i) 1,404,000 Second Tranche Convertible Notes (including the potential subsequent issue of up to a maximum of 17,550,000 Shares) (subject to rounding) on conversion of the Second Tranche Convertible Notes; and
 - (ii) 8,106,355 Initial Options.
- (c) The material terms on which the Second Tranche Convertible Notes and the Initial Options are to be issued to C/M Capital are summarised in **Annexure A** and **Annexure B**, respectively.
- (d) The Second Tranche Convertible Notes and the Initial Options will be issued to C/M Capital as soon as practicable following the Meeting and within 3 months of Shareholders approving Resolutions 1 and 2 respectively, or otherwise, as determined by ASX in the exercise of their discretion.
- (e) Each of the Second Tranche Convertible Notes will be issued at a subscription price of \$0.92590 per Second Tranche Convertible Note to raise an aggregate amount of \$1,300,000. The Initial Options will be issued for nil consideration, as free-attaching Options to the Second Tranche Convertible Notes. If all Initial Options are exercised in accordance with their terms, the Company will raise approximately a further \$1,250,000 (before costs), based on the agreed exercise price for each Initial Option of \$0.1542, although there can be no guarantee that C/M Capital will exercise some or all of the Initial Options.
- (f) Funds raised from the issue of the Second Tranche Convertible Notes will be used partially to pay the costs of the lodgement of the Razorback Mining Lease Proposal with the South Australian Government and for general working capital purposes.
- (g) The Second Tranche Convertible Notes and Initial Options will be issued under the terms of the Convertible Securities Agreements entered into between the Company and each of the investment funds, the material terms of which are summarised in **Annexure C**.
- (h) A voting exclusion statement for each of Resolutions 1 and 2 is included in the Notice of Meeting.

Directors' recommendation

The Board recommends that Shareholders vote in favour of Resolutions 1 and 2.

The Chair of the Meeting intends to cast all undirected proxies in favour of Resolutions 1 and 2.

Resolutions 3 and 4 – Ratification of prior issue of First Tranche Securities

Listing Rule 7.4

Resolutions 3 and 4 propose that Shareholders approve and ratify the prior issue and allotment on 24 January 2025 (**First Tranche Issue Date**) of:

- (a) 1,296,000 First Tranche Convertible Notes (including the potential subsequent issue of up to a maximum of 16,200,000 Shares (subject to rounding) (**Resolution 3**); and
- (b) 1,081,917 Commencement Shares (**Resolution 4**),

pursuant to the Convertible Securities Agreements.

Listing Rule 7.4 allows the shareholders of a listed company to ratify and approve an issue of equity securities after it has been made or agreed to be made, provided that the issue did not breach Listing Rule 7.1 or Listing Rule 7.1A at the time of issue. If Shareholders provide such approval, the issue is taken to have been approved under Listing Rule 7.1 and Listing Rule 7.1A (as applicable) and therefore does not reduce the Company's capacity to issue further equity securities without shareholder approval under those Listing Rules.

If Resolutions 3 and 4 are approved by the requisite majority of Shareholders, the issue of 1,296,000 First Tranche Convertible Notes (including the potential subsequent issue of up to a maximum of 16,200,000 Shares (subject to rounding), assuming a conversion based on the lowest possible conversion price of \$0.08) and the issue of 1,081,917 Commencement Shares, will both be excluded in calculating the Company's 15% limit in Listing Rule 7.1 to issue Equity Securities without Shareholder approval over the 12-month period following 24 January 2025, being the date on which the First Tranche Convertible Notes and the Commencement Shares were issued.

If either Resolution 3 or 4 is not approved by the requisite majority of Shareholders, the 1,296,000 First Tranche Convertible Notes (including the potential subsequent issue of up to a maximum of 16,200,000 Shares (subject to rounding), assuming a conversion based on the lowest possible conversion price of \$0.08) and the 1,081,917 Commencement Shares, will both remain on issue, but the issue of those Equity Securities will count towards the calculation of the Company's 15% limit in Listing Rule 7.1 for the 12-month period following 24 January 2025, being the date on which the First Tranche Convertible Notes and the Commencement Shares were issued.

Information required by Listing Rule 7.5

The following information is provided to Shareholders for the purposes of Listing Rule 7.5.

- (a) 259,200 of the First Tranche Convertible Notes and 216,384 of the Commencement Shares were issued to WVP Emerging Manager Onshore Fund LLC – C/M Capital Series and 1,036,800 of the First Tranche Convertible Notes and 865,533 of the Commencement Shares were issued to C/M Capital Master Fund, LP (or their respective nominee).
- (b) The Company issued (in aggregate):
 - (i) 1,296,000 First Tranche Convertible Notes (which could result in the subsequent issue of up to a maximum of 16,200,000 Shares (subject to rounding); and
 - (ii) 1,081,917 Commencement Shares,under Listing Rule 7.1.
- (c) The material terms of the First Tranche Convertible Notes are summarised in **Annexure A**. The Commencement Shares are fully paid ordinary shares in the capital of the Company ranking equally with all other fully paid ordinary shares in the Company on issue.
- (d) The First Tranche Convertible Notes and Commencement Shares were issued on 24 January 2025.
- (e) The First Tranche Convertible Notes were issued at a subscription price of \$0.92590 per First Tranche Convertible Note to raise \$1,200,000. The Commencement Shares were issued upon the commencement of the Convertible Note Facility with a value equivalent to 2% of the facility limit (being \$7,000,000).
- (f) Funds raised from the issue of the First Tranche Convertible Notes will be used to pay the costs of the lodgement of the Razorback Mining Lease Proposal with the South Australian Government and for general working capital purposes.
- (g) The First Tranche Convertible Notes and the Commencement Shares were issued under the terms of the Convertible Securities Agreements entered into between the Company and each of the investment funds, the material terms of which are summarised in **Annexure C**.
- (h) A voting exclusion statement for each of Resolutions 3 and 4 is included in this Notice of Meeting.

Directors' recommendation

The Board recommends that Shareholders vote in favour of Resolutions 3 and 4.

The Chair of the Meeting intends to cast all undirected proxies in favour of Resolutions 3 and 4.

Resolutions 5 and 6 – Issue of shares to non-executive directors, Paul White and Simon Wandke, under the Company’s Employee Incentive Plan in lieu of the cash payment of a proportion of their director’s fees

Resolutions 5 and 6 seek Shareholder approval for the purposes of Listing Rule 10.14, and for all other purposes, for the issue of up to 1,031,250 Shares to the Chairman and non-executive Director, Paul White and the issue of up to 458,333 Shares to non-executive Director, Simon Wandke, or their Associate(s) (**Director Shares**) under the Company’s Employee Incentive Plan (**EIP**), the terms of which were approved for the purposes of Listing Rule 7.1 at the Company’s 2022 AGM. The Director Shares will be issued in accordance with the terms of the EIP. The proposed issue of the Director Shares under the EIP further aligns the interests of the Directors with those of Shareholders in seeking growth in Shareholder value through an increase in the Company’s share price.

Each of Mr White and Mr Wandke are currently paid their Director’s fees in cash on a monthly basis. As part of the Company’s desire to reduce its cash expenditure, Mr White and Mr Wandke have agreed to forego their right to receive a proportion of their Director’s fees in cash, and instead of that cash payment receive the Director Shares under the Company’s EIP with a value that is equal to the value of the cash payment that each Director has agreed to forego.

Upon his appointment as Chair on 23 September 2024, to support the Company’s austerity measures and to assist with cash conservation, Mr. White elected to retain his then non-executive Director fees and forego the increase in Director fees that has historically been paid to the Chair of the Company. Under the new proposal to receive Director Shares instead of a proportion of his Director’s fees in cash, effective from 1 February 2025, Mr. White will commence receiving Director’s fees that align with the Company’s traditional payment for a Chair, being \$90,000 plus \$60,000 Chair allowance plus \$10,000 sub-committee allowance. Mr White has agreed to forego an annual total of \$90,000 of his Director’s fees in cash and instead receive an issue of Shares, of which \$82,500 is the subject of Resolution 5.

Mr. Wandke’s Director’s fees comprise \$90,000 plus \$10,000 sub-committee allowance plus \$10,000 overseas allowance. Mr. Wandke has agreed to forego an annual total of \$40,000 of his Director’s fees in cash and instead receive an issue of Shares, of which \$36,667 is the subject of Resolution 6.

The Director Shares will be issued to each Director on a quarterly basis. The number of Director Shares (rounded to the nearest whole Share) to be issued to each Director at the end of each quarter will be calculated based on the proportion of the cash amount that the Director has agreed to forego for that quarter divided by the Company’s average daily VWAP on ASX over the preceding quarter, subject to a minimum average daily VWAP of \$0.08 (being the same lowest possible conversion price agreed with C/M Capital under the Convertible Securities Agreements). If for any reason the average daily VWAP over the preceding quarter was less than \$0.08 then the Board may determine to either (i) roll over the issue of the Director Shares to the next, or subsequent, quarters and calculate it based on the average daily VWAP at the end of that quarter; (ii) issue such number of Director Shares to the Directors based on a VWAP of \$0.08 and supplement the difference in the number of Director Shares received by the Director based on the VWAP of \$0.08 and the number of Director Shares that the Director should have received based on the actual average daily VWAP with a cash payment; or (iii) pay the Director’s fees in cash.

The approval under Resolutions 5 and 6 is being sought for the arrangement to apply for the months of February and March in the quarter ending 31 March 2025, and for the subsequent three quarters ending 30 June 2025, 30 September 2025 and 31 December 2025 respectively. Subject to agreement with the Directors, the Company may seek a further approval to apply the arrangement for subsequent quarters at a later stage.

An example of the effect of the average daily VWAP on the number of Shares to be issued to the Director under the EIP at the end of each quarter is set out below:

Director	Total number of Shares for the quarter based on an average VWAP equal to Market Price	Total number of Shares for the quarter based on an average VWAP equal to twice the Market Price	Total number of Shares for the quarter based on an average VWAP equal to the minimum VWAP of \$0.08
Paul White			
• 31 March 2025 (February and March only)	136,363	68,181	187,500
• 30 June 2025	204,545	102,272	281,250
• 30 September 2025	204,545	102,272	281,250
• 31 December 2025	204,545	102,272	281,250
Simon Wandke			
• 31 March 2025 (February and March only)	60,609	30,304	83,333
• 30 June 2025	90,909	45,454	125,000
• 30 September 2025	90,909	45,454	125,000
• 31 December 2025	90,909	45,454	125,000

Note – Market Price is based on the closing price of the Company's Shares on ASX on 24 January 2025 of \$0.11, being the latest practicable date prior to finalising this Notice.

The Directors reserve the right to cease the arrangement at any time, in which case the Company will need to revert to the current arrangement of paying each Director their Director's fees in cash.

Information Requirements

Listing Rule 10.14

Listing Rule 10.14 provides that the Company, as a listed company, must not permit any of the following persons to acquire issue Equity Securities in the Company under an employee incentive scheme without Shareholder approval:

- (a) a director of the Company;
- (b) an Associate of a person referred to in (a) above; and
- (c) a person whose relationship with the Company or a person referred to in (a) or (b) above is such that, in ASX's opinion, the acquisition should be approved by Shareholders.

Mr White and Mr Wandke are each non-executive directors of the Company.

If Resolutions 5 and 6 are approved by the requisite majority of Shareholders, then the Company will be permitted to issue the Director Shares to the relevant Director at the end of each quarter, and in addition to approval being given for the purposes of Listing Rule 10.14, the issue will not utilise any of the Company's placement capacity under Listing Rule 7.1.

If either of Resolution 5 or 6 is not approved by the requisite majority of Shareholders, the Company will not be permitted to issue the Director Shares to that Director, and the Director will retain their entitlement to a payment of their Director's fees in cash, further depleting the Company's cash resources. In the Board's view this does not align with the rationale of issuing an equity instrument to the two Directors (which aligns with Shareholders' interests) to save cash resources and nor does it benefit the Company's desire to preserve its cash reserves to advance its operational business plan.

Listing Rule 10.15

For the purposes of Listing Rule 10.15, the following information is provided in relation to the proposed issue of the Director Shares:

- (a) each of the following Directors (or their Associate(s)) are entitled to the number of Director Shares set out opposite their name:
 - (i) Paul White – up to 1,031,250 Shares; and
 - (ii) Simon Wandke – up to 458,333 Shares.
- (b) each of the above persons is a related party of the Company by virtue of being a Director;
- (c) the two Directors current total annual remuneration package is as follows, payable in cash by the Company in monthly instalments:
 - (i) Paul White – Effective 1 February, as Chair of the Company, Mr White is entitled to receive total annual Director's fees of \$150,000 plus \$10,000 sub-committee allowance. Subject to Resolution 5 being approved by Shareholders, Mr White has agreed to receive \$70,000 of his total Director's fees in cash and \$90,000 by way of the issue of Shares, \$82,500 of which is the subject of Resolution 5; and
 - (ii) Simon Wandke – As a non-executive Director Mr Wandke is entitled to receive total annual Director's fees of \$90,000 plus \$10,000 sub-committee allowance plus \$10,000 overseas allowance. Subject to Resolution 6 being approved by Shareholders, Mr Wandke has agreed to receive \$70,000 of his total Director's fees in cash and \$40,000 by way of the issue of Shares, \$36,667 of which is the subject of Resolution 6.
- (d) neither Mr White nor Mr Wandke has previously received any securities pursuant to the Company's EIP;
- (e) the Director Shares will be issued as soon as practicable following the end of the quarter in which the Director is due Director's fees, and in any event on a date no later than 3 years after the date of the Meeting unless otherwise extended by way of ASX granting a waiver to the Listing Rules;
- (f) the Director Shares will be issued at the price based on the Company's average daily VWAP over the relevant quarter, subject to a minimum average daily VWAP of \$0.08, as set out above;
- (g) a summary of the material terms of the Company's EIP is set out in **Annexure D**;
- (h) details of the Director Shares granted under the EIP will be published in the Company's annual report for the period in which they are issued, along with, where applicable, a statement that approval of the issue was obtained under Listing Rule 10.14;
- (i) any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the EIP after the date Resolution 5 and/or 6 is approved by Shareholders, and who is not named in this Notice, will not participate in the EIP until approval is obtained under Listing Rule 10.14; and
- (i) a voting exclusion statement applies to Resolutions 5 and 6 as set out in the Notice.

Related party transactions generally

Chapter 2E of the Corporations Act prohibits a public company from giving a financial benefit to a related party of the public company unless either:

- (a) the giving of the financial benefits falls within one of the nominated exceptions to the provision; or
- (b) Shareholder approval is obtained prior to the giving of the financial benefit and the benefit is given within 15 months after obtaining such approval.

For the purposes of Chapter 2E of the Corporations Act, each of the Directors is a related party of the Company.

Details of the financial benefit, including reasons for giving the type and quantity of the benefit

Section 210 of the Corporations Act provides that Shareholder approval is not required for the purposes of section 208 in circumstances where the financial benefit would be reasonable in the circumstances if the public company and the related party were dealing at arm's length or are less favourable to the related party than those terms. In addition, section 211 of the Corporations Act provides that Shareholder approval is not required for the purposes of section 208 in circumstances where the financial benefit is remuneration to a related party as an officer of the public company.

Accordingly, Shareholder approval is not being sought for the purposes of section 208 of the Corporations Act on the basis that the proposed issue of the Director Shares is reasonable in the circumstances as though the Company and the related party were dealing at arm's length because the financial benefit is equal in value to the remuneration to which the Director is currently entitled under their engagement with the Company, and it is effectively remuneration that is considered to be reasonable in the circumstances. Accordingly, the exceptions in sections 210 and 211 of the Corporations Act are considered to apply to Resolutions 5 and 6.

Having considered the Company's circumstances and the Directors' position with the Company, the Board (in the absence of each Director regarding their respective Director Shares) considers that the financial benefits conferred by the issue of the Director Shares to the Directors is appropriate as they:

- (a) reflect reasonable remuneration for prior services performed to the Company;
- (b) further align the interests of the Directors with those of Shareholders; and
- (c) preserve the Company's cash resources for operational matters,

and therefore, the **exceptions** in sections 210 and 211 apply.

Board recommendation

The Board (with each Director abstaining from the Resolution of which they are the subject) recommends Shareholders vote in favour of each of Resolutions 5 and 6 on the basis set out above. The Chairman of the Meeting at the time that each Resolution is proposed intends to vote all undirected proxies in favour of each of Resolutions 5 and 6.

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.

ACDT means Australian Central daylight saving time.

AEDT means Australian Eastern daylight saving time.

Board means the Directors.

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

Closely Related Party has the meaning given to that term in the Corporations Act.

C/M Capital means each of:

- (a) WVP Emerging Manager Onshore Fund LLC – C/M Capital Series; and
- (b) C/M Capital Master Fund, LP, being investment funds managed by C/M Capital Partners, LP.

Commencement Shares means the Shares issued to the C/M Capital Investors on the First Tranche Issue Date under the Convertible Securities Agreements.

Company means Magnetite Mines Limited ABN 34 108 102 432.

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

Convertible Note means a convertible debt security issued by the Company on the terms summarised in **Annexure A**.

Convertible Securities Agreements means the agreements entered into by the Company with each of:

- (a) WVP Emerging Manager Onshore Fund LLC – C/M Capital Series; and
- (b) C/M Capital Master Fund, LP,

to provide funding to the Company of up to, in aggregate, a maximum of \$7,000,000 via the issue of Convertible Notes, Options and Shares in various tranches as announced by the Company to ASX on 13 January 2025.

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

Directors means the directors of the Company.

EIP means the Company's Employee Incentive Plan adopted by the Company in 2022 and approved by Shareholders at the 2022 AGM.

Equity Securities has the meaning given to

that term in the Listing Rules.

Explanatory Memorandum means the explanatory memorandum forming part of, and accompanying, this document.

First Tranche Convertible Notes means the Convertible Notes issued on the First Tranche Issue Date to C/M Capital under the Convertible Securities Agreements.

First Tranche Issue Date means 24 January 2025.

First Tranche Securities means the First Tranche Convertible Notes and the Commencement Shares.

Initial Options means the Options proposed to be issued to C/M Capital which are the subject of Shareholder approval in Resolution 2.

Key Management Personnel has the meaning given to that term in the Accounting Standards.

Listing Rules means the ASX Listing Rules.

Meeting means the Extraordinary General Meeting convened by the Notice.

Notice, Notice of Meeting or Notice of Extraordinary General Meeting means this notice of extraordinary general meeting, including the Explanatory Memorandum.

Option means an option over Shares issued to C/M Partners on the terms summarised in **Annexure B**.

Ordinary Resolution means a resolution that can only be passed if at least 50% of the total votes cast by Shareholders entitled to vote on the resolution are voted in its favour at the meeting.

Proxy Form means the proxy form accompanying the Notice.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Resolution means a resolution contained in the Notice.

Second Tranche Convertible Notes means the Convertible Notes proposed to be issued to C/M Capital which are the subject of Shareholder approval in Resolution 1.

Second Tranche Securities means the Second Tranche Convertible Notes and the Initial Options.

Securities means Shares, Options or Convertible Notes (as the context requires).

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

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

Subsequent Tranche Convertible Notes means the Convertible Notes which may be issued by the Company in favour of C/M Capital, in accordance with the Convertible Securities Agreements, following the issue of the First Tranche Securities and Second Tranche Securities.

Subsequent Tranche Options means the Options which may be issued with the Subsequent Tranche Convertible Notes, in accordance with the Convertible Securities Agreements, following the issue of the First Tranche Securities and Second Tranche Securities.

Subsequent Tranche Securities means Subsequent Tranche Convertible Notes and Subsequent Tranche Options.

Trading Day means a day determined by ASX to be a trading day in accordance with the Listing Rules.

VWAP means the volume weighted average price of trading of the Shares on ASX.

Annexure A – Material terms of Convertible Notes

Number of Convertible Notes	1,296,000 First Tranche Convertible Notes 1,404,000 Second Tranche Convertible Notes Up to 4,860,000 Subsequent Convertible Notes (subject to agreement by C/M Capital and the Company)
Subscription Price	\$0.92590 per Convertible Note
Face Value	Each Convertible Note will have a face value of \$1.00.
Maturity Date	24 months from the date of issue.
Interest Rate	Upon an event of default occurring, the Company must pay interest at a rate of 12% per annum on the amount of the face value of all Convertible Notes issued which have not been converted or repurchased, calculated daily and compounded monthly. Interest is not otherwise payable on the Convertible Notes.
Conversion of Convertible Notes	C/M Capital may (at its absolute discretion) convert the Convertible Notes (in a minimum parcel with a face value of at least \$100,000) at any time prior to the date which is 24 months from their date of issue, by giving the Company a conversion notice. The conversion will occur within three business days of receipt of the notice. The number of Shares to which the Noteholder is entitled upon conversion of the Convertible Notes is determined by the following formula: Number of Shares = RA / Conversion Price where: RA means the Repayment Amount of the Convertible Note being converted. Conversion Price means the applicable conversion price per Convertible Note. The applicable conversion price is set out below. Upon conversion of the Convertible Notes: (a) the applicable Convertible Notes are cancelled and may not be reissued; and (b) the face value of the Convertible Notes which have been converted will be deemed satisfied.
Conversion by the Company	The Company has no right to require the C/M Capital to convert any Convertible Notes at any time.
Conversion Price	In respect of the First Tranche Convertible Notes and the Second Tranche Convertible Notes, the conversion price will be the higher of: (a) if the Conversion Notice is given on or before the date that is two months after the First Tranche Issue Date, 100% of the ten (10) Trading Days (on which Shares were traded in the ordinary course of business on the ASX) average VWAP, up to but excluding the date of execution of the Convertible Securities Agreements (Conversion Price A); or (b) if the Conversion Notice is given after the date that is two months following the First Tranche Issue Date, 90% of the average of the two lowest daily VWAPs during the preceding fifteen (15) Trading Days on which Shares were traded in the ordinary course of business on the ASX up to but excluding the date on which the Conversion Notice is received by the Company; and (c) \$0.08. In respect of the Subsequent Convertible Notes, the higher of: (a) 90% of the average of the two lowest daily VWAPs during the preceding fifteen (15) Trading Days on which Shares were traded in the ordinary course of business on the ASX up to but excluding the date on which the Conversion Notice is received by the Company; and (b) \$0.08.

Security Interest	The Convertible Notes are unsecured debt obligations of the Company.
Repurchase	So long as: (a) there is no existing event of default; and (b) C/M Capital has not issued a conversion notice, the Company may elect to repurchase all of the outstanding Convertible Notes on issue at any time before the Maturity Date at a 1.05 times premium, subject to compliance with the law and Listing Rules. If the Company issues notice with respect to the repurchase of Convertible Notes on issue, C/M Capital may elect to convert up to 30% of the Convertible Notes the subject of the repurchase notice.
Repayment	If the Noteholder has not notified the Company in writing by the day that is 10 business days prior to the Maturity Date that it will be converting the Convertible Notes (in whole or in part), the Company is to pay in full to the holder of the Convertible Notes, the face value of the Convertible Notes (and any accrued but unpaid interest). If an event of default is subsisting after the Company has received 10 business days' written notice from the noteholder setting out details of the event of default and requiring repayment of the Convertible Notes, the Company must repay the face value of the outstanding Convertible Notes held by the noteholder together with any accrued but unpaid interest. The Convertible Securities Agreement contains various events which constitute events of default which are considered standard for agreements of this nature. If there occurs a Change of Control Event, a Qualifying Capital Raising Event or Delisting Event, the Noteholder may require repayment by the Company of some or all of the Convertible Notes on or before the completion of any such event. Change of Control Event means each of: (a) a takeover bid being made to acquire all of the Company's shares and: • the offer under the takeover bid is, or becomes, unconditional; and • the bidder has acquired at any time during the offer period (or after the close of the offer period) a relevant interest in more than 50% of the Shares on issue; and (b) a court approves a proposed scheme of arrangement which, when implemented, will result in a person having a relevant interest in 100% of the Shares on issue in the Company (where the requisite shareholder approval has also been obtained), Delisting Event means where the Shares are no longer quoted on ASX or the Shares are suspended from trading on ASX for a period of 20 consecutive business days, and in either case, other than as a result (directly or indirectly) of a Change of Control Event. Qualifying Capital Raising Event means capital raises under which the Company raises in aggregate \$10million or more during the term of the Convertible Securities Agreements.
Ranking on Conversion	Shares issued on conversion of the Convertible Notes will rank equally with existing Shares on issue.
Reconstruction of Capital	In the event of a consolidation, subdivision or similar reconstruction of the issued capital of the Company, the terms of the Convertible Notes will be reconstructed in accordance with the requirements of the Listing Rules.

Participation Rights	The Convertible Notes will not carry any entitlement to participate in future issues of securities by the Company prior to any conversion of the Convertible Notes into Shares.
No Voting Rights	Except as required by the Corporations Act, the Convertible Notes will not carry a right to vote at meetings of the Company prior to any conversion of the Convertible Notes.
Transfer	The Convertible Notes are non-transferable.

Annexure B – Material Terms of Options

1. The Options shall be issued for no cash consideration.
2. Each Option entitles the holder to subscribe for one fully paid ordinary share in the Company upon exercise of the Option.
3. The exercise price of each Option is:
 - a. in respect of the Initial Options - 120% of the 15 Trading Day (on which Shares were traded in the ordinary course of business on the ASX) average VWAP per Share up to but excluding the date of execution of the Convertible Securities Agreements; and
 - b. in respect of any Subsequent Tranche Options - 120% of the 15 Trading Day (on which Shares were traded in the ordinary course of business on the ASX) average VWAP up to but excluding the date on which the Subsequent Tranche Convertible Notes are issued,
(**Exercise Price**).
4. The Options will expire at 5:00pm (Adelaide time) on the date being 36 months after issue (**Expiry Date**). Any unexercised Options on issue at the Expiry Date will automatically lapse on the Expiry Date and be cancelled by the Company.
5. The Options are not transferable and will not be quoted on any securities exchange.
6. The Options may be exercised at any time wholly or in part by delivering a duly completed form of notice of exercise together with payment for the Exercise Price per Option to the Company at any time on or after the date of issue of the Options and on or before the Expiry Date. Payment may be made as directed by the Company from time to time, which may include by cheque, electronic funds transfer or other methods.
7. Upon the valid exercise of the Options and payment of the Exercise Price, the Company will within 3 Business Days issue fully paid ordinary shares ranking *pari passu* with the then issued ordinary shares.
8. Unless the Options were issued under a Short Form Prospectus or subject to a Cleansing Prospectus, the Company must either:
 - a. within five Business Days of the issue of shares under paragraph 7 above, provide ASX with a written notice pursuant to section 708A(5) of the Corporations Act meeting the requirements of section 708A(6) of the Corporations Act, in a form, and containing the information, that is sufficient to permit secondary trading on the ASX of those shares (**Cleansing Statement**); or
 - b. where unable to issue a Cleansing Statement, as soon as is reasonably practicable and in any event within 10 Business Days of issue of the resultant shares under paragraph 7 above, issue a prospectus or other form of disclosure document to enable those shares to be freely on-sold.
9. Option holders do not have a right to vote at meetings of the Company.
10. Option holders do not have any right to participate in new issues of securities in the Company made to Shareholders generally. The Company will, where required pursuant to the Listing Rules, provide Option holders with notice prior to the record date (to determine entitlements to any new issue of securities made to shareholders generally) to exercise the Options, in accordance with the requirements of the Listing Rules.
11. Option holders do not participate in any dividends unless the Options are exercised and the resultant shares of the Company are issued prior to the record date to determine entitlements to the dividend.
12. In the event of any reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company:
 - a. the number of Options, the Exercise Price of the Options, or both, will be reorganised (as appropriate) in a manner consistent with the Listing Rules as applicable at the time of reorganisation, but with the intention that such reorganisation will not result in any benefits being conferred on the holders of the Options which are not conferred on shareholders; and
 - b. subject to the provisions with respect to rounding of entitlements as sanctioned by a meeting of shareholders approving a reorganisation of capital, in all other respects the terms for the

exercise of the Options will remain unchanged.

13. If there is a pro rata issue (except a bonus issue), the Exercise Price of an Option may be reduced according to the following formula:

$$O_n = O - \frac{E [P - (S + D)]}{N + 1}$$

Where:

O_n = the new exercise price of the Option;

O = the old exercise price of the Option;

E = the number of underlying securities into which one Option is exercisable;

P = the volume weighted average market price per security of the underlying securities during the five trading days ending on the day before the ex right date or the ex entitlements date;

S = the subscription price for a security under the pro rata issue;

D = dividend due but not yet paid on the existing underlying securities (except those to be issued under the pro rata issue); and

N = the number of securities with rights or entitlements that must be held to receive a right to one new security.

14. If there is a bonus issue to the holders of shares in the Company, the number of shares over which the Option is exercisable may be increased by the number of shares which the Option holder would have received if the Option had been exercised before the record date for the bonus issue.
15. The terms of the Options may only be amended in compliance with the Listing Rules.
16. Subject to the Company being listed on ASX at the time, the Company shall apply for quotation on ASX of the resultant Shares issued upon exercise of any Option.

Annexure C – Material Terms of Convertible Securities Agreement

1. **Overview:** C/M Capital will invest in aggregate up to a maximum of \$7,000,000 in three or more tranches, subject to satisfaction of customary conditions precedent (including confirmation by the Company that it has performed or complied in all material respects with all obligations required to be performed or complied with under the Convertible Securities Agreements), via the issue of Convertible Notes.
2. **Conditions:** The conditions include, but are not limited to:
 - a. in respect of the Second Investment Amount, the Company obtaining Shareholder approval to issue the relevant securities;
 - b. in respect of the First Investment Amount, Second Investment Amount and each Subsequent Investment Amount, the Company issuing a cleansing statement or lodging a prospectus (if necessary), such that following conversion of the Convertible Notes there are no restrictions for the on-sale of Shares;
 - c. in respect of each closing date for the First Investment Amount, Second Investment Amount and each Subsequent Investment Amount, the Shares having remained continuously quoted on ASX without suspension for more than five trading days in the 12-month period prior to the relevant closing date; and
 - d. in respect of each Subsequent Investment Amount, C/M Capital and the Company agreeing to the Subsequent Investment.
3. **Shares:** Upon the issue of the First Tranche Convertible Notes, the Company must issue to C/M Capital (or their respective nominee), 1,081,917 Commencement Shares for nil consideration, being 2% of the aggregate maximum investment amount under the Convertible Securities Agreements.
4. **Options:**
 - a. Following obtaining Shareholder approval, the Company must issue to C/M Capital (or their respective nominee), 8,106,355 Options for nil consideration, or if Shareholder approval is not obtained, pay to C/M Partners \$175,000 (in aggregate) (**Option Fee**); and
 - b. Upon the issue of any Subsequent Tranche Convertible Notes, the Company must issue to C/M Capital (or their respective nominee), Options equal to 50% of the investment amount in respect of each issue of Subsequent Tranche Convertible Notes divided by 120% of the 15 Trading Day average VWAP up to but excluding the closing date in respect of the relevant issue of Subsequent Tranche Convertible Notes, for nil consideration.
5. **Term:** The Convertible Securities Agreements commence on the date of execution and end on the Business Day following repayment or conversion of all outstanding Convertible Notes, unless terminated earlier in accordance with their terms.
6. **Termination:** The Convertible Securities Agreements may be terminated:
 - a. by the mutual written consent of the relevant parties, at any time;
 - b. by the Company only after:
 - i. completion of the issue of the First Tranche Securities and the Commencement Shares;
 - ii. the Initial Options have been issued or the Option Fee has been paid; or
 - iii. the Second Tranche Convertible Securities have been issued,on giving written notice to C/M Capital, provided that the Company has paid C/M Capital all money due and payable or which may become due for payment to C/M Capital at any specified time, including without limitation the Face Value of the Convertible Notes issued; and
 - c. by C/M Capital, if a closing condition for an investment tranche has not been satisfied or waived (if capable of waiver) or where an event of default occurs and is continuing.
7. **Use of Proceeds:** The parties agree that the Company will use all proceeds under the Convertible Securities Agreements primarily for the general working capital requirements of the Company.
8. **Shareholding limitation:** C/M Capital has agreed that it will not be required by the Company to acquire a relevant interest in any Shares which causes, or would cause, C/M Capital's (and its associates) voting power in the Company to exceed 9.99%.
9. **Other Terms:** the Convertible Securities Agreements contains customary investor protections such as negative covenants, representations and warranties.

Annexure D – Material terms of the Company’s Employee Incentive Plan

Eligibility	A person may participate in the EIP if: - the Board considers that person to be a current or prospective employee or contractor of the Company, or any of its Related Bodies Corporate, or is an associate of the employee (whether full-time, part-time and whether past, current or prospective); - the person is a current or prospective officer (whether executive or non-executive) of the Company, or its Related Bodies Corporate; or - the Board determines that that person is an immediate family member of the above, (Eligible Employees).
Administration of the EIP	The Board is responsible for operation of the EIP and may determine which Eligible Employees will be offered Equity Securities under the EIP.
Offer	The Board may issue an Eligible Employee with an invitation to apply for any number of Equity Securities, on such terms as the Board determines.
Renounceable	An invitation to an Eligible Employee to apply for Equity Securities may be renounced to: - an immediate family member; - a company whose members comprise no persons other than the Eligible Employee or their immediate family members; and - a corporate trustee of a self-managed superannuation fund where the Eligible Employee is a director of the trustee.
Securities	The Equity Securities that can be offered to Eligible Employees under the EIP are as follows: - Shares – Fully paid ordinary shares in the capital of the Company; - Options – An option to acquire a Share subject to payment of an exercise price; and - Performance Rights and Options – rights that vest and may be exercisable into Shares based on vesting conditions determined by the Board.
Assignment	An Equity Security awarded under this EIP may not be assigned unless otherwise determined by the Board.
Restrictions on Transfer	Equity Securities may not be transferred, assigned, encumbered or otherwise disposed of by the Eligible Employee except by transmission on the death of the Eligible or with the written agreement of the Board.
Vesting	Equity Securities which have vesting conditions will vest in accordance with their vesting conditions which are determined by the Board. The Board may accelerate the vesting of these securities or, by notice to the relevant Eligible Employee, vary or waive vesting conditions, or bring forward the date on which they vest.
Rights attaching to Shares	Shares issued in accordance with this EIP or upon exercise of a convertible Equity Security will be fully paid ordinary shares, which rank equally with all existing Shares from their date of issue.

Bonus Issues	If there is a bonus issue while an Eligible Employee holds a vested convertible Equity Security, the number of Shares an Eligible Employee will receive upon exercise of their convertible Equity Security will increase by the number of Shares the Eligible Employee would have received if the Eligible Employee had exercised their convertible Equity Security before the record date of the bonus issue.
Variations	If there is a variation in the share capital of the Company, the number of Shares over which a convertible Equity Security is exercisable will be adjusted in the manner determined by the Board to be fair and reasonable. If the variation affects the potential for the satisfaction of a vesting condition, the Board may adjust those vesting conditions in a manner it determines to be fair and reasonable, and so as to ensure that no Eligible Employee is advantaged or disadvantaged by the variation. Any adjustments pursuant to a variation will be subject to the limitations in the Corporations Act and the Listing Rules.
Expiry	The Board will determine the expiry date for convertible Equity Securities. A convertible Equity Security may only be exercised if it vests before its expiry date. If an Eligible Employee becomes a good leaver, the Board may determine what number of that Eligible Employee's unvested convertible Equity Securities shall vest, and the rest of the unvested convertible Equity Security will immediately expire. If a participant becomes a bad leaver, all convertible Equity Securities granted to that participant will automatically expire.
Termination	The Board may terminate or suspend the operation of the EIP, or cancel the EIP. Equity Securities granted prior to such termination or suspension shall continue, and their terms will be governed by the EIP as if it had not been suspended or terminated.
Change of Control	If a takeover bid is made for the Company, a Court orders a meeting of the Company to consider a scheme of arrangement, or the Board determines another transaction has occurred or is likely to occur, that will result in a change of control of the Company, the Board may determine that some, or all, convertible Equity Securities that have not vested will vest on a date determined by the Board.

Need assistance?



Phone:

1300 850 505 (within Australia)
+61 3 9415 4000 (outside Australia)



Online:

www.investorcentre.com/contact



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **10:00am (ACDT) on Monday, 3 March 2025.**

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

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

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 sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative

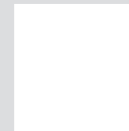
If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com/au and select "Printable Forms".

Lodge your Proxy Form:

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



Control Number: 184701

SRN/HIN:

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia



PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

☐ **Change of address.** If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.

Proxy Form

Please mark ☒ to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

I/We being a member/s of Magnetite Mines Limited hereby appoint

☐ the Chairman of the Meeting **OR**

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

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, and to the extent permitted by law, as the proxy sees fit) at the Extraordinary General Meeting of Magnetite Mines Limited to be held at Torrens Room 2&3, Hotel Grand Chancellor, 65 Hindley Street, Adelaide, SA 5000 on Wednesday, 5 March 2025 at 10:00am (ACDT) and at any adjournment or postponement of that meeting.

Chairman authorised to exercise undirected proxies on the remuneration related resolutions: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Resolutions 5 and 6 (except where I/we have indicated a different voting intention in step 2) even though Resolutions 5 and 6 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Resolutions 5 and 6 by marking the appropriate box in step 2.

Step 2 Items of Business

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

		For	Against	Abstain
Resolution 1	Approval of issue of Second Tranche Convertible Notes for the purposes of Listing Rule 7.1	☐	☐	☐
Resolution 2	Approval of issue of Initial Options for the purposes of Listing Rule 7.1	☐	☐	☐
Resolution 3	Ratification of prior issue of First Tranche Convertible Notes under Listing Rule 7.4	☐	☐	☐
Resolution 4	Ratification of prior issue of Commencement Shares under Listing Rule 7.4	☐	☐	☐
Resolution 5	Issue of shares to Chairman and non-executive director, Paul White, under the Company's Employee Incentive Plan in lieu of the cash payment of a proportion of director's fees	☐	☐	☐
Resolution 6	Issue of shares to non-executive director, Simon Wandke, under the Company's Employee Incentive Plan in lieu of the cash payment of a proportion of director's fees	☐	☐	☐

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

Step 3 Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1

Sole Director & Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

/ /

Date

Update your communication details (Optional)

Mobile Number

Email Address

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically