



ASX RELEASE

SCHEME BECOMES EFFECTIVE

13 September 2019

Kidman Resources Limited (**Kidman**) (ASX: KDR) announces that a copy of the orders of the Federal Court of Australia (**Court**), approving the scheme of arrangement under which Wesfarmers Lithium Pty Ltd (a wholly-owned subsidiary of Wesfarmers Limited) will acquire all of the issued ordinary shares in Kidman (**Scheme**), has been lodged with the Australian Securities and Investments Commission (**ASIC**) today.

As a result, the Scheme is now legally effective. A copy of the Court's orders as lodged with ASIC is attached to this announcement.

Kidman will now apply for its shares to be suspended from trading on the ASX with effect from the close of trading today.

Timetable and next steps

The timetable for implementation of the Scheme is as follows:

Effective Date on which the Scheme comes into effect and is binding on Kidman Shareholders Court order lodged with ASIC and announced to the ASX Last day of trading in Kidman shares on the ASX (with Kidman shares suspended from close of trading)	13 September 2019
Record Date for determining entitlements to Scheme consideration	7.00pm (AEST) on 18 September 2019
Implementation Date payment of Scheme consideration to be made to eligible Kidman Shareholders	23 September 2019

Scheme Consideration

On the Implementation Date, Kidman shareholders will receive the Scheme consideration of \$1.90 cash for each Kidman share held by them as at the Record Date in accordance with the Scheme.

Shareholder information line

Kidman shareholders who have questions in relation to the Scheme should contact the Kidman shareholder information line on 1800 425 578 (within Australia) or +61 1800 425 578 (outside Australia), Monday to Friday (excluding public holidays), between 7.00am and 7.30pm (AEST).

Kidman Resources Limited

ABN 88 143 526 096

NE Suite, Level 30 | 140 William Street | Melbourne Victoria 3000 | Australia



For more information

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ABOUT KIDMAN RESOURCES

Kidman Resources Limited (ASX:KDR) is developing the world class Mt Holland Lithium Project in a 50:50 joint venture called Covalent Lithium with Sociedad Química y Minera De Chile S.A., the world's largest lithium producer. The Mt Holland Lithium Project comprises a Mine & Concentrator and Refinery and is expected to be a globally significant, low cost, integrated producer of battery-grade lithium hydroxide meeting increased demand from the electric vehicle market.



Federal Court of Australia

District Registry: Victoria

Division: General

No: VID733/2019

KIDMAN RESOURCES LIMITED and another named in the schedule
Plaintiff

ORDER

JUDGE: JUSTICE O'CALLAGHAN

DATE OF ORDER: 12 September 2019

WHERE MADE: Melbourne


OTHER MATTERS:

- A. There has been produced to the Court a statement in writing by the Australian Securities and Investments Commission (**ASIC**) in accordance with subsection 411(17)(b) of the *Corporations Act 2001* (Cth) stating that ASIC has no objection to the Scheme of Arrangement referred to in these Orders.

THE COURT ORDERS THAT:

1. Pursuant to subsection 411(4)(b) of the *Corporations Act 2001* (Cth) (**Act**), the Scheme of Arrangement between the Plaintiff and its members agreed to by the said members at the meeting held on 5 September 2019 (the terms of which are as set out in Annexure A to these Orders) (**Scheme**) be and is hereby approved.
2. Pursuant to subsection 411(12) of the Act, the Plaintiff be exempted from compliance with subsection 411(11) of the Act in relation to the Scheme.
3. Pursuant to rule 39.34 of the *Federal Court Rules 2011* (Cth), these Orders be entered forthwith.

Date that entry is stamped: 12 September 2019


Registrar



ANNEXURE A
Scheme



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Scheme of Arrangement

Kidman Resources Limited ACN 143 526 096
and

**Each person registered as a holder of fully paid ordinary shares in Kidman
(other than an Excluded Shareholder) as at the Record Date**

[7872513: 24032223_12]

Interstate offices
Canberra Sydney
Affiliated offices around the world through the
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Scheme of Arrangement

Parties

Name	Kidman Resources Limited ACN 143 526 096
Address	NE Suite, Level 30, 140 William Street, Melbourne Victoria 3000 Australia
Email	tom.wilcox@kidmanresources.com
Contact	Company Secretary
Short name	Kidman
Name	The persons registered as holders of fully paid ordinary shares in Kidman (other than an Excluded Shareholder) as at the Record Date
Short name	Scheme Participants

The parties agree

1. Definitions

1.1 Defined terms

In this Scheme:

Adviser means, in relation to an entity, a financier, financial adviser, corporate adviser, legal adviser, or technical or other expert adviser, or consultant who provides advisory services in a professional capacity and who has been engaged by that entity in connection, directly or indirectly, with this Scheme.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates.

Authority means any:

- (a) government, government department, government agency or government authority;
- (b) governmental, semi-governmental, municipal, judicial, quasi-judicial, administrative or fiscal entity or person carrying out any statutory authority or function; or
- (c) other entity or person (whether autonomous or not) having powers or jurisdiction under:



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- (i) any statute, regulation, ordinance, by-law, order or proclamation, or the common law; or
- (ii) the rules of any recognised stock or securities exchange.

Business Day means a day which is not a Saturday, Sunday or public holiday in Melbourne, Australia or Perth, Australia.

CHES means the Clearing House Electronic Subregister System for the electronic transfer of securities operated by ASX Settlement Pty Ltd and ASX Clear Pty Limited.

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

Court means the Federal Court of Australia or another court having jurisdiction in relation to the Scheme as agreed in writing between Kidman and Wesfarmers Lithium.

Deed Poll means the deed poll dated 23 July 2019 executed by Wesfarmers Lithium and Wesfarmers in favour of the Scheme Participants substantially in the form of Schedule 1 of the Scheme Implementation Deed (or in such other form as agreed in writing by Wesfarmers, Wesfarmers Lithium and Kidman).

Delivery Time means 8:00 am on the Second Court Date.

Effective means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

Effective Date means the date on which the Scheme becomes Effective.

End Date means 30 November 2019, or such later date as Wesfarmers Lithium and Kidman may agree in writing.

Excluded Shareholder means any Wesfarmers Group Member who holds a Share.

Implementation Date means the date which is 5 Business Days after the Record Date, or such other date as Kidman and Wesfarmers Lithium agree in writing.

Listing Rules means the official listing rules of the ASX.

Performance Rights has the meaning given in the Scheme Implementation Deed.

Record Date means 7:00 pm on the third Business Day after the Effective Date or such other date after the Effective Date as Wesfarmers Lithium and Kidman agree in writing.

Register means the register of Shares kept by the Share Registry.

Registered Address means, in relation to a Scheme Participant, the address shown in the Register as at the Record Date.

Related Entity means, in relation to an entity (the *first entity*):

- (a) a Subsidiary of the first entity;
- (b) an entity of which the first entity is a Subsidiary; or
- (c) a Subsidiary of another entity of which the first entity is also a Subsidiary,



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but an entity will also be taken to be a Subsidiary of an entity if it is controlled by that entity (as defined in section 50AA of the Corporations Act) and:

- (d) a trust may be a Subsidiary, for the purpose of which a unit or other beneficial interest will be regarded as a share; and
- (e) an entity may be a Subsidiary of a trust if it would have been a Subsidiary if that trust were a body corporate.

Representatives means in respect of a party, any person acting for or on behalf of that party (including any Related Entity of that party, and any director, officer, employee, agent, affiliate, contractor or Adviser of that party or its Related Entities).

Scheme means this scheme of arrangement subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed or consented to in writing by Kidman and Wesfarmers Lithium.

Scheme Consideration means the amount of \$1.90 cash for each Scheme Share.

Scheme Implementation Deed means the scheme implementation deed dated 23 May 2019 between Wesfarmers, Wesfarmers Lithium and Kidman relating to (among other things) the implementation of this Scheme.

Scheme Meeting means the meeting of Shareholders ordered by the Court in relation to the Scheme to be convened pursuant to Section 411(1) of the Corporations Act and includes any meeting convened following any adjournment or postponement of that meeting.

Scheme Participant means a Shareholder (other than an Excluded Shareholder) on the Record Date.

Scheme Shares means all Shares held by the Scheme Participants as at the Record Date.

Scheme Transfer means one or more proper instruments of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be or include a master transfer of all or part of the Scheme Shares.

Second Court Date means the first day of hearing of an application made to the Court by Kidman for orders pursuant to section 411(4)(b) of the Corporations Act approving the Scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Separate Account has the meaning given in clause 5.2.4(b).

Share means a fully paid ordinary share issued in the capital of Kidman.

Share Registry means Boardroom Pty Ltd ACN 003 209 836

Shareholder means each person who is registered in the Register as the holder of Shares.

Subsidiary has the meaning given in the Corporations Act.

Trust Account means an Australian dollar denominated trust account which attracts interest at a commercial rate and is operated by Kidman as trustee for the Scheme Participants (except that any interest on the amount deposited (less bank fees and other charges) will accrue for the benefit of Wesfarmers Lithium), details of which Kidman must notify to Wesfarmers Lithium no later than 5 Business Days before the Implementation Date.

Unclaimed Money Act means the *Unclaimed Money Act 2008* (VIC).



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Wesfarmers means Wesfarmers Limited ACN 008 984 049.

Wesfarmers Group means Wesfarmers and each of its Related Entities.

Wesfarmers Group Member means any member of the Wesfarmers Group.

Wesfarmers Lithium means Wesfarmers Lithium Pty Ltd ACN 633 472 803.

2. Preliminary matters

- 2.1 Kidman is a listed public company limited by shares and quoted on ASX (ASX: KDR), incorporated in Australia and registered in Victoria, Australia with its registered office at 'NE Suite', Level 30, 140 William Street, Melbourne Victoria 3000 Australia.
- 2.2 As at 23 May 2019:
- 2.2.1 404,797,403 Shares were on issue; and
- 2.2.2 3,721,171 Performance Rights were on issue which are not quoted on any financial market.
- 2.3 Wesfarmers is a listed public company limited by shares and quoted on ASX (ASX: WES), registered in Western Australia, Australia with its registered office at 'Brookfield Place Tower 2', Level 14, 123 St Georges Terrace, Perth WA 6000 Australia.
- 2.4 Wesfarmers Lithium is a proprietary company limited by shares, registered in Western Australia, Australia with its registered office at 'Brookfield Place Tower Two', Level 14, 123 St Georges Terrace, Perth WA 6000 Australia.
- 2.5 Wesfarmers Lithium is a wholly-owned subsidiary of Wesfarmers.
- 2.6 Wesfarmers, Wesfarmers Lithium and Kidman have entered into the Scheme Implementation Deed.
- 2.7 If this Scheme becomes Effective, Wesfarmers must procure that Wesfarmers Lithium pays, and Wesfarmers Lithium must pay the Scheme Consideration in accordance with the terms of this Scheme.

3. Conditions

3.1 Conditions precedent

The Scheme is conditional on:

- 3.1.1 as at the Delivery Time, all the conditions in clause 3.1 of the Scheme Implementation Deed (other than the condition in clause 3.1.4 of the Scheme Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Scheme Implementation Deed;
- 3.1.2 neither the Scheme Implementation Deed nor the Deed Poll being terminated in accordance with its terms by the Delivery Time;
- 3.1.3 this Scheme being approved by the Court at the Second Court Date under section 411(4)(b) of the Corporations Act, including with any alterations or conditions made



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or required by the Court under section 411(6) of the Corporations Act and agreed or consented to in writing by Kidman and Wesfarmers Lithium;

- 3.1.4 such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme as are agreed or consented to in writing by Kidman and Wesfarmers Lithium having been satisfied; and
- 3.1.5 the order of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving this Scheme having come into effect pursuant to section 411(10) of the Corporations Act on or before the End Date.

3.2 Effect of conditions precedent

The satisfaction of each condition precedent in clause 3.1 is a condition precedent to the operation of clause 4 and clause 5 and the binding effect of this Scheme.

3.3 Certificate

- 3.3.1 At the hearing on the Second Court Date, each of Kidman and Wesfarmers Lithium will provide to the Court a certificate (substantially in the form set out in Attachment 4 of the Scheme Implementation Deed) confirming whether or not the conditions in clause 3.1 of the Scheme Implementation Deed (other than the condition in clause 3.1.4) have been satisfied or waived as at the Delivery Time.
- 3.3.2 The certificates given by Kidman and Wesfarmers Lithium constitute conclusive evidence that the conditions precedent in clauses 3.1 have been satisfied or waived as at the Delivery Time.

3.4 Termination and End Date

Without limiting any rights under the Scheme Implementation Deed, if:

- 3.4.1 either the Scheme Implementation Deed or the Deed Poll is terminated in accordance with its terms before the Scheme becomes Effective; or
- 3.4.2 the Effective Date or the Implementation Date has not occurred on or before the End Date,

then, unless Kidman and Wesfarmers Lithium otherwise agree in writing, this Scheme will lapse and each of Wesfarmers, Wesfarmers Lithium and Kidman are released from any further obligation to take steps to implement the Scheme.

4. Implementation of this Scheme

4.1 Lodgement of Court orders with ASIC

If the conditions set out in clauses 3.1.1 to 3.1.4 are satisfied, Kidman must lodge with ASIC an office copy of the order made by the Court under section 411 of the Corporations Act approving this Scheme as soon as possible, and in any event by no later than 5:00 pm on the Business Day following the day on which the Court approves this Scheme or such later date as Kidman and Wesfarmers Lithium agree in writing.

4.2 Transfer of Scheme Shares

- 4.2.1 On the Implementation Date:



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- (a) the Scheme Consideration must be paid in the manner contemplated in clause 5;
 - (b) subject to the payment of the Scheme Consideration to each Scheme Participant in accordance with clauses 5.2.2 and 5.2.3, all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to Wesfarmers Lithium, without the need for any further act by any Scheme Participant (other than acts performed by Kidman or its officers as attorney and agent for Scheme Participants under clause 8.5), by:
 - (i) Kidman delivering to Wesfarmers Lithium a duly completed and executed Scheme Transfer (as transferor) for all Scheme Shares; and
 - (ii) Wesfarmers Lithium duly executing the Scheme Transfer (as transferee) and delivering it to Kidman for registration.
- 4.2.2 Immediately following receipt of the Scheme Transfer in accordance with clause 4.2.1(b), Kidman must enter, or procure the entry of, the name of Wesfarmers Lithium in the Register in respect of all of the Scheme Shares.

5. Scheme Consideration

5.1 Scheme Consideration

Subject to the terms of this Scheme, each Scheme Participant is entitled to receive the Scheme Consideration in respect of each Scheme Share held by that Scheme Participant.

5.2 Provision of Scheme Consideration

- 5.2.1 Wesfarmers Lithium must, by no later than the Business Day before the Implementation Date, deposit, or procure the deposit of, in cleared funds an amount equal to the aggregate amount of the Scheme Consideration payable to each Scheme Participant, into the Trust Account, such amount to be held by Kidman as trustee for the Scheme Participants (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to Wesfarmers Lithium's account).
- 5.2.2 Subject to Wesfarmers Lithium complying with clause 5.2.1 and also subject to clause 5.4, on the Implementation Date, Kidman must pay or procure the payment from the Trust Account to each Scheme Participant the Scheme Consideration attributable to that Scheme Participant in respect of the relevant Scheme Participant's Scheme Shares.
- 5.2.3 Kidman's obligation under clause 5.2.2 will be satisfied by Kidman:
 - (a) where a Scheme Participant has, before the Record Date, made an election in accordance with the requirements of the Registry to receive dividend payments from Kidman by electronic funds transfer to a bank account nominated by the Scheme Participant, paying, or procuring the payment of, the relevant amount of Australian currency by electronic means in accordance with that election; or
 - (b) otherwise, dispatching, or procuring the dispatch of, a cheque in Australian currency to the Scheme Participant by prepaid post to their address shown in the Register as at the Record Date, such cheque being drawn in the name



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of the Scheme Participant (or in the case of joint holders, in accordance with the procedures set out in clause 5.3), for the relevant amount.

5.2.4 In the event that:

(a) either:

- (i) a Scheme Participant does not have an address recorded in the Register; or
- (ii) Kidman as the trustee for the Scheme Participant believes that a Scheme Participant is not known at the Scheme Participant's address recorded in the Register,

and no account has been notified in accordance with clause 5.2.3 or a deposit into such an account is rejected or refunded; or

(b) a cheque issued under this clause 5 has been cancelled in accordance with clause 5.6,

the Unclaimed Money Act will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 3 of the Unclaimed Money Act) and Kidman as the trustee for the Scheme Participant may credit the amount payable to the relevant Scheme Participant to a separate bank account of Kidman (**Separate Account**) to be held until the Scheme Participant claims the amount or the amount is dealt with in accordance with the Unclaimed Money Act. To avoid doubt, if the amount is not credited to the Separate Account, the amount will continue to be held in the Trust Account until the Scheme Participant claims the amount or the amount is dealt with in accordance with the Unclaimed Money Act. Kidman must maintain records of the amounts paid, the people who are entitled to the amounts and any transfers of the amounts.

5.2.5 To the extent that, following satisfaction of Kidman's obligations under clause 5.2.2 5.2.3 and 5.2.4, there is a surplus in the amount held by Kidman as trustee for the Scheme Participants in the Trust Account, that surplus must be paid by Kidman to Wesfarmers Lithium.

5.3 Joint holders

In the case of Scheme Shares held in joint names:

5.3.1 any Scheme Consideration will be taken to be paid to the joint holders upon payment to the holder whose name appears first in the Register as at the Record Date; and

5.3.2 any cheque or other document required to be sent under this Scheme will be sent to the holder whose name appears first in the Register as at the Record Date.

5.4 Foreign resident capital gains withholding

5.4.1 If Wesfarmers Lithium considers that it must pay an amount to the Commissioner of Taxation (**Commissioner**) under Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* (Cth) (**TAA**) in relation to the acquisition of Scheme Shares from a Scheme Participant (**Relevant Foreign Scheme Participant**), Wesfarmers Lithium will, for any such Relevant Foreign Scheme Participant:

(a) determine the amount to be paid to the Commissioner (**Withholding Amount**);



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- (b) remit the Withholding Amount to the Commissioner within the time frame required under the TAA; and
 - (c) pay an amount equal to the Scheme Consideration attributable to the Relevant Foreign Scheme Participant less the applicable Withholding Amount.
 - 5.4.2 Wesfarmers Lithium must, if requested in writing by a Relevant Foreign Scheme Participant, provide to the Relevant Foreign Scheme Participant a receipt or other appropriate evidence (or procure the provision of such receipt or other evidence) of payment of the Withholding Amount to the Commissioner.
 - 5.4.3 Wesfarmers Lithium will be deemed to have satisfied its obligations under the Deed Poll, this Scheme and the Scheme Implementation Deed in relation to the payment of the Scheme Consideration to a Relevant Foreign Scheme Participant if the amount paid is equal to the amount of the Scheme Consideration attributable to that Relevant Foreign Scheme Participant less the applicable Withholding Amount.
- 5.5 **Orders of a Court or other Authority**
- If written notice is given to Kidman (or the Registry) of an order or direction made by a court of competent jurisdiction or by another Authority that:
- 5.5.1 requires consideration to be provided to a third party in respect of Scheme Shares held by a particular Scheme Participant, which would otherwise be payable to that Scheme Participant in accordance with this Scheme, then Kidman shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or
 - 5.5.2 prevents Kidman from providing consideration to any particular Scheme Participant in accordance with this Scheme, or the payment of such consideration is otherwise prohibited by applicable law, Kidman shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Participant multiplied by the Scheme Consideration until such time as provision of the consideration in accordance with this Scheme is permitted by that order or direction or otherwise by law.
- 5.6 **Cancellation and reissue of cheques**
- 5.6.1 Kidman may cancel a cheque issued under clause 5 if the cheque:
 - (a) is returned to Kidman; or
 - (b) has not been presented for payment within six months after the date on which the cheque was sent.
 - 5.6.2 During the period of one year commencing on the Implementation Date, on request in writing from a Scheme Participant to Kidman (or the Registry) (which request may not be made until the date which is 5 Business Days after the Implementation Date), a cheque that was previously cancelled under this clause 5.6 must be reissued.



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6. Dealings in Scheme Shares

6.1 Determination of Scheme Participants

To establish the identity of the Scheme Participants, dealings in Shares or other alterations to the Register will only be recognised if:

- 6.1.1 in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Register as the holder of the relevant Shares on or before the Record Date; and
- 6.1.2 in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received on or before 5.00pm on the day on which the Record Date occurs at the place where the Register is kept,

and Kidman must not accept for registration, nor recognise for any purpose (except a transfer to Wesfarmers Lithium pursuant to this Scheme and any subsequent transfer by Wesfarmers Lithium or its successors in title), any transfer or transmission application or other request received after the Record Date, or received prior to the Record Date but not in registrable or actionable form.

6.2 Register

- 6.2.1 Kidman must register or procure the registration of registrable transmission applications or transfers of Shares in accordance with clause 6.1.2 by no later than the Record Date.
- 6.2.2 Kidman will not accept for registration or recognise for any purpose any transmission application or transfer in respect of Shares received after 5.00pm on the day on which the Record Date occurs, other than to Wesfarmers Lithium in accordance with this Scheme.
- 6.2.3 If this Scheme becomes Effective, each entry which is current on the Register as at the Record Date is the sole evidence of entitlement to the Scheme Consideration on the terms of this Scheme in respect of the Shares relating to that entry.
- 6.2.4 If this Scheme becomes Effective, a Scheme Participant (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Scheme Shares or any interest in them after the Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and Kidman will be entitled to disregard any such disposal, purported disposal or agreement.
- 6.2.5 For the purpose of determining entitlements to the Scheme Consideration, Kidman must procure the maintenance of the Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Participants. The Register in this form will solely determine entitlements to the Scheme Consideration.
- 6.2.6 All statements of holding for Shares (other than statements of holding in favour of Wesfarmers Lithium) will cease to have effect after the Record Date as documents of title in respect of those Shares and, as from that date, each entry current at that date on the Register (other than entries in respect of Wesfarmers Lithium) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Scheme Shares relating to that entry.
- 6.2.7 As soon as possible after the Record Date, and in any event at least 3 Business Days before the Implementation Date, Kidman will procure that details of the



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names, registered addresses and holdings of Shares for each Scheme Participant as shown in the Register as at the Record Date are available to Wesfarmers Lithium in the form Wesfarmers Lithium reasonably requires.

7. Quotation of Shares

- 7.1 Kidman must apply to ASX for suspension of trading in Shares on ASX with effect from the close of trading on the Effective Date.
- 7.2 On a date after the Implementation Date to be determined by Wesfarmers Lithium (acting reasonably and subject to the Listing Rules), Kidman must apply to ASX for the termination of the official quotation of Shares on ASX and to have Kidman removed from the official list of ASX.

8. General Scheme provisions

8.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- 8.1.1 Kidman may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Wesfarmers Lithium has consented; and
- 8.1.2 each Scheme Participant agrees to any such alterations or conditions which counsel for Kidman has consented in accordance with clause 8.1.1.

8.2 Scheme Participants' agreements and warranties

- 8.2.1 Each Scheme Participant:
- (a) agrees to the transfer of their Scheme Shares to Wesfarmers Lithium together with all rights and entitlements attaching to those Shares in accordance with this Scheme;
 - (b) agrees to the variation, cancellation or modification of the rights attached to their Scheme Shares constituted by or resulting from this Scheme;
 - (c) agrees:
 - (i) that after the transfer of their Scheme Shares to Wesfarmers Lithium, any statement of holdings for Shares relating to their Scheme Shares will not constitute evidence of title to those Scheme Shares; and
 - (ii) at the direction of Wesfarmers Lithium, to destroy any statement of holdings for Shares relating to their Scheme Shares; and
 - (d) acknowledges that this Scheme binds Kidman and all Scheme Participants (including those who did not attend the Scheme Meeting and those who did not vote, or voted against this Scheme, at the Scheme Meeting).
- 8.2.2 Each Scheme Participant is taken to have warranted to Wesfarmers Lithium, and appointed and authorised Kidman as its attorney and agent to warrant to Wesfarmers Lithium, on the Implementation Date that, as at the Implementation Date:



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- (a) all their Scheme Shares (including any rights and entitlements attaching to their Scheme Shares) which are transferred under this Scheme will, at the time of transfer of them to Wesfarmers Lithium, be fully paid and free from all:
 - (i) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Properties Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise; and
 - (ii) restrictions on transfer of any kind; and
 - (b) they have full power and capacity to transfer their Scheme Shares to Wesfarmers Lithium together with any rights attaching to those Scheme Shares;
 - (c) they have no existing right to be issued any Shares, or any other Kidman securities.
- 8.2.3 Kidman undertakes that it will provide the warranties in clause 8.2.2 to Wesfarmers Lithium as agent and attorney for each Scheme Participant.
- 8.3 Title to and rights in Scheme Shares**
- 8.3.1 To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme will, at the time of transfer of them to Wesfarmers Lithium, vest in Wesfarmers Lithium free from all:
- (a) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Properties Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise; and
 - (b) restrictions on transfer of any kind.
- 8.3.2 Upon the provision of the Scheme Consideration to each Scheme Participant in accordance with clauses 5.2.2 and 5.2.3, Wesfarmers Lithium will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Kidman of Wesfarmers Lithium in the Register as the holder of the Scheme Shares. Wesfarmers Lithium's entitlement to be registered in the Register as the holder of the Scheme Shares arises on the Implementation Date in accordance with clause 4.2.
- 8.4 Appointment of sole proxy**
- Immediately upon the provision of the Scheme Consideration to each Scheme Participant in accordance with clauses 5.2.2 and 5.2.3 and until Kidman procures the registration of Wesfarmers Lithium as the holder of all Scheme Shares in the Register, each Scheme Participant:
- 8.4.1 is deemed to have irrevocably appointed Wesfarmers Lithium as attorney and agent (and directed Wesfarmers Lithium in each such capacity) to appoint any director, officer, secretary or agent nominated by Wesfarmers Lithium as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any Shareholders' resolution whether in person, by proxy or by corporate representative;



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- 8.4.2 undertakes not to attend or vote at any Shareholders' meetings or sign any shareholders' resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4.1);
- 8.4.3 must take all other actions in the capacity of a registered holder of Scheme Shares as Wesfarmers Lithium reasonably directs; and
- 8.4.4 acknowledges and agrees that in exercising the powers conferred by clause 8.4.1, Wesfarmers Lithium and any director, officer, secretary or agent nominated by Wesfarmers Lithium under that clause may act in the best interests of Wesfarmers Lithium as the intended registered holder of the Scheme Shares.
- 8.5 Authority given to Kidman**
- Each Scheme Participant, without the need for any further act:
- 8.5.1 on the Effective Date, irrevocably appoints Kidman and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of:
- (a) enforcing the Deed Poll against Wesfarmers Lithium; and
 - (b) executing any document, or doing or taking any other act, necessary, desirable or expedient to give effect to and to implement this Scheme and the transactions contemplated by it, including executing, as agent and attorney of each Scheme Shareholder, the Scheme Transfer as contemplated by clause 4.2,
- and Kidman accepts such appointment; and
- 8.5.2 on the Implementation Date, will be deemed to have authorised Kidman to do and execute all acts, matters, things and documents on the part of each Scheme Participant necessary to implement this Scheme, including executing, as agent and attorney of each Scheme Shareholder, a share transfer or transfers in relation to Scheme Shares as contemplated by clause 8.5.1.
- Kidman, as attorney and agent of each Scheme Participant, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers or employees (jointly, severally, or jointly and severally).
- 8.6 Binding effect of this Scheme**
- This Scheme binds Kidman and all of the Scheme Participants (including those who did not attend the Scheme Meeting and those who did not vote, or voted against this Scheme, at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Kidman.

9. Interpretation

- 9.1 In this Scheme, unless expressed to the contrary:
- 9.1.1 words denoting the singular include the plural and vice versa;
 - 9.1.2 the word 'includes' in any form is not a word of limitation;
 - 9.1.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;



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- 9.1.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Scheme; and
- 9.1.5 a reference to:
- (a) a gender includes all other genders;
 - (b) any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
 - (c) any instrument (such as a deed, agreement or document) is to that instrument (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time and from time to time;
 - (d) writing includes writing in digital form;
 - (e) 'this Scheme' is to this Scheme as amended from time to time;
 - (f) 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;
 - (g) a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Deed;
 - (h) a reference to time in this Deed is a reference to the time in Melbourne, Victoria, Australia (being Australian Eastern Standard Time or Australian Eastern Daylight Time, as applicable);
 - (i) any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;
 - (j) a person includes a firm, partnership, joint venture, association, corporation or other body corporate;
 - (k) a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and
 - (l) any body (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body.
- 9.2 A clause in this Deed must not be construed adversely to a party merely because that party prepared it or caused it to be prepared.

10. General

10.1 Stamp duty

Wesfarmers Lithium will:

- 10.1.1 pay all stamp duty (if any) and any related fines and penalties payable on or in respect of the transfer by the Scheme Participants of the Scheme Shares to Wesfarmers Lithium pursuant to this Scheme or the Deed Poll; and



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10.1.2 indemnify each Scheme Participant against any liability incurred by the Scheme Participant arising from failure to comply with clause 10.1.1.

10.2 Consent

Each Scheme Participant consents to Kidman and Wesfarmers Lithium doing all things necessary or incidental to give full effect to the implementation of this Scheme and the transactions contemplated by it.

10.3 Notices

10.3.1 If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Kidman, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Kidman's registered office or at the office of the Registry.

10.3.2 The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a Scheme Participant will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

10.4 Governing law and jurisdiction

10.4.1 This Scheme is governed by the laws in force in Victoria, Australia.

10.4.2 Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Victoria, Australia, Commonwealth courts having jurisdiction in that State and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Scheme; and
- (b) waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 10.4.2(a).

10.5 Further action

Kidman (on its own behalf and on behalf of each Scheme Participant) must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

10.6 No liability when acting in good faith

Each Scheme Participant agrees that none of Kidman, Wesfarmers Lithium, or any of their respective Representatives, will be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.



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Schedule 1 Deed Poll

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Schedule

No: VID733/2019

Federal Court of Australia
District Registry: Victoria
Division: General

Interested Person WESFARMERS LIMITED