



**COMPANY ANNOUNCEMENT**  
**NON-RENOUNCEABLE RIGHTS ISSUE**  
**NOTICE UNDER SECTION 708AA OF THE CORPORATIONS ACT 2001**

This notice is given by Mining Projects Group Limited under section 708AA(2)(f) of the Corporations Act 2001 (Cth), as notionally modified by ASIC Class Order 08/35.

**16 March 2015, Melbourne, Victoria:** Mining Projects Group Limited (ASX: MPJ) ("MPJ" or "the Company") will make a non-renounceable pro-rata rights issue offer to its eligible shareholders of 1 new share for every 5 shares held at the Record Date at an issue price of 0.6 cents (\$0.006) per share and one free attaching MPJO option for every new share issued, to raise up to approximately \$1.6 million before costs of the issue ("the Offer"). MPJO options are listed options having an exercise price of 1 cent (\$0.01) and an expiry date of 30 June 2016.

The record date for the Offer is 23 March 2015. The timetable for the Offer accompanies this announcement.

An offer document will be mailed to eligible shareholders on or about 18 March 2015, together with a personalised entitlement and acceptance form setting out the shareholders' entitlement to shares and options. A copy of the offer document is attached to this notice and contains further information about the Offer.

The Offer is underwritten by Alignment Capital Pty Ltd [ACN 167 124 754] ("Alignment Capital"). Alignment Capital is an authorised representative of Pearce, Callahan & Associates Pty Ltd [ACN 053 868 410] [AFSL 288877].

The Company hereby gives notice under section 708AA(2)(f) of the Corporations Act 2001 (Cth) ("the Act") as notionally modified by ASIC Class Order 08/35 that:

- (a) the Company will offer the shares and options under the Offer without disclosure under Part 6D.2 of the Act;
- (b) at the date of this notice, the Company has complied with:
  - (i) the provisions of Chapter 2M of the Act as they apply to the Company; and
  - (ii) section 674 of the Act;
- (c) at the date of this notice, there is no information to be disclosed which is excluded information (as defined in section 708AA(8) of the Act) that investors and their professional advisors would reasonably require for the purpose of making an informed assessment of:
  - (i) the assets and liabilities, financial position and performance profits and losses and prospects of the Company; and
  - (ii) the rights and liabilities attaching to the shares and options offered under the Offer.
- (d) the potential effect the issue of the shares and options under the Offer will have on the Company is as follows:

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- (i) if all eligible shareholders take up their entitlements to shares under the Offer then the Offer will not have a significant effect on the control of the Company (noting that the shares and options that would otherwise have been offered to non-eligible shareholders will be taken up either by eligible shareholders who apply for the shortfall or by the Underwriter or sub-underwriters);
  - (ii) to the extent that a shareholder does not or is not eligible to take up their entitlement under the Offer, the shareholder's shareholding will be diluted; and
  - (iii) shareholders may also be diluted by the future exercise of MPJO options issued under the Offer although if eligible shareholders take up their entitlement to shares under the Offer they will each receive MPJO options on a pro-rata basis in accordance with their shareholding on the Record Date.

The Company will not issue shortfall shares if to do so would result in the recipient's voting power exceeding 19.9%. No sub-underwriter will receive shares resulting in the recipient's voting power exceeding 19.9%.

- (e) Other than the dilution referred to in (d) above, there are no material consequences for the Company of the effects describe above. In particular, no person will acquire a relevant interest in more than 20% of the issued voting shares of the Company under the Offer, and as a result the Offer will not have a material effect on control of the Company.

Details of the underwriting agreement are included in the attached offer document in section 9. The underwriter, Alignment Capital will receive management, underwriting and success fees of a total of 7% of the total raised by the Offer, and 40,000,000 MPJO options subject to obtaining shareholder approval (if required), or to pay \$40,000) in lieu of the issue of those options if shareholder approval is bit not obtained.

Yours faithfully,



Joshua Wellisch  
Managing Director

**For further information:**

Company Enquiries  
Mr Adrien Wing, Company Secretary  
Telephone: 03 9614 0600

For further information, visit [www.miningprojectsgroup.com.au](http://www.miningprojectsgroup.com.au)

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**MINING PROJECTS GROUP LIMITED**  
**(ASX: MPJ)**  
**("MPJ" or "the Company")**

**TIMETABLE**

Non-renounceable pro rata rights issue of 1 new share for every 5 shares held at the Record Date at an issue price of 0.6 cents (\$0.006) per share and one free attaching MPJO option for every new share issued.

Mining Projects Group Limited advises the following timetable will apply to the Offer.

Lodgement of offer announcement and Appendix 3B	16 March 2015
Existing shares quoted 'ex' rights	19 March 2015
Record Date for determining Entitlements to participate in Offer (at 5.00 pm in Perth, WA)	23 March 2015
Dispatch of Offer Document and Entitlement & Acceptance Form	26 March 2015
Closing Date for acceptance of Offer and payment in full (at 5.00pm in Perth WA)	8 April 2015
Shares and options quoted on deferred settlement basis	9 April 2015
Company notifies ASX of under subscriptions	13 April 2015
Issue date. Deferred settlement trading ends.	15 April 2015

*The dates above are indicative only and subject to change. Subject to the Corporations Act and ASX Listing Rules, MPJ reserves the right to amend this indicative timetable. In particular MPJ reserves the right to extend the Closing Date or withdraw the offer without notice. Any extension of the Closing Date will have a consequential effect on the anticipated date for the issue of shares and options.*

**MINING PROJECTS GROUP LIMITED**

[ABN 84 006 189 331]

**1 FOR 5 RIGHTS ISSUE OFFER DOCUMENT**

**1 FOR 5 PRO RATA NON-RENOUNCEABLE RIGHTS ISSUE AT AN ISSUE PRICE OF 0.6 CENTS (\$0.006) PER SHARE TO RAISE UP TO APPROXIMATELY \$1,637,700 (BEFORE COSTS). EACH NEW SHARE ISSUED WILL BE ISSUED TOGETHER WITH AN ATTACHING LISTED MPJO OPTION (HAVING AN EXERCISE PRICE OF 1 CENT (\$0.01) AND AN EXPIRY DATE OF 30 JUNE 2016).**

**THE RIGHTS ISSUE IS FULLY UNDERWRITTEN BY ALIGNMENT CAPITAL PTY LTD [ACN 167 124 754].**

Alignment Capital Pty Ltd is an authorised representative of Pearce, Callahan & Associates Pty Ltd [ACN 053 868 410] [AFSL 288877]

**This is an important document and requires your immediate attention. It should be read in its entirety.**

## **IMPORTANT NOTICES**

This Offer Document is dated 16 March 2015. Capitalised terms in these notices have the meaning given to them in this Offer Document.

The rights issue is being made without a prospectus in accordance with section 708AA Corporations Act (as notionally modified by ASIC Class Order 08/35). This Offer Document does not contain all of the information which a prospective investor may require to make an informed investment decision. The information in this Offer Document does not constitute financial product advice and does not take into account your investment objectives, financial situation or particular needs.

This Offer Document is important and should be read in its entirety before deciding to participate in the rights issue. This Offer Document is not a prospectus under the Corporations Act and has not been lodged with ASIC.

By returning an Entitlement and Acceptance Form or otherwise paying for new shares through BPAY in accordance with the instructions on the Entitlement and Acceptance Form, you acknowledge that you have read this Offer Document and you have acted in accordance with and agree to the terms of the rights issue detailed in this Offer Document.

### **No overseas offering**

This Offer Document and the accompanying Entitlement and Acceptance Form do not constitute an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation. In particular, this Offer Document does not constitute an offer to ineligible shareholders.

No action has been taken to register or qualify the new shares or options, or otherwise permit the public offering of the new shares and options, in any jurisdiction outside Australia or New Zealand.

The distribution of this Offer Document (including an electronic copy) outside Australia and New Zealand, is restricted by law. If you come into possession of the information in this booklet, you should observe such restrictions and should seek your own advice on such restrictions. Any non-compliance with these restrictions may contravene applicable securities laws.

### **New Zealand**

The new shares and options are not being offered or sold to the public within New Zealand other than to existing shareholders of the Company with registered addresses in New Zealand to whom the offer of new shares and options is being made in reliance on the Securities Act (Overseas Companies) Exemption Notice 2013 (New Zealand).

This document has not been registered, filed with or approved by a New Zealand regulatory authority under the Securities Act 1978 (New Zealand). This document is not an investment statement or prospectus under New Zealand law and is not required to, and may not, contain all the information that an investment statement or prospectus under New Zealand law is required to contain.

### **No representations**

No person is authorised to give any information or to make any representation in connection with the rights issue which is not contained in this Offer Document. Any information or representation in connection with the rights issue not contained in this Offer Document may not be relied upon as having been authorised by MPJ or any of its officers.

### **Risks**

Investors should consider investment in MPJ speculative.

Refer to section 3 of this Offer Document for a summary of general and specific risk factors that may affect MPJ.

**SUMMARY OF THE OFFER**

**KEY INVESTMENT DETAILS**

NEW SHARE ISSUE PRICE (EACH 1 NEW SHARE WILL BE ISSUED TOGETHER WITH 1 ATTACHING MPJO OPTION)	0.6 CENTS (\$0.06 CENTS)
RATIO	1 NEW SHARE FOR EVERY 5 SHARES HELD AT THE RECORD DATE
MAXIMUM NUMBER OF NEW SHARES TO BE ISSUED UNDER THE OFFER	272,950,391
MAXIMUM NUMBER OF NEW OPTIONS (MPJO) TO BE ISSUED UNDER THE OFFER	272,950,391
TOTAL AMOUNT RAISED UNDER THE OFFER (BEFORE COSTS)	APPROXIMATELY \$1,637,700

Funds raised by the Offer will be applied to

<b>USE:</b>	<b>\$*</b>	<b>%</b>
EXPLORATION AND DEVELOPMENT	\$1,203,000	73.5%
EMPLOYEE, DIRECTORS AND ADMINISTRATION/CORPORATE COSTS	\$201,000	12.3%
OTHER WORKING CAPITAL COSTS	\$78,900	4.8%
COSTS OF THE OFFER	\$154,800	9.4%
<b>TOTAL</b>	<b>\$1,637,700</b>	<b>100%</b>

\* Subject to rounding.

**CAPITAL STRUCTURE**

**SHARES**

EXISTING SHARES	1,364,751,956
NEW SHARES OFFERED	272,950,391
TOTAL SHARES POST-ISSUE	1,637,702,347

\* Subject to rounding

**MPJO OPTIONS**

EXISTING MPJO OPTIONS	777,744,442
NEW MPJO OPTIONS OFFERED	272,950,391
TOTAL MPJO OPTIONS POST-ISSUE	1,050,694,834

\* Subject to rounding

Note: The Company also has 91,400,000 unlisted options on issue with various exercise prices ranging between \$0.01 (1 cent) and \$0.50 (50 cents) and with various expiry dates ranging between 5 October 2015 and 21 August 2017. The tables above assume that no existing options are exercised prior to completion of the Offer.

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### RISKS

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Section 3 of this Offer Document contains a summary of some of the key risks associated with an investment in MPJ. Those risks include risks specific to the business of MPJ:

- risks associated with the grant or renewal of tenements and access to land;
- risks in sourcing additional future funding;
- operational risk;
- risks associated with the underwriting of the Offer and the dilutive impact of the Offer; and

general risks including environmental risks, availability of personnel, governmental policy and market conditions. You should read section 3 of this Offer Document carefully before deciding to apply for shares and options.

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### UNDERWRITING

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The Offer is fully underwritten by Alignment Capital Pty Ltd.

A summary of underwriting agreement is included in section 9 of this Offer Document.

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### KEY DATES

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ANNOUNCEMENT OF OFFER NOTICE	16 March 2015
EX DATE	19 March 2015
RECORD DATE	23 March 2015
OFFER DOCUMENT DISPATCHED AND OFFER OPENS	26 March 2015
CLOSING DATE	8 April 2015
SHARES AND OPTIONS QUOTED ON A DEFERRED SETTLEMENT BASIS	9 April 2015
MPJ NOTIFIES ASX OF UNDERSUBSCRIPTIONS	13 April 2015
ISSUE DATE AND DISPATCH OF HOLDINGS STATEMENTS	15 April 2015

*A more detailed timetable is set out in section 2.2 of this Offer Document. The dates above are indicative only and subject to change. Subject to the Corporations Act and ASX Listing Rules, MPJ reserves the right to amend this indicative timetable. In particular MPJ reserves the right to extend the Closing Date or withdraw the offer without notice. Any extension of the Closing Date will have a consequential effect on the anticipated date for the issue of shares and options.*

## 1. INTRODUCTION

Mining Projects Group Limited ("**MPJ**" or "**the Company**") is making a fully underwritten, non-renounceable pro-rata offer to its eligible shareholders of 1 new share for every 5 shares held at the Record Date at an issue price of 0.6 cents (\$0.006) per share and one free attaching MPJO option for every new share subscribed to raise up to approximately \$1.6 million before costs of the issue ("**the Offer**"). Each MPJO option has an exercise price of 1 cent (\$0.01) and an expiry date of 30 June 2016.

The Offer is fully underwritten by Alignment Capital Pty Ltd ("**the Underwriter**"). A summary of the underwriting agreement is included in section 9 of this Offer Document.

The Offer is being made under section 708AA of the Corporations Act. This Offer Document is not a prospectus and does not contain all of the information that would ordinarily be contained in a prospectus.

Shareholders should be aware that investment in MPJ involves risks, which may be higher than or different to risks associated with investments in other companies. Some of the key risks are set out in section 3 of this Offer Document. Investors should consider investment in MPJ speculative. If you are in doubt what to do or whether to accept the Offer you should consult your stockbroker, accountant, solicitor or other professional adviser without delay.

No person is authorised to give any information or to make any representation in connection with the Offer which is not contained in this Offer Document. Any information or representation not so contained may not be relied on as having been authorised by MPJ in connection with the Offer.

The Company makes announcements to ASX from time to time which you can obtain the Company's announcements from the ASX website [www.asx.com.au](http://www.asx.com.au) under the code "MPJ".

## 2. DETAILS OF OFFER

### 2.1 The Offer

The Offer is made to registered holders of MPJ shares on the Record Date whose address in MPJ's register of members is in Australia and New Zealand on the basis of one new share for every five shares held at the Record Date (rounding up fractional entitlements).

#### SHARES

Shares currently on issue	1,364,751,956
New shares offered (1 for 5)*	272,950,391
Total shares on issue post-Offer*	1,637,702,347

\* Subject to rounding

#### MPJO OPTIONS

MPJO options currently on issue	777,744,442
New MPJO options offered*	272,950,391
Total MPJO options on issue post-Offer*	1,050,694,834

\* Subject to rounding

Notes to tables above:

<sup>1</sup> The Company also has 91,400,000 unlisted options on issue with various exercise prices ranging between \$0.01 (1 cent) and \$0.50 (50 cents) and with various expiry dates ranging between 5 October 2015 and 21 August 2017.

<sup>2</sup> Each of the above tables assumes that no existing options are exercised between the date of this Offer Document and completion of the Offer.



The Record Date is 23 March 2015. The Closing Date is 8 April 2015 (which may be extended without notice). Other dates are set out in the timetable below.

The Offer is non-renounceable and rights to entitlements are not able to be traded or transferred.

The Offer is fully underwritten. A summary of the underwriting agreement is included in section 9 of this Offer Document.

The shares issued under the Offer will be fully paid ordinary shares in the capital of MPJ ranking equally in all respects with the existing fully paid shares from the date of their issue. The MPJO options issued under the Offer will have the same terms as the existing MPJO listed options, the key terms being an exercise price of 1 cent (\$0.01) and an expiry date of 30 June 2016.

## 2.2 Timetable

Lodgement of offer announcement and Appendix 3B	16 March 2015
Existing shares quoted 'ex' rights	19 March 2015
Record Date for determining Entitlements to participate in Offer (at 5.00 pm in Perth, WA)	23 March 2015
Dispatch of Offer Document and Entitlement & Acceptance Form	26 March 2015
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*The dates above are indicative only and subject to change. Subject to the Corporations Act and ASX Listing Rules, MPJ reserves the right to amend this indicative timetable. In particular MPJ reserves the right to extend the Closing Date or withdraw the offer without notice. Any extension of the Closing Date will have a consequential effect on the anticipated date for the issue of shares and options.*

## 2.3 Proposed Use of Funds

Funds raised by the Offer will be applied to as set out in the table below.

Use:	\$	%
Exploration and development	\$1,203,000	73.46%
Employee, directors and administration/corporate costs	\$201,000	12.27%
Other working capital costs	\$78,900	4.82%
Costs of the offer	\$154,800	9.45%
<b>Total</b>	<b>\$1,637,700</b>	<b>100%</b>

*Note: Subject to rounding.*

## 2.4 Entitlements and Acceptances

Your entitlement is shown on the Entitlement and Acceptance Form accompanying this Offer. You may only accept the Offer by:

- (a) making payment by BPAY<sup>1</sup> in accordance with the instructions on your personalised Entitlement and Acceptance Form; or
- (b) returning a completed personalised Entitlement and Acceptance Form with a cheque in accordance with the instructions on the Form.

MPJ will accept Entitlement and Acceptance Forms until 5.00 pm (in Perth, WA) on the Closing Date or such other date as the directors in their absolute discretion shall determine, subject to the requirements of the Corporations Act and the ASX Listing Rules.

## 2.5 Applying for additional shares

In addition to being able to accept your pro rata entitlement as shown on the Entitlement and Acceptance Form, if you accept and pay the application monies for your entire pro rata entitlement you may also apply for shares in respect of entitlements that are not subscribed for in full under the Offer (“**Shortfall Shares**”).

The Shortfall Shares will be issued at the same price and on the same terms as the Offer (i.e. \$0.006 (0.6 cents) per Shortfall Share with 1 free attaching MPJO option).

Instructions for applying for additional shares are set out in your Entitlement and Acceptance Form. Applications for additional shares must be received by 5.00 pm (in Perth, WA) on the Closing Date or such other date as the directors in their absolute discretion shall determine, subject to the requirements of the Corporations Act and the ASX Listing Rules.

You may only make an application for Shortfall Shares if you accept your full entitlement to shares under the Offer. The ASX Listing Rules do not permit directors and related parties of the Company to apply for or receive additional shares.

Shortfall Shares will only be issued if the entitlements under the offer are not taken up in full. If MPJ receives applications for Shortfall Shares that would result in the Offer being oversubscribed, MPJ will not accept any oversubscriptions and will scale back applications received for Shortfall Shares on a pro-rata basis having regard for the number of Shortfall Shares applied for by each Eligible Shareholder.

In the event of an application for Shortfall Shares not being accepted, including because of a scale back, the application monies received for an unsuccessful application for Shortfall Shares (or the applicable portion if the application is partly successful) will be refunded to the applicant, without interest, as soon as practicable.

No Shortfall Shares will be issued to an applicant if to do so would, to the extent of the knowledge of the Company, result in a breach of the Listing Rules of ASX or the restrictions on obtaining or increasing relevant interests of greater than 20% of the MPJ’s issued voting shares under Chapter 6 of the Corporations Act or would otherwise be contrary to the Corporations Act or the ASX Listing Rules.

## 2.6 Paying by BPAY

If paying by BPAY, you should be aware that your financial institution may implement earlier cut off times with regards to electronic payment, and should therefore take this into consideration when making payment. You may also have your own limit on the amount that can be paid via BPAY. It is your responsibility to check that the amount you wish to pay by BPAY does not exceed your limit. The Company and its share registry accept no responsibility for unsuccessful, delayed, incomplete BPAY payments.

If you have multiple holdings you will have multiple BPAY reference numbers. To ensure that you receive your entitlement in respect of each holding, you must use the customer reference number shown on each personalised Entitlement and Acceptance Form when paying for any Shares that you wish to accept your entitlement for in respect of that holding. Payments in excess of the amount payable for one holding will not be treated as payment for another holding, and the excess will be treated as an application for additional shares.

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<sup>1</sup> ® Registered to Bpay Pty Ltd ABN 69 079 137 518

### 3. RISKS

The Company's activities, as in any business, are subject to risks which may impact the Company's future performance. The following is a summary of the more material matters to be considered and should be read in conjunction with any specific matters which have or may be referred to in the Company's ASX announcements. The summary below is not exhaustive, rather represents some of the major risk factors which you need to be aware of in evaluating the Company's business and the risks of increasing your investment in the Company. You should examine the contents of this Offer Document in its entirety before deciding whether to apply for shares and options.

#### 3.1. Specific Risks

##### Grant and Renewal of Permits

The Company's exploration activities are dependent upon the maintenance (including renewal) of the tenements in which the Company has or acquires an interest. Maintenance of the Company's tenements is dependent on, among other things, the Company's ability to meet the licence conditions imposed by relevant authorities including minimum annual expenditure requirements which, in turn, is dependent on the Company being sufficiently funded to meet those expenditure requirements. Although the Company has no reason to think that the tenements in which it currently has will not be renewed, there is no assurance that such renewals will be given as a matter of course and there is no assurance that new conditions will not be imposed by the relevant granting authority.

##### Additional Funding

The Company's funding requirements depend on numerous factors including the Company's ability to generate income from its projects, the outcome of future exploration and work programs and the acquisition of any new projects. The Company may require further funding in addition to current cash reserves to fund future exploration activities or the acquisition of new projects. Additional equity financing, if available, may be dilutive to shareholders and/or occur at prices lower than the market price. Debt financing, if available, may involve restrictions on financing and operating activities. If the Company is unable to obtain additional financing as needed it may be required to reduce the scope of its exploration operations.

##### Land Access

There is a substantial level of regulation and restriction on the ability of exploration and mining companies to have access to land in Australia. The Company currently has a focus on various exploration tenements located in Western Australia, specifically the Roe Hills, Talc Lake and Fraser Range projects. Western Australia have implemented restrictions affecting land access in areas deemed to be subject to certain protective overlays and zoning classifications, including areas containing sites of indigenous cultural heritage significance and areas of urban development. In some instances the protective overlays and zoning classifications may restrict mining and exploration activities completely, however more commonly they will affect the procedure required for access and may impose obligations in respect of compensation, land rehabilitation and/or land impact management. This may, for example, necessitate the completion of impact assessment studies and/or require the negotiation of access or compensation arrangements with landowners and indigenous groups. Inability to access, or delays experienced in accessing, the land and unforeseen expenses associated therewith may impact on the Company's activities. Any future changes in legislation and regulations, whether in response to this increased political and media attention or otherwise, may impose significant obligations or restrictions on the Company which cannot be predicted.

##### Operating Risks

The Company is in the early stages of resource exploration activity. The prospects of the Company must be considered in light of the considerable risks, costs and difficulties frequently encountered by companies in a similar stage of resource exploration. The amounts and timing of exploration expenditures will depend on the progress of ongoing exploration, the results of consultants' analyses and recommendations and other factors, many of which are beyond the Company's control.

The development of the new and current projects will require the commitment of substantial resources and the Company expects to incur losses unless and until any new or current projects enter into commercial production and generate sufficient revenues to fund their continuing operations. There can be no assurance that exploration of the Company's current and future projects will result in the discovery of an economic

mineral deposit. Accordingly, there can be no assurance that the Company will generate any revenues or achieve profitability.

Furthermore, if the Company made a discovery, there can be no assurance that any logistical, technical, financial and regulatory hurdles would be satisfied and profitable, commercial production achieved.

#### Underwriting

There is a risk that the Underwriter may terminate its agreement to underwrite the Offer in the event that one or more of the events summarised in section 9 of this Offer Document occur. If the Underwriter terminated its agreement to underwrite the Offer, the Company would make an announcement to this effect to ASX and give all shareholders who had accepted the Offer the right to withdraw their applications.

#### Dilution

As noted in section 4 of this Offer Document, the percentage shareholding in the Company of shareholders who do not take up all of their rights pursuant to the Offer will be diluted.

### **3.2. General Risks**

#### Environment

The proposed activities of the Company are subject to both Australian Federal and State laws and regulations concerning the environment. The Company may require approval from relevant regulatory authorities before undertaking activities that are likely to impact on the environment. If the Company fails to obtain such approvals it may be prevented from undertaking those activities. Delays in obtaining any required approvals may also adversely affect the Company's proposed activities. Furthermore, future legislation and regulations may impose significant environmental obligations on the Company which cannot be predicted.

#### Availability of Personnel

The Company is reliant on technical consultants and other resource industry specialists engaged on a consultancy basis to provide analyses and recommendations on, and carry out, exploration activities in respect of its projects. The availability of suitable technical consultants and resource industry specialists may be limited and there may be delays in securing equipment and personnel required to carry out the Company's planned activities. This may result in cost and time overruns which may have a material adverse effect on the Company.

#### Government Policy

In addition to the effect of legislative or regulatory changes in the specific areas of land access and environment discussed in above, changes in government, financial policy, taxation and other laws (including legislation which regulates the resource industry) may affect the ability of the Company to carry on its proposed activities, restrict the Company in achieving its objectives or may result in increased compliance costs or complexities in managing the Company's proposed operations and activities. Changes to State or Commonwealth government, government policies or legislation cannot be predicted and could have a materially adverse effect on the Company.

#### Market Conditions

The market price of the Company's securities may be subject to a variety of unpredictable influences on the market for equities in general and resources stocks in particular. These market conditions may affect the value of the Company's securities regardless of the Company's performance. Lack of liquidity may also affect the value of the Company's securities. The trading price of the shares and options (and any shares issued upon exercise of the options) may fall as well as rise.

### **4. EFFECT ON CONTROL OF THE COMPANY**

The potential effect the issue of the shares under the Offer will have on control of the company is as follows:

- (a) if all eligible shareholders take up their entitlements to shares under the Offer then the Offer will not have a significant effect on the control of the Company (noting that the shares and options that would otherwise have been offered to non-eligible shareholders will be taken up either by eligible shareholders who apply for the shortfall or by the Underwriter or sub-underwriters);

- (b) to the extent that a shareholder does not or is not eligible to take up their entitlement under the Offer, the shareholder's shareholding will be diluted; and
- (c) shareholders may also be diluted by the future exercise of MPJO options issued under the Offer although if eligible shareholders take up their entitlement to shares under the Offer they will each receive MPJO options on a pro-rata basis in accordance with their shareholding on the Record Date.

Other than the dilution referred to above, there are no material consequences for the company of the effects describe above. In particular, no person will acquire a relevant interest in more than 20% of the issued voting shares of the Company under the Offer, and as a result the Offer will not have a material effect on control of the Company.

Examples of the dilutive effect of not accepting entitlements in full are set out in the table below. It should be noted that if other shareholders do not accept their entitlements in full the dilutive effect will be reduced.

Shareholder (example)	Holding at the Record Date	% at the Record Date*	1 for 5 entitlement under the Offer	Holding if entitlement not taken up	As % of total Shares on issue after the Offer*
A	1,000,000	0.07%	200,000	1,000,000	0.06%
B	5,000,000	0.36%	1,000,000	5,000,000	0.30%
C	15,000,000	1.10%	3,000,000	15,000,000	0.91%
D	25,000,000	1.83%	5,000,000	25,000,000	1.52%
E	50,000,000	3.66%	10,000,000	50,000,000	3.05%

\* rounded.

The above tables is prepared on the basis that the Offer will be fully subscribed, as the Offer is fully underwritten and therefore any shortfall in acceptances will be subscribed for by the Underwriter or sub-underwriters.

The following table sets out the direct and indirect interests of the Directors and other holders of relevant interests in 5% or more of the issued shares of the Company (including associates' holdings) notified to the Company as at the date of their Offer Document. Assuming the entities named in the table below take up their entitlements, the percentages at the Record Date below will not change. It should be noted that substantial shareholders (but not the Directors or their associates) may also elect to subscribe for shares from shortfall, any allocation of Shortfall Shares to substantial holders may result in an increase of their percentage holding in the Company following the Offer.

Holder (total direct & indirect relevant interests)^	Holding at the Record Date		% shareholding at the Record Date*	1 for 5 entitlement under the Offer	Holding if entitlement taken up	As % of total Shares on issue after the Offer *
	Shares	Options				
<b>DIRECTORS ^</b>						
Joshua Wellisch	Nil	60,000,000	Nil	Nil	N/A	0%
Dehong Yu	110,000,000	55,000,000	8.06%	22,000,000	132,000,000	8.06%
Neil Hutchison	12,933,334	15,000,000	0.95%	2,586,667	15,520,001	0.95%
<b>CURRENT HOLDERS OF 5% OR MORE OF THE ISSUED SHARES ^</b>						
Redcliff Coal Project Pty Ltd	110,000,000	55,000,000	8.06%	22,000,000	132,000,000	8.06%

\* Rounded.

^ Including associates, where applicable. Note, Mr Yu and Redcliff Coal Project Pty Ltd relevant interests are in the same securities.

## 5. PRO FORMA BALANCE SHEET

Set out below is the pro-forma balance sheet of the Company as at 31 December 2014.

The financial information has been extracted from the reviewed, consolidated financial statement of the Company for the half year ended 31 December 2014. The pro-forma Balance Sheet assumes the Offer is fully subscribed (refer further below for Pro Forma adjustments) and raises \$1,637,700 less the estimated costs of the Offer, subject to rounding.

	Note	31 December 2014 \$	Adjustments (net, see Notes)	Proforma
		Audit Reviewed		Unaudited
<b>ASSETS</b>				
<b><u>Current assets</u></b>				
Cash and cash equivalents	1-65	91,901	1,674,797	1,766,698
Trade and other receivables		96,707		96,707
Other financial assets		69,571		69,571
Other assets		18,732		18,733
<b>Total Current Assets</b>		<b>276,911</b>		<b>1,951,709</b>
<b><u>Non-Current Assets</u></b>				
Property, plant and equipment		3,420		3,420
Exploration and evaluation costs		3,149,559		3,149,559
<b>Total Non-Current Assets</b>		<b>3,152,979</b>		<b>3,152,978</b>
<b>TOTAL ASSETS</b>		<b>3,429,890</b>		<b>5,104,687</b>
<b>LIABILITIES</b>				
<b><u>Current Liabilities</u></b>				
Trade and other payables	5	633,156	- 400,000	233,156
<b>Total Current Liabilities</b>		<b>633,156</b>		<b>233,156</b>
<b>TOTAL LIABILITIES</b>		<b>633,156</b>		<b>233,156</b>
<b>NET ASSETS</b>		<b>2,796,734</b>		<b>4,871,532</b>
<b>EQUITY</b>				
Issued capital	1-4 & 6	41,138,021	2,074,797	43,212,818
Reserves		19,766		19,766
Accumulated losses		(38,359,942)		(38,359,942)
<b>Parent interests</b>		<b>2,797,845</b>		<b>4,872,642</b>
Non-controlling interests		(1,111)		(1,111)
<b>TOTAL EQUITY</b>		<b>2,796,734</b>		<b>4,871,532</b>

### Notes: Pro-forma Adjustments

The pro forma statement of financial position is based on the reviewed, consolidated statement of financial position as at 31 December 2014 and has then been adjusted to reflect the following pro-forma adjustments:

- 1 Placement of 100 million shares at \$0.006 (\$600,000) with 1:1 free attaching option, as announced in Appendix 3B on 24 January 2015.
- 2 Placement fees associated with placement at 1, above (6%).
- 3 Exercise of 426,973 options at \$0.015 per option.
- 4 Issue of 3,437,500 shares in lieu of consulting and investor relation services at \$0.008 per share.
- 5 \$400,000 applied to working capital and creditors.
- 6 The Offer raising 1,637,700, less costs of the Offer of 154,800.

The Company's total number of ordinary shares on issue would be 1,637,702,347 (which is subject to rounding).

## **Basis of Preparation**

The above pro forma balance sheet (statement of financial position) has been prepared in accordance with the draft ASIC Guide to Disclosing Pro Forma Financial Information (issued July 2005).

The consolidated, reviewed statement of financial position as at 31 December 2014 was prepared on a going concern basis, which contemplates the continuity of normal business activity and the realisation of assets and settlement of liabilities in the normal course of business. The financial report for the 6 months to 31 December 2014 contains historical financial information including the directors' report and financial statements of the type issued by Australian public companies, and the auditor's review report. The auditor's review report contains a going concern emphasis of matter. Any person may request a copy of the 31 December 2014 half year financial report during the application period of the Offer, which the Company will provide free of charge.

The unaudited, consolidated pro forma statement of financial position as at 31 December 2014 has been prepared to provide Shareholders with information on the assets and liabilities of the Company and its controlled entities and pro-forma assets and liabilities of the Company and its controlled entities. The historical and pro-forma financial information is presented in an abbreviated form, insofar as it does not include all of the disclosures required by Australian Accounting Standards applicable to annual financial statements.

## **6. ASX QUOTATION AND DEFERRED SETTLEMENT TRADING**

Application will be made to ASX for the official quotation of the shares and options to be issued under the Offer. If permission is not granted by the ASX for the official quotation of the shares and options to be issued under the Offer, MPJ will repay, as soon as practicable, without interest, all application monies received pursuant to the Offer.

Trading of the shares will, subject to ASX approval, occur on or about the date specified in the Timetable.

ASX and its officers take no responsibility for the contents of this Offer Document. The fact that ASX may admit the shares and options to official quotation is not to be taken in any way as an indication of the merits of the Company or the shares or options offered.

## **7. TAXATION IMPLICATIONS**

The directors do not consider it appropriate to give shareholders advice regarding the taxation consequences of subscribing for shares and options under the Offer. MPJ, its advisers and its officers do not accept any responsibility or liability for any such taxation consequences to shareholders. As a result, shareholders should consult their professional tax adviser in connection with subscribing for shares and options under the Offer.

## **8. OVERSEAS SHAREHOLDERS**

### **8.1. New Zealand**

The Offer to New Zealand investors is being made pursuant to the Securities Act (Overseas Companies) Exemption Notice 2013.

### **8.2. Other countries**

No offer is made to shareholders resident outside Australia and New Zealand.

MPJ is of the view that it is unreasonable to make the Offer to shareholders outside of Australia and New Zealand having regard to:

- (a) the number of shareholders registered outside of Australia and New Zealand;
- (b) the number and value of securities to be offered to shareholders registered outside of Australia and New Zealand; and

- (c) the cost of complying with the legal requirements and requirements of regulatory authorities in overseas jurisdictions.

Accordingly, the company is not required to make the Offer to non-qualifying foreign shareholders (shareholders with addresses on the company's register of members outside of Australia and New Zealand). The shares and options that would otherwise have been offered to non-eligible shareholders will be available to be taken up either by eligible shareholders who apply for the shortfall or will be taken up by the Underwriter or sub-underwriters.

Shareholders including custodians and nominees in eligible countries who hold shares for persons who are residents of other (non-eligible) countries are responsible for ensuring that the laws of the relevant other country or countries are complied with if accepting on behalf of another person. This Offer Document and the accompanying Entitlement and Acceptance Form do not, and are not intended to, constitute an offer of shares in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or to issue this Offer Document. The distribution of this Offer Document in jurisdictions outside Australia and New Zealand may be restricted by law and persons who come into possession of this Offer Document should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws. Return of a duly completed Entitlement and Acceptance Form or payment will be taken by MPJ to constitute a representation that there has been no breach of such requirements. The shares and options offered under this Offer Document have not been, and will not be, registered under the United States Securities Act of 1933 and should not be offered or sold within the USA. Any person accessing the electronic version of this Offer Document for the purpose of investing in the Company must only access it from within Australia and New Zealand.

## 9. UNDERWRITING AGREEMENT

Pursuant to an agreement between Alignment Capital Limited, as Underwriter, and the Company dated 16 March 2015 ("the Underwriting Agreement"), the Underwriter has agreed to fully underwrite the Rights Issue. The number of shares underwritten by the Underwriter will not be affected by the issue of any new shares by the Company prior to the Record Date as a result of the exercise by shareholders of existing options (if any).

All valid acceptances of entitlements will go in relief of the Underwriter's obligations.

The Company has agreed to pay the Underwriter, on completion of the Rights Issue:

- (a) a management fee of 1% (being approximately \$16,336) of the total of the Offer multiplied by the issue price of \$0.006 per share;
- (b) an underwriting fee of 5% (being approximately \$81,679) of the total value of all funds raised by the Company under the Offer (Underwriting Fee). The Underwriter reserves the right to pass on some, or all, of the Underwriting Fee to nominees; and
- (c) a success fee of 1% (being approximately \$16,336) on the total value of all funds underwritten.

The Company has also agreed to issue to the Underwriter (or its nominee/s) 40,000,000 options having the same terms as the free attaching MPJO Options to be issued to Eligible Shareholders under the Offer, namely an exercise price of 1 cents (\$0.01) and an expiry date of 30 June 2016 ("the Underwriter's Options"). The Underwriter's Options are to be listed. Subject to obtaining shareholder approval if required for the issue of the Underwriter's Options, the Underwriter's Options are to be issued on completion of the Rights Issue. Obtaining shareholder approval for the issue of the Underwriter's Options, if required, is not a condition of the Rights Issue. If shareholder approval is required to issue the Underwriter's Options, the Company has agreed to seek that approval on or before 16 June 2015. If shareholder approval is required and is not obtained by that date, the Company has agreed to pay the Underwriter the sum of 0.1 cent (\$0.001) per Underwriter's Option not issued (being \$40,000) (plus GST) in lieu of the issue of the Underwriter's Options.

Underwriter is also entitled to reimbursement of and indemnity against all reasonable costs and expenses of and incidental to the Rights Issue up to a maximum amount of \$10,000.

The obligation of the Underwriter to underwrite the Offer is subject to certain events of termination. The Underwriter may terminate its obligations under the Underwriting Agreement on the occurrence of any of the events summarised below:

- (a) **(Indices fall):** the All Ordinaries Index or the S&P/ASX Small Ordinaries Index as published by ASX on any three (3) consecutive trading days is at closing 10% or more below its respective level as at the close of business on the business day prior to the date of the Underwriting Agreement;



- (b) **(Share Price)**: the Company's shares finish trading on the ASX under the ASX code of MPJ on any three (3) consecutive trading days with a closing price that is \$0.005 or less;
- (c) **(Withdrawal)**: This Offer Document or the Offer is withdrawn by the Company; or
- (d) **(Copies of Offer Document)**: the Company fails provide copies of this Offer Document requested by the Underwriter and such failure is not remedied within 2 days;
- (e) **(No Official Quotation)**: approval for official quotation has not been granted by the shortfall notice deadline date (which for the avoidance of doubt may be subject to conditions that are capable of satisfaction or fulfilment) or, having been granted, is subsequently withdrawn, withheld or qualified;
- (f) **(Supplementary offer document)**:
  - (i) Where validly required by the Underwriter the Company fails to lodge a supplementary or replacement offer document or notice in such form and content and within such time as the Underwriter may reasonably require; or
  - (ii) otherwise than as permitted by the Underwriting Agreement the Company lodges a supplementary or replacement offer document without the prior written agreement of the Underwriter;
- (g) **(Non-compliance with disclosure requirements)**: this Offer Document does not contain all the information required by section 708AA of the Corporations Act;
- (h) **(Misleading Offer Document)**: this Offer Document or a statement in or its issue it is or becomes misleading or deceptive or likely to mislead or deceive, or there is an omission from this Offer Document;
- (i) **(Restriction on allotment)**: the Company is prevented from allotting the securities within the time required by the Underwriting Agreement, the Corporations Act, the Listing Rules, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi governmental agency or authority;
- (j) **(Withdrawal of consent to Offer Document)**: any person (other than the Underwriter or a sub-underwriter) who has previously consented to the inclusion of its, his or her name in this Offer Document or to be named in this Offer Document, withdraws that consent;
- (k) **(ASIC hearing)**: ASIC gives notice of its intention to hold a hearing to determine if it should make a stop order or ASIC makes an interim or final stop order under the Corporations Act;
- (l) **(Takeovers Panel)**: the Takeovers Panel makes a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under Pt 6.10 of the Corporations Act;
- (m) **(Hostilities)**: there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of this agreement involving one or more of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, the United States of America, or the Peoples Republic of China or any member of the European Union, or a terrorist act is perpetrated on any of those countries or any diplomatic, military, commercial or political establishment of any of those countries anywhere in the world;
- (n) **(Authorisation)** any authorisation which is material to anything referred to in this Offer Document is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter;
- (o) **(Indictable offence)**: a director or senior manager of the Company or a subsidiary is charged with an indictable offence;
- (p) **(Termination Events)**: any of the following events occurs and, in the reasonable opinion of the Underwriter reached in good faith, the occurrence of a Termination Event has or is likely to have, or two or more Termination Events together have or are likely to have a Material Adverse Effect or could give rise to a liability of the Underwriter under the Corporations Act or otherwise:
  - (i) **(Default)**: default or breach by the Company under the Underwriting Agreement of any terms, condition, covenant or undertaking;
  - (ii) **(Incorrect or untrue representation)**: any representation, warranty or undertaking given by the Company in the Underwriting Agreement is or becomes untrue or incorrect;

- (iii) **(Contravention of constitution or Act):** a material contravention by the Company or a subsidiary of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;
- (iv) **(Adverse change):** an materially adverse event or change occurs or any development including a likely materially adverse event after the date of the Underwriting Agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of any the Company or a subsidiary;
- (v) **(Error in Due Diligence Results):** any of the due diligence results or any part of the verification material was misleading or deceptive, materially false or that there was a material omission from them;
- (vi) **(Significant change):** a "new circumstance" as referred to in section 719(1) of the Corporations Act arises that is materially adverse from the point of view of an investor;
- (vii) **(Public statements):** without the prior approval of the Underwriter (such approval not to be unreasonably withheld), a public statement is made by the Company in relation to the Offer, or this Offer Document, unless such public statement is required by law, the Listing Rules or a governmental agency;
- (viii) **(Misleading information):** any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offer or the affairs of the Company or a subsidiary is or becomes misleading or deceptive or likely to mislead or deceive;
- (ix) **(Change in Act or policy):** there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy that has not been publicly disclosed or proposed as at the date of the Underwriting Agreement;
- (x) **(Prescribed occurrences):** an alteration to the Company's or a subsidiary's capital (including by issuing or agreeing to issue convertible notes), business or assets (including the creation of a security interest) occurs, or a winding up, liquidation or external administration commencing;
- (xi) **(Suspension of debt payments):** the Company suspends payment of its debts generally;
- (xii) **(Event of Insolvency):** an event of insolvency occurs in respect of the Company or a subsidiary;
- (xiii) **(Judgment):** a judgment in an amount exceeding \$50,000 is obtained against the Company or a subsidiary and is not set aside or satisfied within 7 days;
- (xiv) **(Litigation):** litigation, arbitration, administrative or industrial proceedings are after the date of the Underwriting Agreement commenced or threatened against the Company or a subsidiary, other than any claims foreshadowed in this Offer Document;
- (xv) **(Board and senior management composition):** there is a change in the composition of the Company's board or a change in the senior management of the Company before completion of the Offer without the prior written consent of the Underwriter;
- (xvi) **(Change in shareholdings):** there is a material change in the major or controlling shareholdings of the Company or a subsidiary or a takeover offer or scheme of arrangement is publicly announced in relation to the Company or a subsidiary;
- (xvii) **(Timetable):** there is a delay in any specified date in the timetable which is greater than 7 business days;
- (xviii) **(Force Majeure):** force majeure affecting the Company's business or any obligation under the Underwriting Agreement lasts in excess of 7 days occurs;
- (xix) **(Certain resolutions passed):** the Company or a subsidiary passes or takes any steps to pass a resolution under section 254N, section 257A or section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of the Underwriter;
- (xx) **(Capital Structure):** the Company or a subsidiary alters its capital structure in any manner not contemplated by this Offer Document, excluding the issue of any Shares upon exercise of options, such options having been disclosed to the ASX as at the date of this Agreement;

- (xxi) **(Investigation)**: any person is appointed under any legislation in respect of companies to investigate the affairs of the Company or a subsidiary;
- (xxii) **(Market Conditions)**: a suspension or material limitation in trading generally on ASX occurs or any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, the United Kingdom, the United States of America or other international financial markets;
- (xxiii) **(Material Breach)**: if the Company fails to rectify any material breach of the mandate between the Company and the Underwriter for the provision of services in connection with capital raising for the Company having been given 10 business days notice in writing by the Underwriter of such breach having occurred; or
- (xxiv) **(Suspension)**: the Company is removed from the Official List or its shares become suspended from Official Quotation and that suspension is not lifted within 48 hours following such suspension.

The Company may by notice in writing given upon or at any time prior to completion of the Offer terminate its obligations under the Underwriting Agreement if any of the following events occurs:

- (a) **(Default)**: default by the Underwriter under the Underwriting Agreement; or
- (b) **(Incorrect or untrue representation)**: any representation, warranty or undertaking given by the Underwriter in the Underwriting Agreement is or becomes untrue or incorrect.

The Underwriting Agreement also contains a number of indemnities and representations and warranties from the Company to the Underwriter commonly included in an agreement of its type.

## 10. GENERAL

The Entitlement and Acceptance Form does not need to be signed by the applicant. If an Entitlement and Acceptance Form is not completed correctly it may still be treated as valid. The directors' decision as to whether to treat the acceptance as valid and how to construe, amend or complete the Entitlement and Acceptance Form is final.

The amount payable on acceptance or application will be deemed not to have been received until the Company is in receipt of cleared funds. Payments in cash will not be accepted. The company may reject an acceptance or application where payment of the applicable amount is not received or a cheque is not honoured, or without prejudice to its rights, issue shares in response to the acceptance or application and recover the outstanding amount from the recipient.

The Offer and any contract under it are governed by the applicable law of Victoria.

The information in this Offer Document does not constitute financial product advice. This Offer Document does not take into account the investment objectives, financial situation, tax position and particular needs of individual investors. Investors should obtain their own independent advice and consider the appropriateness of the Offer of shares pursuant to this Offer Document, and risks associated with investing in the Company, having regard to their own objectives, financial situation, tax position and needs.

It is the responsibility of applicants to determine their allocation prior to trading in the shares. Applicants who sell shares before they receive their holding statements will do so at their own risk.

The Company seeks and engages in discussions on an ongoing basis in respect of potential opportunities for the establishment of new and the expansion of existing activities and business development opportunities. While the Company continues to seek and negotiate potential commercial opportunities in this respect, there is no certainty that any arrangement(s) will be finalised on particular terms, at a specific time, or at all. The Company will make further announcements in respect of any such discussions or negotiations in accordance with its disclosure obligations as developments occur. You can obtain the Company's announcements from the ASX website [www.asx.com.au](http://www.asx.com.au) under the code "MPJ".

## **11. PRIVACY**

MPJ and its share registry collect information about provided on an Entitlement and Acceptance Form for the purposes of processing the acceptances and applications and to administer security holdings in MPJ.

By submitting an Entitlement and Acceptance Form, you agree that MPJ and its share registry may use the information provided by an applicant on the Entitlement and Acceptance Form for the purposes in this privacy disclosure statement and may disclose it for those purposes to the Company's related bodies corporate, agents, contractors and third party service providers, including mailing houses and professional advisers, and to ASX and regulatory authorities.

If you do not provide the information required on the Entitlement and Acceptance Form, MPJ may not be able to act on or process your acceptance.

An applicant has a right to gain access to the information that MPJ holds about that person subject to certain exemptions under law. A fee may be charged for access. Access requests must be made in writing to MPJ's registered office.

## **12. ENQUIRIES**

Enquiries concerning the Entitlement and Acceptance Form or how to accept our entitlement or apply for additional shares can be obtained by contacting the Company by telephone on +61 (3) 9614 0600 or by email at [joshua@miningprojectsgroup.com.au](mailto:joshua@miningprojectsgroup.com.au).



Joshua Wellisch  
Managing Director  
16 March 2015

**REGISTERED OFFICE:**  
LEVEL 2  
43 VENTNOR AVENUE  
WEST PERTH WA 6005  
AUSTRALIA

# MINING PROJECTS GROUP LIMITED

ABN: 84 006 189 331

**SHARE REGISTRY:**  
Security Transfer Registrars Pty Ltd

**All Correspondence to:**  
**PO BOX 535,**  
**APPLECROSS WA 6953 AUSTRALIA**  
770 Canning Highway,  
APPLECROSS WA 6153 AUSTRALIA  
T: +61 8 9315 2333 F: +61 8 9315 2233  
E: registrar@securitytransfer.com.au  
W: www.securitytransfer.com.au

«HOLDER\_NAME»  
«ADDRESS\_LINE\_1»  
«ADDRESS\_LINE\_2»  
«ADDRESS\_LINE\_3»  
«ADDRESS\_LINE\_4»  
«ADDRESS\_LINE\_5»

Code:

Holder Number:

Eligible Holding as at 5.00pm WST  
on 23 March 2015:

Entitlement to Securities 1:5:

Amount payable on acceptance  
@ \$0.006 per Security:

**NON-RENOUNCEABLE SHARE OFFER CLOSING AT 5.00PM WST ON 8 APRIL 2015  
ISSUE PRICE OF \$0.006 CENTS PER SHARE WITH 1 FREE ATTACHING OPTION  
(EXPIRING 30 JUNE 2016 @ \$0.01) FOR EVERY 1 SHARE ISSUED.**

(1) I/We the above named being registered at 5.00pm WST on 23 March 2015 as holder(s) of Shares in the Company hereby accept as follows:

	NUMBER OF NEW SHARES ACCEPTED/APPLIED FOR			AMOUNT ENCLOSED @ \$0.006 PER SHARE			
Entitlement or Part Thereof	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$	<input type="text"/>	<input type="text"/>	<input type="text"/>
Additional new Shares *	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>TOTAL</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<b>TOTAL \$</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>

(\* refer to the section 2.5 of the Offer Document)

- (2) I/We have enclosed/made payment for amount shown above (following the payment instructions as detailed overleaf).
- (3) I/We understand that if any information on this form is not completed correctly, or if the accompanying payment is for the wrong amount, it may still be accepted. Any decision of the Directors as to whether to accept this form, and how to construe, amend or complete it shall be final.
- (4) I/We authorise the Company to send me/us a substituted form if this form ceases to be current.
- (5) I/We declare that I/we have received a full and unaltered version of the Offer Document either in an electronic or paper format.
- (6) My/Our contact details in case of enquiries are:

**NAME**

**TELEPHONE NUMBER**  
(  )

**EMAIL ADDRESS**

@

**BPAY PAYMENT OR THE RETURN OF THIS DOCUMENT WITH THE REQUIRED REMITTANCE WILL CONSTITUTE YOUR ACCEPTANCE OF THE OFFER.**  
You do not need to return this form if you have made payment via BPAY.

**PAYMENT INFORMATION - Please also refer to payment instructions overleaf.**



Bill code: 159483  
Ref:

**CHEQUE / MONEY ORDER**

All cheques (expressed in Australian currency) are to be made payable to **MINING PROJECTS GROUP LIMITED** and crossed "Not Negotiable".

**REGISTRY DATE STAMP**

**BPAY®** this payment via internet or phone banking.  
Your **BPAY®** reference number is unique to this offer and is not to be used for any other offer.

E & O.E.



## LODGEMENT INSTRUCTIONS

### PAYMENT INFORMATION



Bill code: 159483

BPAY® this payment via internet or phone banking.  
Your reference number is quoted on the front of this form.

Multiple acceptances must be paid separately.

Applicants should be aware of their financial institution's cut-off time (the time payment must be made to be processed overnight) and ensure payment is processed by their financial institution on or before the day prior to the closing date of the offer. BPAY applications will only be regarded as accepted if payment is received by the registry from your financial institution on or prior to the closing date. It is the Applicant's responsibility to ensure funds are submitted correctly by the closing date and time.

**Your BPAY reference number will process your payment to your entitlement electronically and you will be deemed to have applied for such Securities for which you have paid.**

### CHEQUE / MONEY ORDER

All cheques should be drawn on an Australian bank and expressed in Australian currency and crossed "Not Negotiable".

Sufficient cleared funds should be held in your account as your acceptance may be rejected if your cheque is dishonoured.

Cheques or bank drafts drawn on overseas banks in Australian or any foreign currency will NOT be accepted. Any such cheques will be returned and the acceptance deemed to be invalid.

Do not forward cash as receipts will not be issued.

When completed, this form together with the appropriate payment should be forwarded to the share registry:

Security Transfer Registrars Pty Ltd  
PO Box 535, APPLECROSS WA 6953.

**Applications must be received by Security Transfer Registrars Pty Ltd no later than 5:00pm WST on the closing date.**

### EXPLANATION OF ENTITLEMENT

1. The front of this form sets out the number of Securities and the price payable on acceptance of each Security.
2. Your entitlement may be accepted either in full or in part. There is no minimum acceptance.

### ENQUIRIES

All enquiries should be directed to the Company's share registry:

**Security Transfer Registrars Pty Ltd**

**PO Box 535, Applecross WA 6953 AUSTRALIA**

**770 Canning Highway, Applecross WA 6153 AUSTRALIA**

**Telephone +61 8 9315 2333**

**Facsimile +61 8 9315 2233**

**Email: [registrar@securitytransfer.com.au](mailto:registrar@securitytransfer.com.au)**

### PRIVACY STATEMENT

Personal information is collected on this form by Security Transfer Registrars Pty Ltd as the registrar for securities issuers for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. Your personal details may be disclosed to related bodies corporate, to external service providers such as mail and print providers, or as otherwise required or permitted by law. If you would like details of your personal information held by Security Transfer Registrars Pty Ltd or you would like to correct information that is inaccurate please contact them on the address on this form.

