



TRUE NORTH COPPER LIMITED (SUBJECT TO DEED OF COMPANY ARRANGEMENT) ACN 119 421 868

SHARE PURCHASE PLAN PROSPECTUS

For an offer to Eligible Shareholders of up to 1,000,000,000 Shares at an issue price of \$0.005 per Share to raise up to \$5,000,000 (on pre-Consolidation basis) (**SPP Offer**).

This Prospectus also contains the secondary offers of:

- (a) up to 10,000 Shares at an issue price of \$0.005 per Share to raise \$50 (on a pre-Consolidation basis) (**Nominal Placement Offer**); and
- (b) 500,000,000 Options exercisable at \$0.006 per Option (on a pre-Consolidation basis) on or before the date which is 12 months from the date of issue (**Offer Options**) to Mr Paul Cronin (or his nominee) (**Options Offer**).

The Nominal Placement Offer is included primarily for the purpose of section 708A(11) of the Corporations Act to remove any trading restrictions on the sale of Shares issued by the Company prior to the Closing Date of the Nominal Placement Offer.

SHARE PURCHASE PLAN INFORMATION

The SPP Offer is currently scheduled to close at 5:00pm (AEDT) on 17 December 2024. Valid applications must be received by that time. Details of how to apply for Shares are set out in the SPP Application Form accompanying this Prospectus.

IMPORTANT NOTICE

This document is important and should be read in its entirety. If after reading this Prospectus you have any questions about the Securities being offered under this Prospectus or any other matter, then you should consult your stockbroker, accountant or other professional adviser.

The Securities offered by this Prospectus should be considered as highly speculative.

The Deed Administrators, who have granted the Directors their approval under the DOCA to exercise the directors' powers reflected in this Prospectus, have not independently verified any of the information contained in the Prospectus. The Deed Administrators and their employees and agents do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the information contained in this Prospectus.

Joint Lead Managers



Australian Legal Advisors



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IMPORTANT NOTES

This Prospectus is dated 4 December 2024 and was lodged with ASIC on that date. The ASX, ASIC and their respective officers take no responsibility for the contents of this Prospectus or the merits of the investment to which this Prospectus relates.

No Securities may be issued on the basis of this Prospectus later than 13 months after the date of this Prospectus.

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

It is important that investors read this Prospectus in its entirety and seek professional advice where necessary. The Securities the subject of this Prospectus should be considered highly speculative.

Applications for Securities offered pursuant to this Prospectus are available and accessible by you (using your Securityholder Reference Number (SRN) or Holder Identification Number (HIN) from your latest Holding Statement, and your postcode) at the following link: www.investor.automic.com.au.

This Prospectus is a transaction specific prospectus for an offer of continuously quoted securities (as defined in the Corporations Act) and has been prepared in accordance with section 713 of the Corporations Act. It does not contain the same level of disclosure as an initial public offering prospectus. In making representations in this Prospectus regard has been had to the fact that the Company is a disclosing entity for the purposes of the Corporations Act and certain matters may reasonably be expected to be known to investors and professional advisers whom potential investors may consult.

Shareholder Approvals and other Offer Conditions

The Company will seek approval for (among other things), resolutions associated with the Recapitalisation at its AGM to be held on 23 December 2024. The Recapitalisation, the Placement, the Offers, and the Consolidation are conditional upon (among other things), the Shareholder Approvals being obtained, and the Company receiving confirmation from ASX that it will reinstate its Shares to Official Quotation, subject to satisfaction of the ASX Reinstatement Conditions. See Sections 4.8, 4.9 and 5.4 for further information.

Reinstatement to Official Quotation

On 22 October 2024, the Company's securities were suspended from trading (**Suspension**) on the basis that the ASX did not consider that the Company was in compliance with ASX Listing Rule 12.2 (having a financial condition that is adequate to warrant continued quotation of its securities).

As announced by the Company on 22 November 2024, the Company has obtained confirmation from the ASX that upon completion of the proposed Recapitalisation, along with satisfaction of a number of ancillary corporate matters, its financial condition will be sufficient for the purposes of ASX Listing Rule 12.2 to warrant the lifting of the Suspension to reinstate the Company's securities to Official Quotation on ASX. Refer to Section 4.8 for further details.

Prospective investors should be aware that reinstatement of the Company's securities to Official Quotation on ASX will be determined at the discretion of ASX.

ASIC Instrument on Share Purchase Plans

In certain circumstances, a listed company may undertake a share purchase plan in accordance with ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 (**ASIC Instrument**). The ASIC Instrument allows a share purchase plan to be conducted without the use of a prospectus once in any consecutive 12-month period.

The ASIC Instrument only applies to the offer of securities under a share purchase plan where a company's securities have not been suspended from quotation on ASX for more than a total of five days during the shorter of:

- (a) the period during which the class was quoted; and
- (b) the period of 12 months before the day on which the offer is made.

As a result of the Suspension, the Company is unable to rely on the relief granted by the ASIC Instrument and, therefore, is undertaking the Share Purchase Plan (by virtue of the SPP Offer) under this Prospectus.

Deed Administrators

The Deed Administrators of the Company (Subject to Deed of Company Arrangement), who have granted the Directors their approval under the DOCA to exercise the Directors' powers reflected in this Prospectus, have not independently verified any of the information contained in this Prospectus. The Deed Administrators and their employees and agents do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the information contained in this Prospectus.

Company Website

No documents or other information available on the Company's website is incorporated into this Prospectus by reference.

Financial forecasts

The Directors have considered the matters set out in ASIC Regulatory Guide 170 and believe that they do not have a reasonable basis to forecast future earnings on the basis that the operations of the Company are inherently uncertain. Accordingly, any forecast or projection information would contain such a broad range of potential outcomes and possibilities that it is not possible to prepare a reliable best estimate forecast or projection.

Clearing House Electronic Sub-Register System (CHES) and Issuer Sponsorship

The Company will apply to participate in CHES, for those investors who have, or wish to have, a sponsoring stockbroker. Investors who do not wish to participate through CHES will be issuer sponsored by the Company.

Electronic sub-registers mean that the Company will not be issuing certificates to investors. Instead, investors will be provided with statements (similar to a bank account statement) that set out the number of Securities issued to them under this Prospectus. The notice will also advise holders of their Holder Identification Number or Security Holder Reference Number and explain, for future reference, the sale and purchase procedures under CHES and issuer sponsorship.

Electronic sub-registers also mean ownership of securities can be transferred without having to rely upon paper documentation. Further monthly statements will be provided to holders if there have been any changes in

their security holding in the Company during the preceding month.

Definitions and Time

Unless the contrary intention appears or the context otherwise requires, words and phrases contained in this Prospectus have the same meaning and interpretation as given in the Corporations Act and capitalised terms have the meaning given in the Glossary in Section 11.

All references to time in this Prospectus are references to Australian Eastern Daylight Time.

Investment Advice

This Prospectus does not provide investment advice and has been prepared without taking account of your financial objectives, financial situation or particular needs (including financial or taxation issues). You should seek professional investment advice before subscribing for Securities under this Prospectus.

Risk factors

Potential investors should be aware that subscribing for Securities in the Company involves a number of risks. The key risk factors of which investors should be aware are set out in Section 8 of this Prospectus. These risks together with other general risks applicable to all investments in listed securities not specifically referred to, may affect the value of the Securities in the future. Accordingly, an investment in the Company should be considered highly speculative.

This document is important and should be read in its entirety. If after reading this Prospectus you have any questions about the securities being offered under this Prospectus or any other matter, then you should consult your stockbroker, accountant or other professional adviser before deciding whether to apply for Securities pursuant to this Prospectus.

Taxation implications

The Directors do not consider it appropriate to give Shareholders advice regarding the taxation consequences of applying for Securities under this Prospectus.

The Company, 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 applying for Securities under this Prospectus.

Disclaimer

No person is authorised to give information or to make any representation in connection with the offers described in this Prospectus, which is not contained in the Prospectus. Any information or representation not so contained may not be relied on as having been authorised by the Company in connection with the Offers. You should rely only on information in this Prospectus.

Joint Lead Managers

Canaccord Genuity (Australia) Limited and Morgans Corporate Limited (collectively, **Joint Lead Managers**) acted as joint lead managers to the Placement (as defined in this Prospectus).

To the maximum extent permitted by law, the Company and the Joint Lead Managers and their respective related bodies corporate and affiliates, and their respective officers, directors, employees, agents and advisers (in respect of the Joint Lead Managers, **JLM Parties**): (i) disclaim all responsibility and liability (including, without limitation, any liability arising from

fault, negligence or negligent misstatement) for any loss (including consequential or contingent loss or damage) arising from this Prospectus or reliance on anything contained in or omitted from it or otherwise arising in connection with this Prospectus; (ii) disclaim any obligations or undertaking to release any updates or revision to the information in this Prospectus to reflect any change in expectations or assumptions; and (iii) do not make any representation or warranty, express or implied, as to the accuracy, reliability, completeness of the information in this Prospectus or that this Prospectus contains all material information about the Company, the Placement, the Offers or that a prospective investor or purchaser may require in evaluating a possible investment in the Company or acquisition of shares in the Company, or likelihood of fulfilment of any forward-looking statement or any event or results expressed or implied in any forward-looking statement.

The JLM Parties take no responsibility for the Placement or Offers and make no recommendations as to whether any person should participate in the Placement or Offers nor do they make any representations or warranties (express or implied) concerning the Placement or Offers, and they disclaim (and by accepting this Prospectus you disclaim) any fiduciary relationship between them and the recipients of this Prospectus, or any duty to the recipients of this Prospectus or participants in the Placement, the Offers or any other person. The JLM Parties have not authorised, permitted or caused the issue, submission, dispatch or provision of this Prospectus and, for the avoidance of doubt, and except for references to their name, none of the JLM Parties makes or purports to make any statement in this Prospectus and there is no statement in this Prospectus which is based on any statement by any of them. The JLM Parties may rely on information provided by or on behalf of institutional investors in connection with managing, conducting and underwriting the Placement and without having independently verified that information and the JLM Parties do not assume any responsibility for the accuracy or completeness of that information. The JLM Parties may have interests in the securities of the Company, including by providing corporate advisory services to the Company. Further, the JLM Parties may act as market maker or buy or sell those securities or associated derivatives as principal or agent. The Joint Lead Managers may receive fees for acting in its capacity as joint lead managers to the Placement. For the avoidance of doubt, the SPP Offer is not underwritten.

Forward-looking statements

This Prospectus contains forward-looking statements which are identified by words such as 'may', 'could', 'believes', 'estimates', 'targets', 'expects', or 'intends' and other similar words that involve risks and uncertainties.

These statements are based on an assessment of present economic and operating conditions, and on a number of assumptions regarding future events and actions that, as at the date of this Prospectus, are expected to take place.

Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of our Company, the Directors and our management.

The Company cannot and does not give any assurance that the results, performance or achievements expressed or implied by the forward-looking statements contained in this prospectus will actually occur and investors are cautioned not to place undue reliance on these forward-looking statements.

The Company has no intention to update or revise forward-looking statements, or to publish prospective financial information in the future, regardless of whether new information, future events or any other factors affect the information contained in this prospectus, except where required by law.

These forward-looking statements are subject to various risk factors that could cause our actual results to differ materially from the results expressed or anticipated in these statements. These risk factors are set out in Section 8 of this Prospectus.

Privacy statement

If you complete an Application Form, you will be providing personal information to the Company. The Company collects, holds and will use that information to assess your application, service your needs as a Shareholder and to facilitate distribution payments and corporate communications to you as a Shareholder.

The information may also be used from time to time and disclosed to persons inspecting the register, including bidders for your securities in the context of takeovers, regulatory bodies including the Australian Taxation Office, authorised securities brokers, print service providers, mail houses and the share registry.

You can access, correct and update the personal information that we hold about you. If you wish to do so, please contact the share registry at the relevant contact number set out in this Prospectus.

Collection, maintenance and disclosure of certain personal information is governed by legislation including the Privacy Act 1988 (as amended), the Corporations Act and certain rules such as the ASX Settlement Operating Rules. You should note that if you do not provide the information required on the application for Securities, the Company may not be able to accept or process your application.

Enquiries

If you are in any doubt as to how to deal with any of the matters raised in this Prospectus, you should consult with your broker or legal, financial or other professional adviser without delay. Should you have any questions about the Offers please call Automic on 1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia) between 8:30am and 7:00pm (Sydney time), Monday to Friday or email corporate.actions@automicgroup.com.au prior to the relevant Closing Date.

1. CORPORATE DIRECTORY**Directors**

Bevan Jones
Managing Director

Paul Frederiks
Director, CFO and Company Secretary

Tim Dudley
Non-Executive Director

Paul Cronin
Proposed Non-Executive Chair

Company Secretary

Paul Frederiks

ASX Code

TNC

Share Registry*

Automic Pty Ltd
Level 5
126 Phillip Street
SYDNEY NSW 2000

Telephone:

1300 288 664 (within Australia)

+61 2 9698 5414 (International)

Registered Office

Level 6
75 Denham Street
TOWNSVILLE QLD 4810

Email: contact@truenorthcopper.com.au

Website: www.truenorthcopper.com.au

Joint Lead Managers

Canaccord Genuity (Australia) Limited
Level 4
60 Collins Street
MELBOURNE VIC 3000

Morgans Corporate Limited
Level 4
50 Colin Street
WEST PERTH WA 6005

Australian Legal Advisors

Steinepreis Paganin
Level 14, QV1 Building
250 St Georges Terrace
PERTH WA 6000

Auditor

BDO Audit Pty Ltd
Level 10
12 Creek Street
BRISBANE QLD 4000

*This entity is included for information purposes only. They have not been involved in the preparation of this Prospectus and have not consented to being named in this Prospectus.

2. LETTER TO INVESTORS

Dear investor

On behalf of the Board of True North Copper Limited (subject to Deed of Company Arrangement) (**TNC** or the **Company**), I am pleased to invite you to participate in a conditional offer for Eligible Shareholders to subscribe for up to \$30,000 worth of Shares under a "share purchase plan" at an issue price of \$0.005 per Share, to raise approximately \$5 million (before costs) (**SPP Offer**).

The SPP Offer is being conducted in conjunction with a conditional placement of 10,060,000,000 Shares to institutional investors (**Placement Participants**) to raise \$50.3 million (on a pre-Consolidation basis) (before costs) (**Placement**) (the SPP Offer and the Placement, together comprise the **Capital Raising**).¹

The issue of the Shares under the Placement to the Placement Participants is expected to occur on 31 December 2024. The Placement is fully underwritten by Canaccord Genuity (Australia) Limited (ACN 075 071 466) (AFSL 234666) (**Canaccord**) and Morgans Corporate Limited (ACN 010 539 607) (AFSL 235407) (**Morgans**) (together, the **Joint Lead Managers**).

The Capital Raising is conditional on (among other things) the Shareholder Approvals being obtained. Shareholders will therefore be asked to approve the issue of the Securities under the Placement and the Offers, and other resolutions in connection with the Recapitalisation at the annual general meeting of the Company, to be held on 23 December 2024 (**AGM**).

The successful completion of the Capital Raising, coupled with the restructure or extinguishment of all existing claims and debts of the Group, will allow TNC to re-emerge on the ASX and provide the working capital allowing the Company to embark on a material drilling campaign to further define its existing resources at its Cloncurry Copper and Mt Oxide Projects. TNC will not carry out any work consistent with ramping-up to or maintaining production at any of TNC's processing facilities during the next 12 months, given TNC solely intends to conduct exploration and evaluation activities during that period.

Pursuant to this Prospectus, the Company is also seeking to make the secondary offers of:

- (a) **Nominal Placement Offer:** 10,000 Shares at an issue price of \$0.005 per Share, to facilitate the secondary trading of Shares issued under the Placement; and
- (b) **Options Offer:** 500,000,000 Offer Options exercisable at \$0.006 on or before the date which is 12 months from the date of issue to Mr Paul Cronin (or his nominees) to facilitate the secondary trading of any Shares issued on exercise of the Offer Options.

Company Update

The Company is a mineral exploration and development company with a portfolio of assets in North West Queensland. TNC's two principal assets are the Cloncurry Copper Project and the Mt Oxide Project. The Cloncurry Copper Project commenced mining activities at the Wallace North deposit in July 2024, with mining activities ceasing in October 2024 on the Company entering into voluntary administration. The Mt Oxide Project is still in the exploration phase with a number of highly prospective targets identified.

On 21 October 2024, the Directors of TNC (and its subsidiaries) appointed Richard Tucker and Tony Miskiewicz of KordaMentha as voluntary administrators of TNC and its subsidiaries (the **Group**). The appointment followed a period of extensive negotiations with the Company's debt provider, largest shareholder and potential equity providers. ASX

¹ The Company's Notice of AGM includes a resolution to approve a Placement of between \$50 million and \$60 million at an issue price of \$0.005 per Share (through the issue of between 10,000,000,000 and 12,000,000,000). At this stage, the Placement is underwritten up to \$50.3 million, but the Company reserves the right to increase the size of the Placement up to a maximum of \$60 million should investor demand warrant an increase prior to settlement (subject to Shareholder Approval).

suspended TNC's shares from quotation on 22 October 2024 owing to the appointment of the Administrators.

As announced on 22 October 2024, the Administrators confirmed that they would commence a dual track recapitalisation and sales process for the Group.

The second meeting of creditors was held on 18 November 2024, at which the creditors resolved to approve a Deed of Company Arrangement under which the administrators were appointed as Deed Administrators, the Company's debts would be restructured, and the Company would be recapitalised, as contemplated by the Recapitalisation described below. The DOCA was executed on 19 November 2024.

Use of funds

Funds raised under the Capital Raising (excluding proceeds raised under the SPP) will be used for the following purposes:

- (a) partial repayment of the Group's existing secured debt facilities, including accrued but unpaid interest, currently estimated to be approximately \$27.2 million;
- (b) repayment of working capital facility, currently estimated to be \$1.2 million;
- (c) settlement of unsecured creditors via a contribution under the DOCA of \$1.4 million;
- (d) exploration and resource development of \$12 million;
- (e) care and maintenance costs of \$4 million; and
- (f) general working capital, corporate overheads and costs of the equity raising of an estimated \$4.5 million.

Following completion of the Recapitalisation, the Company will be in a position where its outstanding debts will be restructured or extinguished, allowing the Company to embark on a material drilling campaign to further define its existing resource at Cloncurry Copper Project.

TNC will not carry out any work consistent with ramping-up to or maintaining production at any of TNC's processing facilities during the next 12 months, given TNC solely intends to conduct exploration and evaluation activities during that period.

Recapitalisation Details

The Recapitalisation will involve:

- (a) the Company undertaking the Capital Raising to raise up to \$55,300,000;²
- (b) restructure or extinguishment of outstanding creditors as agreed in the Deed of Company Arrangement; and
- (c) the Company undertaking the Consolidation.

The Recapitalisation will result in the Company having approximately 13,179,399,065 Shares on issue (on a pre-Consolidation basis).³

Further Information

The Securities offered under this Prospectus should be regarded as highly speculative. Refer to Section 8 for a summary of the key risks associated with an investment in the Company. We encourage you to read this Prospectus carefully and in full before applying for any Securities. If you are in doubt as to any of the contents of this Prospectus, you should consult your accountant, stockbroker, tax adviser, lawyer or other professional adviser.

If you have any questions in respect to the Offers, please call Automic on 1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia) between 8:30am and 7:00pm

² Refer to footnote 1.

³ Refer to footnote 1.

(Sydney time), Monday to Friday or email corporate.actions@automicgroup.com.au prior to the relevant Closing Date. Alternatively, please contact your broker, accountant or other professional adviser.

On behalf of the Board, I encourage you to participate in the Capital Raising and thank you for your continued support.

Yours faithfully,

**BEVAN JONES
MANAGING DIRECTOR
TRUE NORTH COPPER LIMITED
(SUBJECT TO DEED OF
COMPANY ARRANGEMENT)**

3. KEY OFFER INFORMATION

3.1 Timetable

EVENT	DATE (AEDT)
SPP Record Date	21 November 2024
Notice of AGM and Appendix 3Bs released on ASX	22 November 2024
Underwritten Capital Raising announced on ASX	25 November 2024
Prospectus lodged with ASIC and released on ASX	4 December 2024
Opening date of the Offers	4 December 2024
SPP Closing Date (unless extended)	5:00pm (AEDT) on 17 December 2024
Announce results of the SPP Offer	20 December 2024
Annual General Meeting of Shareholders	23 December 2024
Effective Date of Consolidation	24 December 2024
Issue SPP Shares and release of Appendix 2A	24 December 2024
Last day for trading in pre-Consolidation Securities	27 December 2024
Trading in post-Consolidation securities commences on a deferred settlement basis	30 December 2024
Option Offer Closing Date (unless extended)	5:00pm (AEDT) on 30 December 2024
Settlement of Shares under the Placement	30 December 2024
Issue of Shares under the Placement and release of Appendix 2A	31 December 2024
Offer Options under the Options Offer issued	5:00pm (AEDT) on 31 December 2024
Record date of Consolidation (last day for Company to register transfers on a pre-Consolidation basis)	31 December 2024
Register updated to reflect change in the number of securities post-Consolidation	2 January 2025
DOCA effectuated, Company ceases to be subject to DOCA	2 January 2025
Nominal Placement Closing Date (unless extended)	2 January 2024
Last date for Company to update register and send holding statements following Consolidation	8 January 2025
Earliest anticipated date for satisfaction of ASX Reinstatement Conditions	6 January 2025

This timetable above (and each reference to it or to dates in it in this Prospectus) is indicative only and subject to change without notice. All times and dates in the timetable refer to AEDT. The Company reserves the right to amend any or all of these dates and times subject to the Corporations Act, the ASX Listing Rules and other applicable laws. In particular, the Company reserves the right to extend the SPP Closing Date, the Nominal Placement Closing Date and the Option Offer Closing Date, to accept late Applications (either generally or in particular cases) and to withdraw the SPP Offer, the Nominal Placement Offer or the Options Offer, without prior notice at its absolute discretion. Any extension of the relevant closing date may have a consequential effect on the allotment date of the Securities. The Official Quotation of Shares issued under the Placement, the SPP and the Nominal Placement Offer is subject to confirmation from ASX.

To the maximum extent permitted by law, the Company also reserves the right not to proceed with the Offers in whole or in part at any time prior to allotment and issue of the Shares for the relevant part of the Offers. In that event, the relevant Application Money (without interest) will be returned in full to the relevant Applicants.

Eligible Shareholders wishing to participate in the SPP Offer are encouraged to submit their SPP Acceptance Form or make payment by BPAY® (or, for Eligible Shareholders in New Zealand only, EFT and submit their Acceptance Form) as soon as possible after the SPP Offer opens.

Cooling off rights do not apply to an investment in Shares. You cannot withdraw your Application once it has been accepted.

The Shares under the Placement and the Nominal Placement Offer will be issued prior to the Shares being reinstated to Official Quotation on ASX. Whilst the Shares will be admitted to Official Quotation following close of the Offers, there is no guarantee that the Shares will be reinstated to Official Quotation on ASX.

3.2 Key statistics of the Offers

	FULL SUBSCRIPTION ²
Offer Price per Share ¹	\$0.005
Shares currently on issue	1,029,867,482
Shares to be issued under the Placement ²	10,060,000,000
Shares to be issued under the SPP Offer (assuming full subscription)	1,000,000,000
Shares to be issued under the Nominal Placement Offer	10,000
Shares to be issued to Global Ore ³	100,000,000
Shares to be issued to Nebari ⁴	789,521,583
Shares to be issued to KordaMentha ⁵	200,000,000
Gross proceeds of the issue of Shares under the Placement and the Offers ⁶	\$55,300,000
Shares on issue post-Offers	13,179,399,065
Shares on issue post-Consolidation⁷	131,793,991
Options currently on issue	15,384,554
Offer Options to be issued under the Options Offer ⁸	500,000,000
Options on issue post-Offers	515,384,554
Options on issue post- Consolidation⁷	5,153,846

Notes:

1. Refer to Section 7.1 for the terms of the Shares.
2. The Company's Notice of AGM includes a resolution to approve a Placement of between \$50 million and \$60 million at an issue price of \$0.005 per Share (through the issue of between 10,000,000,000 and 12,000,000,000). At this stage, the Placement is underwritten up to \$50.3 million, but the Company reserves the right to increase the size of the Placement up to a maximum of \$60 million should investor demand warrant an increase prior to settlement (subject to Shareholder Approval).
3. As set out in the Company's Notice of AGM, the Company has sought Shareholder approval to issue 100,000,000 Shares (on a pre-Consolidation basis) to Global Ore Discovery Pty Ltd (**Global Ore**).
4. Nebari is the senior secured lender in respect of the Loan Facility, to which the Group is a party. As part of the Recapitalisation, Nebari and the Company have agreed that Nebari will be repaid in full at completion of the Recapitalisation through proceeds of the Recapitalisation (US\$17,616,912.80 (being 90% of principal and interest up to 31 October 2024) and costs capped at A\$100,000) with the remainder through the issue of Shares to Nebari (subject to Shareholder approval). The number of Shares to be issued to Nebari will be calculated in accordance with the formula set out in Section 9.4(c). The number of Shares to be issued to Nebari is not presently ascertainable, as it is in part dependent on the prevailing USD:AUD exchange rate at the time of issue of the Shares under the Placement. Based on a USD:AUD exchange rate of 1USD:1.538AUD, the number of Shares to be issued to Nebari is 789,521,583. The Company will seek Shareholder approval at the AGM to issue up to 950,000,000 Shares (on a pre-Consolidation basis) to Nebari. Refer to Section 9.4(c) for further details.
5. The Company has agreed to issue, subject to Shareholder approval at the AGM, KM Custodians Pty Ltd (or their nominees) (**KordaMentha**) 200,000,000 Shares (on a pre-Consolidation basis) in lieu of part of the remuneration payable by the Group.
6. Assuming only the underwritten amount of \$50,300,000 is raised under the Placement, and the full subscription of \$5,000,000 is achieved under the SPP Offer.
7. Subject to Shareholder approval at the AGM, the Securities of the Company will be consolidated at a ratio of 1:100.
8. Refer to Section 7.2 for the terms of the Offer Options.

4. COMPANY AND RECAPITALISATION OVERVIEW

4.1 Overview of the Company

The Company was incorporated on 26 April 2006 and subsequently listed on ASX on 9 November 2020 (formerly named Duke Exploration Limited).

On 19 June 2023, the Shares of the Company were reinstated to trading on the Official List of ASX following the Company's merger with TNC Mining Pty Ltd (formerly named Trust North Copper Pty Ltd) and re-compliance with Chapters 1 and 2 of the ASX Listing Rules.

The Company is a mineral exploration and development company with a portfolio of assets in Northwest Queensland. The Company's two principal assets since July 2023 are the Cloncurry Copper Project and the Mt Oxide Project. The Cloncurry Copper Project commenced mining activities at the Wallace North deposit in July 2024, with mining activities ceasing in October 2024 on the Company entering into voluntary administration. The Mt Oxide Project is in its exploration phase with a number of highly prospective targets identified.

On 21 October 2024, the Directors of the Company (and its subsidiaries) appointed Richard Tucker and Tony Miskiewicz of KordaMentha as joint and several voluntary administrators (**Administrators**) of the Company and each of its subsidiaries. Since this appointment, the Administrators commenced a dual track process to achieve either a sale or recapitalisation of the Group or its assets.

Following the appointment of the Administrators, the Company, together with several supportive stakeholders, developed a proposal to recapitalise the Company by way of the DOCA and the Recapitalisation (details of which are detailed below).

4.2 Background to the Administration and the Recapitalisation

Prior to the appointment of the Administrators, the Group had commenced ramping up the Cloncurry Copper Project operations, moving towards production. In addition to production, mining and explorations activities were also being undertaken at both the Cloncurry and Mt Oxide tenures.

The Directors of the Group advised that, in their view, the financial predicament of the Group resulting in the Administration was primarily attributed to:

- (a) the Group being undercapitalised which resulted in liquidity constraints, largely due to:
 - (i) cost increases during the ramp up of the Cloncurry Copper Project;
 - (ii) production of copper crystal being impacted by low leach solution grades;
 - (iii) downtime at the SX plant due to a mechanical seal failure in the centrifuge requiring offsite repairs incurring additional cost and losing production days;
 - (iv) the absence of any agreement with Nebari Natural Resources Credit Fund II, LP (**Nebari**) to extend additional facilities; and
- (b) the inability to raise additional equity within the short time frame before the Group would have likely become insolvent.

Refer to Section 4.10 for further details.

Following the appointment of the Administrators and their assessment of operations, the decision was made to cease all mining and exploration activities, focussing on processing the leaching pads to produce copper sulphate. This decision to scale back operations resulted in standing down all third-party leased mining equipment, third-party contractors who were engaged for mining purposes and a reduction in the workforce.

The Administrators' assessment also indicated that the pre-appointment cash at bank would be insufficient to meet all post-appointment forecasted liabilities related to the ongoing operations (i.e. wages and payments to suppliers), overheads and administration costs. Without additional funding, the Group would run out of cash by mid-late November

2024, triggering an immediate shutdown of the Group's ongoing activities, which in the Administrator's view, would have been destructive to the value of the Group in the Recapitalisation process and ultimately have an adverse impact on returns to creditors. On that basis, the Administrators negotiated an administrators loan from Nebari and on 6 November 2024, the Administrators executed the loan agreement for the amount of US \$1.65 million.

On 11 November 2024, pursuant to their report to creditors (**Report to Creditors**), the Administrators recommended that the Company's creditors approve a deed of company arrangement (**DOCA**) as part of the broader Recapitalisation.

On 18 November 2024, at a second meeting of creditors, the Company's creditors passed a resolution approving entry into the DOCA. The purpose of the DOCA is to restructure the Company's debts and facilitate the recapitalisation of the Company, as contemplated by the Recapitalisation described below. The Group entered into the DOCA on 19 November 2024.

Under the DOCA, the Administrators were appointed as joint and several deed administrators (**Deed Administrators**). The Company will remain subject to DOCA, and its Shares will remain suspended from trading until completion of the DOCA and the satisfaction of certain conditions imposed by ASX for its reinstatement to Official Quotation.

The material terms of the DOCA are set out in Sections 4.4 and 9.4.

In addition, as part of the Recapitalisation, the Group's secured lender (Nebari) will execute a loan restructuring agreement with Nebari, pursuant to which Nebari will agree to restructure its secured debt, further details of which are set out in Sections 4.5 and 9.4.

4.3 The Recapitalisation

The Recapitalisation will involve:

- (a) the Company undertaking the Capital Raising to raise approximately \$55.3 million (in aggregate), comprising the fully underwritten conditional Placement to raise \$50.3 million (before costs)⁴ and the SPP Offer;
- (b) the repayment of secured debt using the equity proceeds of the Capital Raising; and
- (c) the Company undertaking the Consolidation.

A description of how the proceeds from the Capital Raising will be utilised is set out at Section 6.1.

The purpose of the Recapitalisation is to:

- (a) restructure the Company's capital and asset base;
- (b) raise funds for the working capital requirements of the Company;
- (c) achieve effectuation of the DOCA and retirement of the Deed Administrators;
- (d) discharge the claims of certain of the Group's creditors; and
- (e) facilitate the reinstatement of the Shares to Official Quotation on ASX.

4.4 DOCA

As noted above, creditors have approved the DOCA which provides for the continuation of the Group's business and operations. It has been formulated to enable a possible return to priority creditors (non-continuing employees) of 100 cents in the dollar and other unsecured creditors of up to 18 cents in the dollar.

⁴ The Company's Notice of AGM includes a resolution to approve a Placement of between \$50 million and \$60 million at an issue price of \$0.005 per Share (through the issue of between 10,000,000,000 and 12,000,000,000). At this stage, the Placement is underwritten up to \$50.3 million, but the Company reserves the right to increase the size of the Placement up to a maximum of \$60 million should investor demand warrant an increase prior to settlement (subject to Shareholder Approval).

The DOCA contemplates that the entitlements of the employees who continue to be employed by the Group will be preserved and paid out in the normal course of business of the Group.

The DOCA also contemplates that a creditors' trust will be established and all unsecured creditors whose claims are released by the DOCA will become beneficiaries of the trust to the value of their debt against the Group (**Creditors' Trust**). Payments from the Creditors' Trust are to be made as follows:

- (a) first, to pay the Trustee's liabilities;
- (b) second, and only after satisfaction of the amounts in paragraph (a) above, to eligible employee creditors (other than continuing employees) in relation to a claim that would have been entitled to priority over the claims of other unsecured creditors under section 556(1)(e), (g) and (h) of the Corporations Act if the Group had been wound up and the winding up was taken to have commenced on 21 October 2024;
- (c) third, and only after satisfaction of the amounts in paragraphs (a) and (b) above, to pay the admitted claims of the participating creditors as follows:
 - (i) towards Glencore International AG, Perilya Freehold Mining Pty Ltd, Mount Oxide Pty Ltd, Round Oak Minerals Pty Limited, Exco Resources Pty Limited and Exco Resources (QLD) Pty Ltd (to the extent that they are "participating creditors" under the DOCA)⁵, an amount of up to a maximum of \$200,000 towards their admitted claims on a pari passu basis; and
 - (ii) towards the admitted claims of the remaining "participating creditors" under the DOCA on a pari passu basis; and
- (d) finally, and only after satisfaction in full of the amounts to be paid pursuant to paragraphs (a) to (c) above, the balance of the funds available in the Creditor's Trust, if any, is to be returned to the Group.

Effectuation of the DOCA will be subject to certain conditions precedent being satisfied or waived by the Joint Lead Managers and Deed Administrators, as set out in the table below:

CONDITIONS	STATUS
<i>Execution of Nebari Restructuring Agreement</i> <i>The material terms of the Nebari Restructuring Agreement are set out in Section 9.4(c).</i>	Currently being negotiated. Refer to Sections 4.5 and 9.4(c) for further details.
<i>Termination by the Administrators of the employment of any employees agreed between the Administrators and the DOCA proponents in writing prior to execution of the DOCA</i>	Satisfied.
<i>Execution of Underwriting Agreement</i> <i>The material terms of the Underwriting Agreement are set out in Section 9.4(a).</i>	Completed on 22 November 2024.
<i>Shareholder approval for the issue of the Shares comprising the Placement being obtained at the AGM</i>	To be sought at AGM on 23 December 2024.
<i>Any other regulatory consent, approval or waiver the Deed Administrators (acting reasonably) consider necessary or appropriate to undertake the Placement and issue the Shares comprising the Placement.</i>	To be satisfied once the Shareholder Approvals are obtained.
<i>Completion of the Placement</i>	Expected to occur on 31 December 2024.

⁵ As at the date of this Prospectus, Round Oak Minerals Pty Limited, Exco Resources Pty Limited and Exco Resources (QLD) Pty Ltd are not "participating creditors" under the DOCA. Refer to Section 9.4(f) for further details.

If the conditions precedent to effectuation of the DOCA, as set out above, are satisfied (or waived), amongst other things:

- (a) the DOCA will terminate, and control of the Group will pass from the Deed Administrators to the Directors; and
- (b) an amount of up to \$1.4 million will be paid to the Trustees of the Creditors' Trust.

4.5 Restructured debt arrangements

As noted above, Nebari is the senior secured lender of the Group by virtue of the agreement entered into between the Company and Nebari in respect of the Loan Facility.

Prior to effectuation of the DOCA, Nebari and the Company will agree that Nebari will be repaid in full at completion of the Recapitalisation through proceeds of the Recapitalisation (90% of principal and interest up to 31 October 2024 and costs capped at \$100,000) with the remainder through the issue of new Shares to Nebari. The Company and Nebari will enter into a restructuring agreement to give effect to these terms (**Nebari Restructuring Agreement**).

The material terms of the Nebari Restructuring Agreement are set out in Section 9.4(c).

Further, pursuant to the Mt Oxide Deferral Deed, the deferred consideration payable to Perilya Freehold Mining Pty Ltd and Mount Oxide Pty Ltd for the acquisition of Mt Oxide has reduced from A\$15.0m to A\$7.5m payable December 2026 (previously June 2025), with the reduction supported through a mortgage over the Company's tenements. Refer to Section 9.4(g) for further details.

The deferred consideration for the acquisition of the Cloncurry Copper Project owed by the Company to Round Oak Minerals Pty Limited will be subject to the DOCA. Refer to Section 9.4(f) for further details.

4.6 Placement

As announced on 25 November 2024, the Company has received commitments from institutional investors for a conditional fully underwritten placement (**Placement Participants**) to raise approximately \$50.3 million through the issue of 10,060,000,000 Shares at an issue price of \$0.005 per Share (on a pre-Consolidation basis) (**Placement**).

The issue of Shares under the Placement is conditional on (among other things) the Shareholder Approvals being obtained. Shareholders will therefore be asked to approve the issue of the Shares under the Placement, along with other resolutions in connection with the Recapitalisation at the annual general meeting of the Company, to be held on 23 December 2024.

The issue of the Shares under the Placement to those Placement Participants is expected to occur on 31 December 2024.

The Company has entered a lead manager mandate with Canaccord Genuity (Australia) Limited (ACN 075 071 466) (**Canaccord**) and Morgans Corporate Limited (ACN 010 539 607) (**Morgans**) (together, the **Joint Lead Managers**) for joint lead manager services in connection with the Placement. The Placement is underwritten by the Joint Lead Managers in accordance with the terms of the underwriting agreement (**Underwriting Agreement**).

The Company's Notice of AGM includes a resolution to approve a Placement of between \$50 million and \$60 million at an issue price of \$0.005 per Share (through the issue of between 10,000,000,000 and 12,000,000,000). At this stage, the Placement is underwritten up to \$50.3 million, but the Company reserves the right to increase the size of the Placement up to a maximum of \$60 million should investor demand warrant an increase prior to settlement (subject to Shareholder Approval).

The Company has agreed to pay the Joint Lead Managers the following fees in respect of their services as joint lead managers and underwriters to the Placement:

- (a) a management fee of:
 - (i) 2.00% of the amount that is equal to the total amount raised, less the proceeds attributable to Tembo Capital Holdings UK Ltd (and/or any of its affiliates or any fund or entity managed or advised by it or any of its affiliates) (**Tembo Capital**); and
 - (ii) 1.20% of the amount that is equal to the total amount raised attributable to Tembo Capital; and
- (b) an underwriting fee of 4.00% of the amount that is equal to the total amount raised, less the proceeds attributable to Tembo Capital.

4.7 Consolidation

The Consolidation is the consolidation of the Company's Shares on the basis that every 100 Shares are consolidated into 1 Share (and a corresponding adjustment to the number of Options, Warrants and Performance Rights on issue).

Where the Consolidation results in a fraction of a Share, Warrant, Performance Rights or Option being held, the Company will be authorised to round that fraction up or down to the nearest whole number, with entitlements to less than half of a Share, Option, Performance Right or Warrant rounded down.

The Consolidation is subject to the Shareholder Approvals being obtained at the AGM (see Section 4.9).

Key dates for the Consolidation are set out in the Timetable in Section 3.1. The effect of the Consolidation is set out in Section 6.9.

4.8 ASX Reinstatement Conditions

ASX has confirmed that, subject to the satisfaction of the conditions for reinstatement, the Shares will be reinstated to Official Quotation of the Official List (**ASX Reinstatement Conditions**). The ASX Reinstatement Conditions include the following conditions:

- (a) confirmation in the form of an ASX announcement that TNC has:
 - (i) issued a minimum of 10,000,000,000 Shares and up to 12,000,000,000 Shares pursuant to the Placement and up to 1,000,000,000 Shares pursuant to the SPP Offer; and
 - (ii) completed the Consolidation.
- (b) confirmation that TNC has received cleared funds for the complete amount of the issue price of every Share issued pursuant to the Capital Raising;
- (c) confirmation in the form of an ASX announcement that the Company has completed the issue of the following Securities (on a pre-Consolidation basis):
 - (i) up to 100,000,000 Shares issued to Global Ore;
 - (ii) up to 950,000,000 Shares to Nebari in consideration for the partial discharge of the balance of a debt facility provided by Nebari;
 - (iii) up to 200,000,000 Shares to KordaMentha (or their nominee(s)) in consideration for the provision of professional services in the conduct of the Company's voluntary administration;
 - (iv) up to 10,000 Shares under the Nominal Placement Offer;
 - (v) up to 500,000,000 Offer Options to Mr Paul Cronin under the Options Offer; and
 - (vi) up to 50,000,000 Performance Rights to Mr Bevan Jones expiring 5 years from the date of issue, with the vesting conditions of the Performance Rights to be contained in the ASX announcement,

(together, the **Secondary Security Issues**);

- (d) confirmation in the form of an ASX announcement of TNC's proposed operations and strategy following reinstatement to the satisfaction of ASX, including:
- (i) the effectuation of the DOCA on the terms set out in the Report by Administrators of the Group dated 11 November 2024;
 - (ii) details of the agreement reached with Perilya whereby the current \$15m deferred cash payment from the Company's acquisition of Mt Oxide is reduced to \$7.5 million (with payment deferred until 7 December 2026) supported by a mortgage over the Company's tenements;
 - (iii) details of the agreement reached with Round Oak whereby the \$3m deferred consideration payable for the Cloncurry Copper Project is re-structured to take the form of an equity contribution or is otherwise compromised in full to the satisfaction of ASX;
 - (iv) control of the Group passing back to the Directors (from the Administrators);
 - (v) a proposed use of funds for the next 18 months following the Capital Raising;
 - (vi) a detailed explanation of the Company's proposed programme of works for the use of funds period;
 - (vii) a confirmation that TNC intends to complete further technical study and optimisation work in relation to the Cloncurry Copper Project, and accordingly, that TNC no longer relies on its existing mine plan as provided in the Mining Restart Study released to ASX on 15 February 2024 (**Restart Study**), as the material assumptions underpinning the Restart Study no longer apply (refer to retraction in Section 4.11); and
 - (viii) confirmation that TNC will not carry out any work consistent with ramping-up to or maintaining production at any of TNC's processing facilities during the next 12 months, given TNC solely intends to conduct exploration and evaluation activities during that period,

(together, the **TNC Proposed Announcement**);

- (e) TNC demonstrating compliance with Listing Rule 12.1 to the satisfaction of ASX;
- (f) TNC demonstrating compliance with Listing Rule 12.2 to the satisfaction of ASX, including:
- (i) confirmation in a form acceptable to ASX that TNC has received cleared funds for the complete amount of the issue price of every Share issued pursuant to the Capital Raising;
 - (ii) confirmation in a form acceptable to ASX that TNC has paid the balance of the secured debt in favour of Nebari, including confirmation in that all security interests over TNC's assets have been discharged;
 - (iii) a 'working capital statement' similar to that required by Listing Rule 1.3.3(a) to the effect that following completion of the Capital Raising, the Company will have sufficient working capital at the time of its reinstatement to carry out its objectives, being the objectives detailed in the TNC Proposed Announcement;
 - (iv) provision of a reviewed pro-forma statement of financial position to the satisfaction of ASX updated for the actual funds raised under the Capital Raising (**Pro Forma**), which aligns with the pro-forma contained in section 6.4 of the Report by Administrators of the Group dated 11 November 2024 (refer to pro forma statement of financial position in Section 6.7); and

- (v) a statement confirming all known creditor claims relating to TNC ceasing ramp-up of production and entering into voluntary administration have been accounted for in the pro-forma balance sheet;
- (g) TNC demonstrating that, at the time of reinstatement, it will be funded for at least 12 months;
- (h) TNC lodging its transaction-specific prospectus as contemplated by section 713 of the Corporations Act in relation to its recapitalisation proposal;
- (i) confirmation in the form of an ASX announcement of the material conclusions of TNC's voluntary administrators as to the cause of TNC's insolvency and the estimated date of insolvency. Please comment specifically on the following production challenges identified by TNC's voluntary administrators as causes of TNC's liquidity constraints:
 - (i) the increase in costs at the Cloncurry Copper Project during ramp-up;
 - (ii) production of copper crystal being impacted by low leach solution grades; and
 - (iii) downtime at the SX plant being the result of mechanical failures resulting in further costs and delay,
 (refer to Section 4.10 for details);
- (j) confirmation that there are no legal, regulatory or contractual impediments to TNC undertaking the activities the subject of its proposed use of funds;
- (k) payment of all ASX fees, including listing fees, applicable and outstanding (if any);
- (l) lodgement of all Director's Interest Notices, being either Appendix 3Xs, 3Ys or 3Zs, as required;
- (m) lodgement of all outstanding Appendices 2A, 3B and 3G (if any) with ASX for issues of new Securities;
- (n) lodgement of all outstanding periodic or quarterly reports (if any) required to be lodged under Chapters 4 and 5 of the Listing Rules and any other outstanding documents required by Listing Rule 17.5;
- (o) provision of the following documents, in a form suitable for release to the market:
 - (i) upon completion and settlement of the Capital Raising, Consolidation and the Secondary Security Issues, lodgement of the following to ASX:
 - (A) a statement setting out the names of the 20 largest holders of Shares, including the number and percentage of Shares held by those holders; and
 - (B) a distribution schedule of the numbers of holders of Shares, setting out the number of holders in the following categories:
 - 1 - 1,000
 - 1,001 - 5,000
 - 5,001 - 10,000
 - 10,001 - 100,000
 - 100,001 and over
 - (ii) a statement outlining TNC's capital structure at the time of reinstatement, following the Consolidation and the issue of the Capital Raising and the Secondary Security Issue securities;
 - (iii) any further documents and confirmations that ASX may determine are required to be released to the market as pre-quotation disclosure;

- (iv) a statement confirming TNC is in compliance with the Listing Rules, and in particular, Listing Rule 3.1; and
- (v) any other information required or requested by ASX, including but not limited to, in relation to any issues that may arise from ASX's review of:
 - (A) the pro forma statement of financial position; and
 - (B) information provided by TNC as pre-reinstatement disclosure, or to satisfy any of the above conditions to reinstatement.

(together, the **ASX Reinstatement Conditions**).

4.9 AGM and Shareholder Approvals

The Recapitalisation, the Placement and the Offers are conditional on Shareholders approving the following inter-conditional resolutions:

- (a) the approval of the issue of Performance Rights to Bevan Jones for the purposes of ASX Listing Rule 10.14;
- (b) the approval of the issue of Shares to Global Ore for the purposes of ASX Listing Rule 7.1;
- (c) the approval of the issue of Shares under the Placement for the purposes of ASX Listing Rule 7.1 and all other purposes;
- (d) the approval of the issue of Shares under the Nominal Placement Offer for the purposes of ASX Listing Rule 7.1 and all other purposes;
- (e) the approval of the issue of Shares under the SPP Offer for the purposes of ASX Listing Rule 7.1 and all other purposes;
- (f) the approval of the Consolidation;
- (g) the approval for the participation in the Placement by Tembo Capital Holdings UK Ltd for the purposes of ASX Listing Rule 10.11 and all other purposes;
- (h) the approval of the issue of Offer Options to Paul Cronin under the Options Offer for the purposes of ASX Listing Rule 10.11 and all other purposes;
- (i) the approval for the participation in the Placement by Paul Cronin for the purposes of ASX Listing Rule 10.11 and all other purposes;
- (j) the approval for the participation in the Placement by Bevan Jones for the purposes of ASX Listing Rule 10.11 and all other purposes;
- (k) the approval of the issue of Shares to Nebari for the purposes of ASX Listing Rule 7.1; and
- (l) the approval of the issue of Shares to KordaMentha for the purposes of ASX Listing Rule 7.1,

(together, the **Shareholder Approvals**).

The Shareholder Approvals will be sought at annual general meeting of the Company (**AGM**) which is scheduled to be held on 23 December 2024.

If the Shareholder Approvals are not obtained at the AGM, Applicants who subscribed for Securities under the Offers will not be issued with Securities, the Placement Participants will not be issued with Shares, the Recapitalisation will not proceed, and the Group may be wound up and placed into liquidation. If this occurs, the liquidators are required to realise and distribute the assets of Group in accordance with section 556 of the Corporations Act (subject to section 545 of the Corporations Act) and will also be required to complete a thorough investigation into the Group's past dealings and affairs, and the past actions of the Directors. The effects of the liquidation of the Group include:

- (a) the moratorium available under the Administration process will cease;

- (b) the liquidators will be empowered to recover potential voidable transactions; and
- (c) the liquidators will be required to investigate the affairs of the Group pursuant to section 533 of the Corporations Act and lodge a report with ASIC in respect of the same.

Liquidation may make it more difficult to attract a purchaser for the business and a liquidator would be unable to trade on the business, except with a view to winding up the affairs of the Group. If this occurs, there may not be any return to unsecured creditors of the Group.

Further information on the Shareholder Approvals is set out in the Notice of AGM which was sent to Shareholders on 22 November 2024.

The Placement and the Offers are also conditional on the remaining Offer Conditions being satisfied. These are described in Section 5.4.

4.10 The cause of TNC's insolvency

For the purposes of the ASX Reinstatement Conditions summarised at Section 4.8(i) of this Prospectus, the Directors confirm that, in their view (and consistent with the material conclusions of the Administrators in the Report to Creditors:

- (a) the financial predicament of the Group can primarily be attributed to:
 - (i) the Group being undercapitalised which results in liquidity constraints, largely due to:
 - (A) cost increases during the ramp up of the Cloncurry Copper Project;
 - (B) production of copper crystal being impacted by low leach solution grades; and
 - (C) downtime at the SX plant due to a mechanical seal failure in the centrifuge requiring offsite repairs incurring additional cost and losing production days;
 - (ii) no agreement with Nebari to extend additional facilities; and
 - (iii) the Group being unable to raise additional equity within the short time frame before the Group would have likely become insolvent; and
- (b) the estimated date of insolvency was 18 October 2024.

The Company also provides the following additional information regarding the production challenges identified above:

The TNC Group was undercapitalised ahead of the restart of mining due to a lack of positive cash flow generated from processing stockpiled material. This initially resulted from factors listed in (a)(i)(B) and (a)(i)(C) above. These issues impacted expected revenues and increased the forward-looking working capital requirements for the mining restart and the production ramp up to commercial production. This situation was further exacerbated by the Company's indebtedness.

Indebtedness and Key Contributing Factors

In Queensland, junior miners are required to place funds in an environmental bond before they commence mining operations, equivalent to the environmental liability of the mine site. To commence mining at the Cloncurry Copper Project, the Company was required to fund a \$15m environment bond and this was done via a senior secured loan with Nebari with an initial tranche of US\$18m drawn in February 2024. TNC had commenced paying cash interest and was approaching the first repayment dates at a time when the mining was ramping up and yet to reach positive net cash flow. In addition to the cost of servicing this debt, the loan agreement contained minimum cash and aged receivables covenants which the Company could not satisfy during mining the ramp-up period.

When the Nebari funds were drawn in February 2024, TNC's management at the time intended that TNC would commence mining shortly thereafter. Unforeseen administrative delays, preparation works and personnel changes delayed the actual commencement of mining until July 2024. This caused an increase in the working capital required to fund TNC until the operations and the Company achieved positive net cash flow. As foreshadowed in the ASX announcement dated 14 October 2024, mining and processing activities were advancing positively however, the Company's statement of financial position was under pressure.

At that time, the Company had anticipated either that operational progress would soon be in a position to access Tranche 2 of the Nebari facility (US\$10m), or that an amended agreement would be agreed with Nebari to allow TNC to access funds, or additional capital could be raised (following the planned Oct AGM). A condition precedent to draw Tranche 2 (US\$10m) of the Nebari senior secured loan was commencement of commercial production of fresh ore. This required mining of sulphide orebody at Wallace North. By the end of October 2024, TNC was expected to reach to the sulphide orebody after mining the oxide and transitional ores. TNC required additional working capital before the end of the month and anticipated it would soon be in breach of its covenants with Nebari. Negotiations to secure additional capital in a short time period ultimately did not succeed.

Cost increases

TNC's strategy was to generate early positive cashflows at the Cloncurry Copper Project by re-processing stockpiled oxide material which would contribute revenue and reduce the net working capital required to fund the restart and production ramp up. This entailed leaching of copper through the heap leach operations and production of copper sulphate crystal at the refurbished SX plant. This initial stage of the operation failed to ramp-up as expected, largely due to the following preceding factors:

- delays and cost inflation associated with the refurbishment of the SX plant (refurbishment of the SX plant required civil, electrical, and plant modifications to recommission in 2023);
- operational downtime due to performance of the SX plant, including a replacement of key process plant management personnel;
- site power supply interruptions due to a change in power supply; and
- weather impacts caused by extreme heat.

Low leach solution grades

Crystal production was impacted by low leach solution grades experienced before the first new mined ore was stacked and steady state SX Plant operations were able to be achieved. The initial production from the SX Plant was from stockpiled ore from TNC's Mt Norma Project. Processing of this stockpiled ore was substantially complete prior to the CCP mining restart. Oxide ore deliveries from Wallace North commenced in September, with stacking and irrigation of this ore starting in the first week of October. During the intervening period until new mined ore was placed on the heap, TNC ran the SX Crystal plant on a campaign basis (running the plant over shorter periods) to allow copper grades to build during in solution between campaigns.

The time taken awaiting new mined copper to be added to the heap was an important factor, however it is noted that since the SX plant was restarted in 2023, TNC and its metallurgical advisors consistently expected metal concentrations in the process to increase. The material transported from Mt Norma and added to the heap was estimated to grade around 2% copper (refer to Annexure A of Company's prospectus released on the Company's ASX platform on 16 June 2023). However, production from stockpiled ores did not yield the projected copper tonnages. Due to the dynamic nature of the heap leach process and the re-circulating solution, it is difficult to reconcile. It is not yet known whether the metal balance remains in the heap, or whether there was more dilution or lower grades in the material placed on the heap, in comparison to metallurgical and geological estimates. Nevertheless, processing of Mt Norma stockpiled ore is complete and therefore is not a target for future exploration or resource estimation work.

Downtime at SX plant

The SX plant experienced significant downtime in July due to a mechanical seal failure in the centrifuge requiring offsite repairs. Lost production totalled 8 days. A planned maintenance shut down was completed in September to upgrade electrical cabling in the plant. The shut down was completed on schedule. When the SX Plant is required to be shut down for a period due to mechanical faults or other repairs, it reduces the efficiency of the SX Plant as it takes time to return the process to optimal temperatures and conditions.

Immediately prior to voluntary administration, the performance of the SX plant and heap leach operations was vastly improved as the Company had access to mined oxide ore at Wallace North operations. However, the additional working capital requirement from the re-aligned revenue and costs placed significant pressure on the Company's finances and reduced the available time the Company had to resolve the funding issue.

4.11 Retracted Information

The Company has previously announced:

- (a) Ore Reserve Estimates;
- (b) a production target; and
- (c) forecast financial information based on that production target,

for its Cloncurry Copper Project.

The Company intends to complete further technical study and optimisation work in relation to its Cloncurry Copper Project, and accordingly, the Company no longer relies on its existing mine plan as provided in the Mining Restart Study released to ASX on 15 February 2024 (the **Restart Study**), as the material assumptions underpinning the Restart Study no longer apply and, accordingly, the previously stated Ore Reserve Estimates, production target and forecast financial information based on that production target for the Cloncurry Copper Project are retracted (**Retracted Information**).

Investors should not rely on the Retracted Information as a basis for an investment decision.

The Company will not carry out any work consistent with ramping-up to or maintaining production at any of its processing facilities during the next 12 months, given the Company solely intends to conduct exploration and evaluation activities during that period.

5. DETAILS OF THE OFFERS

5.1 The SPP Offer

As announced on 22 November 2024 and on 25 November 2024, the Company is undertaking an offer of Shares to existing Shareholders pursuant to a share purchase plan (**SPP or Share Purchase Plan**).

By this Prospectus, the Company invites Eligible Shareholders to apply for a total of 1,000,000,000 Shares at an issue price of \$0.005 per Share to raise up to \$5,000,000 (before costs) (**SPP Offer**).

Eligible Shareholders are entitled to apply for a maximum of \$30,000 worth of Shares (representing 6,000,000 Shares at an issue price of \$0.005 per Share).

All of the Shares offered under this Prospectus will rank equally with the Shares on issue at the date of this Prospectus. Please refer to Section 7.1 for further information regarding the rights and liabilities attaching to the Shares.

The issue of Shares under the SPP Offer is subject to the Company obtaining the Shareholder Approvals and the other Offer Conditions described in Sections 4.8 and 5.4 being satisfied. If the Offer Conditions are not satisfied, Applicants who subscribed for Shares under the SPP Offer will not be issued with Shares and the Company will refund all Application Monies to Applicants without interest.

The purpose of the SPP Offer and the intended use of funds raised, as previously disclosed to ASX, is set out in Section 6.1 of this Prospectus.

The SPP Offer opens on 4 December 2024 and closes on 17 December 2024. The Company reserves the right to close the SPP Offer early or extend the SPP Closing Date.

5.2 The Nominal Placement Offer

By this Prospectus, the Company invites investors identified by the Directors to apply for 10,000 Shares at an issue price of \$0.005 per Share, to raise \$50 (before expenses) under the Nominal Placement Offer. The Nominal Placement Offer will only be extended to specific parties on invitation from the Directors. Nominal Placement Application Forms will only be provided by the Company to these parties.

The Company reserves the right to reject any Nominal Placement Application Forms in respect of the Nominal Placement Offer that is not correctly completed or reject any payment and/or Nominal Placement Application Form that is received after 5.00pm (AEDT) on the Nominal Placement Closing Date. If your Nominal Placement Application Form is rejected, your offer of Shares will lapse. The Company's decision on how to construe, amend or complete the Nominal Placement Application Form is final.

The issue of Shares under the Nominal Placement Offer is subject to the Company obtaining the Shareholder Approvals and the other Offer Conditions described in Sections 4.8 and 5.4 being satisfied. If the Offer Conditions are not satisfied, Applicants who subscribed for Shares under the Offers will not be issued with Shares and the Company will refund all Application Monies to Applicants without interest.

The Nominal Placement Offer opens on 4 December 2024 and closes on 2 January 2025. The Company reserves the right to close the Nominal Placement Offer early or extend the Nominal Placement Closing Date. If no applications are received or accepted, the issue of the Nominal Placement Shares will not proceed.

5.3 The Options Offer

The Options Offer is an offer of 500,000,000 Offer Options to Mr Paul Cronin (or his nominees). The Offer Options will be issued at a nil issue price. No funds will be raised from the issue of the Offer Options, other than the funds received by the Company on exercise of the Offer Options.

Shareholder approval for the Offer Options under the Options Offer will be sought under ASX Listing Rule 10.11 at the Company's AGM.

Only Mr Paul Cronin (or his nominees) may accept the Options Offer, by using the relevant Options Offer Application Form in relation to the Options Offer.

All Offer Options offered under the Options Offer will be issued, subject to Shareholder approval, on the terms set out in Section 7.2. All Shares issued on exercise of the Offer Options will rank equally with the Shares on issue at the date of this Prospectus.

The Company will not apply for Official Quotation of the New Options offered pursuant to the Options Offer.

The Options Offer opens on 4 December 2024 and closes on 30 December 2024. The Company reserves the right to close the Options Offer early or extend the Option Offer Closing Date.

5.4 Offers conditional

The Recapitalisation, the Placement and the Offers under this Prospectus, are conditional on:

- (a) the Shareholder Approvals being obtained;
- (b) the Company receiving confirmation from ASX that it will reinstate its Shares to Official Quotation, subject to satisfaction of the ASX Reinstatement Conditions; and
- (c) the DOCA not having been terminated and the Company being of the view, acting reasonably, that any conditions to the completion of the DOCA are capable of being satisfied,

(together, the **Offer Conditions**).

If any of these Offer Conditions are not satisfied, the Recapitalisation, the Placement and the Offers will not proceed, and the Group may be wound up and placed into liquidation. Furthermore, if the Offer Conditions are not satisfied, Applicants who subscribed for Shares under the Offers will not be issued with Securities and the Company will refund all Application Monies to Applicants without interest. See Section 4.9 for further details.

5.5 Eligibility

Only Eligible Shareholders may participate in the SPP Offer. 'Eligible Shareholders' for the purpose of the SPP Offer are Shareholders:

- (a) who were registered holders of Shares on the SPP Record Date; and
- (b) whose registered address was in Australia or New Zealand.

If you are the only registered Shareholder of a holding of Shares, but you receive more than one SPP Offer (for example because you hold Shares in more than one capacity), you may only apply for one parcel of Shares with a value of up to \$30,000. The Company reserves the right to reject any application for Shares under this Prospectus to the extent it considers that the application (whether alone or in conjunction with other applications) does not comply with these requirements.

Participation in the SPP Offer is optional and is subject to the terms and conditions set out in this Prospectus.

5.6 Minimum subscription

There is no minimum subscription for the SPP Offer.

5.7 Applications

(a) SPP Offer

An application for the SPP Offer must be made on the SPP Application Form accompanying this Prospectus. Pursuant to the SPP Offer, Eligible Shareholders may apply for a maximum of \$30,000 worth of Shares. Eligible Shareholders may

participate by selecting one of the following options (**SPP Application Amount**) to purchase Shares under the SPP Offer:

SPP APPLICATION AMOUNT	NUMBER OF SHARES WHICH MAY BE PURCHASED
\$1,000	200,000
\$2,000	400,000
\$5,000	1,000,000
\$10,000	2,000,000
\$15,000	3,000,000
\$20,000	4,000,000
\$30,000	6,000,000

Where the amount applied for results in a fraction of a Share the number of Shares issued will be rounded down to the nearest whole Share.

Any Application monies received for more than an Applicant's final allocation of Shares (only where the amount is \$1.00 or greater) will be refunded.

Eligible Shareholders may apply under the SPP Offer by completing the SPP Application Form accompanying this Prospectus in accordance with the instructions outlined on the SPP Application Form.

The Company will not be printing/dispatching hard copies of the Prospectus or SPP Application Forms. Instead, an electronic copy of the Prospectus and the SPP Application Form is available and accessible to Eligible Shareholders (using their Securityholder Reference Number (SRN) or Holder Identification Number (HIN) from their latest Holding Statement, and their postcode) at the following link: www.investor.automic.com.au. Further information relating to the SPP Offer and the application process can be found on the access letter provided to Eligible Shareholders.

If you require assistance in completing a SPP Application Form, please call Automic on 1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia) between 8:30am and 7:00pm (Sydney time), Monday to Friday or email corporate.actions@automicgroup.com.au, before the SPP Closing Date.

(b) **Nominal Placement Offer**

The Nominal Placement Offer will only be extended to specific parties on invitation from the Directors. Nominal Placement Application Forms will only be provided by the Company to these parties. By completing a Nominal Placement Application Form, you will be taken to have declared that all details and statements made by you are complete and accurate and that you have received personally the Nominal Placement Application Form together with a complete and unaltered copy of the Prospectus.

(c) **Options Offer**

The Options Offer will only be extended to Mr Paul Cronin and the Options Offer Application Form will only be provided by the Company to Mr Paul Cronin.

5.8 Scale Back

The Company reserves absolute discretion to scale back applications under the SPP Offer to the extent and in the manner that it sees fit.

If the Company undertakes a scale back, you will receive the number of Shares determined by the Company in its absolute discretion which may be less than the parcel of Shares for which you have applied. In this case, the difference between the application moneys received and the number of Shares allocated to you multiplied by the issue price, may be refunded to you by direct credit (to your nominated account if recorded on the Company's share register) as soon as practicable without interest at the time of allotment.

5.9 Payment by EFT or BPAY®

For payment by EFT or BPAY®, please follow the instructions on the Application Form.

You can only make a payment via:

- (a) EFT if you are a holder of an account that supports EFT transactions to an Australian bank account; or
- (b) BPAY® if you are the holder of an account with an Australian financial institution that supports BPAY® transactions.

Please note that should you choose to pay by EFT or BPAY®:

- (a) you do not need to submit the Application Form but are taken to have made the declarations on that Application Form; and
- (b) if you do not pay for your Entitlement in full, you are deemed to have taken up your Entitlement in respect of such whole number of Shares which is covered in full by your Application Monies.

It is your responsibility to ensure that your EFT or BPAY® payment is received by the share registry by no later than 5:00pm (AEDT) on the SPP Closing Date. You should be aware that your financial institution may implement earlier cut-off times with regards to electronic payment and you should therefore take this into consideration when making payment. Any Application Monies received for more than your final allocation of Shares (only where the amount is \$1.00 or greater) will be refunded. No interest will be paid on any application monies received or refunded.

5.10 Custodians, trustees and nominees

If you are an Eligible Shareholder and hold Shares as a custodian (as defined in the ASIC Instrument) (**Custodian**) or in any more specific ASIC relief granted to the Company in relation to the SPP), you may apply for up to \$30,000 worth of new Shares for each beneficiary for whom you act as custodian provided you complete and submit, together with an SPP Application Form, a certificate (**Custodian Certificate**) with the following information:

- (a) that you held Shares on behalf of:
 - (i) one or more other persons that are not custodians; and/or
 - (ii) another custodian (**Downstream Custodian**) that holds beneficial interests in Shares on behalf of one or more other persons who are resident in Australia or New Zealand, to which those beneficial interests relate,

(each a **Participating Beneficiary**) at the SPP Record Date who have subsequently instructed you, and/or the Downstream Custodian, to apply for Shares under the SPP on their behalf;
- (b) the number of Participating Beneficiaries and their names and addresses;
- (c) the number of Shares that you hold on behalf of each Participating Beneficiary;
- (d) the number or dollar amount of Shares that each Participating Beneficiary has instructed you, either directly or indirectly through a Downstream Custodian, to apply for on their behalf;
- (e) that the application price for Shares applied under the SPP Offer for each Participating Beneficiary for whom you act in addition to the application price for any other Shares issued to you as custodian (as a result of instruction given to you as Custodian or a Downstream Custodian) for that Participating Beneficiary under any arrangement similar to the SPP in the prior 12 months does not exceed \$30,000;
- (f) that a copy of the Prospectus was given to each Participating Beneficiary; and

- (g) where you hold Shares on behalf of a Participating Beneficiary indirectly, through one or more Downstream Custodians, the name and address of each Downstream Custodian.

For the purposes of the ASIC Instrument you are a 'Custodian' if you provide a custodial or depository service in relation to shares of a body or interests in a registered scheme and you:

- (a) hold an Australian financial services licence covering the provision of a custodial or depository service;
- (b) are exempt from the requirement to hold an Australian financial services licence covering the provision of a custodial or depository service;
- (c) hold an Australian financial services licence covering the operation of an IDPS or is a responsible entity of an IDPS-like scheme;
- (d) are a trustee of a self-managed superannuation fund or a superannuation master trust; or
- (e) are a registered holder of shares or interests in the class and are noted on the register of members of the body or scheme as holding the shares or interests on account of another person.

If you hold Shares as a trustee or nominee for another person or persons but are not a Custodian as defined above, you cannot participate for beneficiaries in the manner described above. In this case, the rules for multiple single holdings (above) apply.

Custodians should request a Custodian Certificate when making an application on behalf of Participating Beneficiaries. To request a Custodian Certificate and if you would like further information on how to apply, you should contact Automic on 1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia) between 8:30am and 7:00pm (Sydney time), Monday to Friday or email corporate.actions@automicgroup.com.au, before the SPP Closing Date.

The Company reserves the right to reject any application to the extent it considers that the application (whether alone or in conjunction with other applications) does not comply with these requirements.

5.11 Underwriting

The Offers are not underwritten.

5.12 ASX listing

Application for Official Quotation of the Shares offered pursuant to this Prospectus will be made in accordance with the timetable set out in Section 3.1. If ASX does not grant Official Quotation of the Shares offered pursuant to this Prospectus before the expiration of three months after the date of issue of the Prospectus, (or such period as varied by ASIC), the Company will not issue any and will repay all application monies for the Shares within the time prescribed under the Corporations Act, without interest.

5.13 Issue

Securities issued pursuant to the Offers will be issued in accordance with the ASX Listing Rules and timetable set out at the commencement of this Prospectus.

Where the number of Securities issued is less than the number applied for, or where no issue is made, surplus Application Monies will be refunded without any interest to the Applicant as soon as practicable after the closing date of the Offers.

Pending the issue of the Securities or payment of refunds pursuant to this Prospectus, all Application Monies will be held by the Company in trust for the Applicants in a separate bank account as required by the Corporations Act. The Company, however, will be entitled to retain all interest that accrues on the bank account and each Applicant waives the right to claim interest.

Holding statements for Securities issued under the Offers will be mailed in accordance with the timetable set out at the commencement of this Prospectus.

5.14 Overseas shareholders

This Prospectus does not, and is not intended to, constitute an offer 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 Prospectus.

It is not practicable for the Company to comply with the securities laws of overseas jurisdictions having regard to the number of overseas Shareholders, the number and value of Securities these Shareholders would be offered and the cost of complying with regulatory requirements in each relevant jurisdiction. Accordingly, the SPP Offer is not being extended and Securities will not be issued to Shareholders with a registered address which is outside Australia or New Zealand.

New Zealand

The SPP Offer to New Zealand investors is a regulated offer made under Australian and New Zealand law. In Australia, this is Chapter 8 of the Corporations Act 2001 (Cth) and regulations made under that Act. In New Zealand, this is subpart 6 of Part 9 of the Financial Markets Conduct Act 2013 and Part 9 of the Financial Markets Conduct Regulations 2014.

The SPP Offer and the content of the offer document are principally governed by Australian rather than New Zealand law. In the main, the Corporations Act 2001 (Cth) and the regulations made under that Act set out how the offer must be made.

There are differences in how financial products are regulated under Australian law. For example, the disclosure of fees for managed investment schemes is different under the Australian regime.

The rights, remedies, and compensation arrangements available to New Zealand investors in Australian financial products may differ from the rights, remedies, and compensation arrangements for New Zealand financial products.

Both the Australian and New Zealand financial markets regulators have enforcement responsibilities in relation to the SPP Offer. If you need to make a complaint about the SPP Offer, please contact the Financial Markets Authority, New Zealand (<http://www.fma.govt.nz>). The Australian and New Zealand regulators will work together to settle your complaint.

The taxation treatment of Australian financial products is not the same as for New Zealand financial products. If you are uncertain about whether this investment is appropriate for you, you should seek the advice of an appropriately qualified financial adviser.

The SPP Offer may involve a currency exchange risk. The currency for the financial products is not New Zealand dollars. The value of the financial products will go up or down according to changes in the exchange rate between that currency and New Zealand dollars. These changes may be significant.

If you expect the financial products to pay any amounts in a currency that is not New Zealand dollars, you may incur significant fees in having the funds credited to a bank account in New Zealand in New Zealand dollars.

If the financial products are able to be traded on a financial product market and you wish to trade the financial products through that market, you will have to make arrangements for a participant in that market to sell the financial products on your behalf. If the financial product market does not operate in New Zealand, the way in which the market operates, the regulation of participants in that market, and the information available to you about the financial products and trading may differ from financial product markets that operate in New Zealand.

5.15 Commissions payable

The Company reserves the right to pay a commission of 6% (exclusive of goods and services tax) of amounts subscribed through any licensed securities dealers or Australian financial services licensee in respect of any valid applications lodged and accepted by the Company and bearing the stamp of the licensed securities dealer or Australian financial services licensee. Payments will be subject to the receipt of a proper tax invoice from the licensed securities dealer or Australian financial services licensee.

5.16 Enquiries

Any questions concerning the Offers should be directed to Automic on 1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia) between 8:30am and 7:00pm (Sydney time), Monday to Friday or email corporate.actions@automicgroup.com.au, prior to the relevant Closing Date.

6. PURPOSE AND EFFECT OF THE CAPITAL RAISING

6.1 Purpose of the Capital Raising

The primary purpose of:

- (a) the SPP is to raise up to \$5,000,000 (before costs and assuming full subscription); and
- (b) the Placement is to raise \$50,300,000 (before costs).

The funds raised from the Capital Raising are planned to be used in accordance with the table set out below:

PROCEEDS OF THE CAPITAL RAISING	FULL SUBSCRIPTION (\$)	%
Repayment of secured debt ¹	27,200,000	49.2%
Repayment of Working Capital Facility ¹	1,200,000	2.2%
Settlement of unsecured creditors	1,400,000	2.5%
Exploration and resource development ^{2,3}	12,000,000	21.7%
Care and maintenance costs ⁴	4,000,000	7.2%
General working capital	6,839,500	12.4%
Costs of the Recapitalisation	2,660,500	4.8%
TOTAL	\$55,300,000	100%

Notes:

- 1. Final repayment amounts subject to change depending on prevailing AUD:USD exchange rates.
- 2. The Company intends that exploration and resource development will be used for the following purposes:
 - (a) grow and develop reserves/resources;
 - (b) targeted exploration drilling;
 - (c) general exploration activity; and
 - (d) optimise mine plan.
- 3. Refer to Section 9.9 of this Prospectus for further details relating to the estimated expenses of the SPP Offer and the Placement.
- 4. The Company notes that its announcement titled 'Recapitalisation and Equity Raising Presentation' released on 25 November 2024, contained an incorrect funding allocation towards 'care and maintenance costs'. The Company confirms that as per the disclosure made in this Prospectus, along with the investor presentation released to ASX on 25 November 2024 and notice of meeting for the AGM released to ASX on 22 November 2024, the Company will allocate \$4,000,000 to 'care and maintenance costs'.

The above table is a statement of current intentions as of the date of this Prospectus. As with any budget, intervening events and new circumstances have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way funds are applied on this basis. TNC will not carry out any work consistent with ramping-up to or maintaining production at any of TNC's processing facilities during the next 12 months, given TNC solely intends to conduct exploration and evaluation activities during that period.

On completion of the Capital Raising, the Board believes the Company will have sufficient working capital to achieve the above objectives over the next 18 months. To the extent the SPP Offer is not fully subscribed, the funds allocated to working capital will be scaled back, and subject to the results of the exploration work to be undertaken, additional funding may be required to advance the projects as deemed appropriate.

6.2 Purpose of the Nominal Placement Offer

This Prospectus has also been prepared to remove any trading restrictions that may have attached to Shares issued by the Company prior to the Nominal Placement Closing Date (including prior to the date of this Prospectus), as applicable.

Relevantly, section 708A(11) of the Corporations Act provides that a sale offer does not need disclosure to investors if:

- (a) the relevant securities are in a class of securities that are quoted securities of the body; and
- (b) either:
 - (i) a prospectus is lodged with ASIC on or after the day on which the relevant securities were issued but before the day on which the sale offer is made; or
 - (ii) a prospectus is lodged with ASIC before the day on which the relevant securities are issued and offers of securities that have been made under the prospectus are still open for acceptance on the day on which the relevant securities were issued; and
- (c) the prospectus is for an offer of securities issued by the body that are in the same class of securities as the relevant securities.

6.3 Purpose of the Options Offer

The Options Offer is being made under this Prospectus to remove any trading restrictions attaching to the Offer Options and any Shares issued on exercise of the Offer Options. The Company confirms that:

- (a) the Offer Options offered under this Prospectus are being issued with disclosure under this Prospectus (which is a disclosure document under Part 6D.2 of the Corporations Act); and
- (b) the Options Offer is being made such that the relief provided under ASIC Corporations (Sale Offers That Do Not Need Disclosure) Instrument 2016/80 with respect to the on-sale provisions of section 707 of the Corporations Act is available.

6.4 Effect of the Offers and the Placement

The principal effect of the Offers and the Placement, assuming the Shareholder Approvals are obtained, the other Offer Conditions are satisfied, and the Company issues the maximum number of Shares under the SPP Offer will be to:

- (a) increase the cash reserves by \$22,428,865 (after deducting the estimated expenses of the Recapitalisation);
- (b) increase the number of Shares on issue from 1,029,867,482 Shares (prior to the issue of the Shares under the Placement) to 13,179,399,065 Shares (on a pre-Consolidation basis) following completion of the Placement, the SPP Offer, the Nominal Placement Offer and the ancillary issues of Shares as set out in Section 6.9 below; and
- (c) increase the number of Options on issue from 15,384,554 as at the date of this Prospectus to 515,384,554 Options (on a pre-Consolidation basis) following completion of the Options Offer.

6.5 Potential dilution to Shareholders

Shareholders should note that if they do not participate in the SPP Offer, their shareholdings are likely to be diluted by approximately 49.26% (as compared to their holdings and number of Shares on issue as at the date of the Prospectus). Examples of how the dilution may impact Shareholders is set out in the table below.

HOLDER	HOLDING AS AT RECORD DATE	PERCENTAGE AT RECORD DATE	PERCENTAGE ON COMPLETION OF THE SPP OFFER	
			IF ENTITLEMENT IS ACCEPTED	IF ENTITLEMENT IS NOT ACCEPTED
Shareholder 1	50,000,000	4.85%	2.76%	2.46%

HOLDER	HOLDING AS AT RECORD DATE	PERCENTAGE AT RECORD DATE	PERCENTAGE ON COMPLETION OF THE SPP OFFER	
			IF ENTITLEMENT IS ACCEPTED	IF ENTITLEMENT IS NOT ACCEPTED
Shareholder 2	15,000,000	1.46%	1.03%	0.74%
Shareholder 3	4,000,000	0.39%	0.49%	0.20%
Shareholder 4	500,000	0.05%	0.32%	0.02%
Shareholder 5	50,000	0.005%	0.30%	0.002%

Notes:

1. The dilutionary effect stated above as a percentage does not take into account the impact of the Shares to be issued under the Placement.
2. The dilutionary effect shown in the table is the maximum percentage (on a pre-Consolidation basis) on the assumption that the Company raises an aggregate of \$5,000,000 under the SPP Offer.
3. The dilutionary effect shown in the table assumes that no existing, Options or Warrants are exercised prior to the completion of the Offers.

6.6 Basis of preparation for the Financial Information

The basis of preparation for the Historical Financial Information is in accordance with the Company's accounting policies, as described in its financial reports, and the recognition and measurement principles of the Australian Accounting Standards. The Historical Financial Information on is based on the audited statement of financial position as of 30 June 2024. The Financial Information is therefore based on the previously released audited financial statements for 30 June 2024. The stated basis of preparation for the Pro Forma Historical Financial Information is in a manner consistent with the recognition and measurement principles of the Australian Accounting Standards applied to the Historical Financial Information and the events or transactions to which the pro forma adjustments relate, as described in Section 6.8, as if those events or transactions had occurred as of 30 June 2024.

The Directors are responsible for the preparation and inclusion of the Financial Information in the Prospectus. BDO Audit Pty Ltd has prepared an Independent Limited Assurance Report in respect of the Financial Information. A copy of this report, which includes an explanation of the scope and limitations of the auditor's work, is set out in Annexure A.

6.7 Pro-forma statement of financial position

The pro-forma statement of financial position has been prepared assuming all Entitlements are accepted, no existing Options or Warrants are exercised prior to the Record Date and including expenses of the Placement and the SPP Offer.

The pro-forma statement of financial position has been prepared to provide investors with information on the assets and liabilities of the Company and pro-forma assets and liabilities of the Company as noted below. 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

	30-JUN-24 A\$ AUDITED	SUBSEQUENT EVENTS A\$	PRO FORMA ADJUSTMENT S A\$ MINIMUM	PRO FORMA ADJUSTMENT S A\$ MAXIMUM	PRO FORMA AFTER ISSUE A\$ MINIMUM	PRO FORMA AFTER ISSUE A\$ MAXIMUM
ASSETS						
Current assets						
Cash and cash equivalents	15,481,426	(15,481,426)	17,684,365	22,428,865	17,684,365	22,428,865
Trade and other receivables	750,731	(110,510)	300,000	300,000	940,221	940,221

	30-JUN-24 A\$ AUDITED	SUBSEQUENT EVENTS A\$	PRO FORMA ADJUSTMENT S A\$ MINIMUM	PRO FORMA ADJUSTMENT S A\$ MAXIMUM	PRO FORMA AFTER ISSUE A\$ MINIMUM	PRO FORMA AFTER ISSUE A\$ MAXIMUM
Other current assets	675,956	687,294	-	-	1,363,250	1,363,250
Inventories	355,000	(228,051)	-	-	126,949	126,949
Total current assets	17,263,113	(15,132,693)	17,984,365	22,728,865	20,114,785	24,859,285
Non-current assets						
Plant and equipment	6,501,886	(3,544,589)	-	-	2,957,297	2,957,297
Exploration and evaluation assets	48,845,944	730,056	-	-	49,576,000	49,576,000
Development assets	23,238,911	(4,647,782)	-	-	18,591,129	18,591,129
Right of use asset	300,689	(300,689)	-	-	-	-
Other receivables	15,543,680	-	-	-	15,543,680	15,543,680
Total non-current assets	94,431,110	(7,763,004)	-	-	86,668,106	86,668,106
Total assets	111,694,223	(22,895,697)	17,984,365	22,728,865	106,782,891	111,527,391
LIABILITIES						
Current liabilities						
Trade and other payables	2,312,964	75,036	(2,388,000)	(2,388,000)	-	-
Borrowings	5,434,072	2,581,568	(8,015,640)	(8,015,640)	-	-
Short-term provisions	341,968	(266,032)	-	-	75,937	75,937
Deferred consideration	18,500,000	(1,500,000)	(17,000,000)	(17,000,000)	-	-
Lease liability	88,730	(88,730)	-	-	-	-
Total current liabilities	26,677,734	801,843	(27,403,640)	(27,403,640)	75,937	75,937
Non-current liabilities						
Other payables	3,890,226	-	(3,890,226)	(3,890,226)	-	-
Borrowings	20,028,020	-	(20,028,020)	(20,028,020)	-	-
Deferred consideration	-	-	7,500,000	7,500,000	7,500,000	7,500,000
Long-term provisions	15,407,647	(485,480)	-	-	14,922,167	14,922,167
Lease liability	239,544	(239,544)	-	-	-	-
Total non-current liabilities	39,565,437	(725,024)	(16,418,246)	(16,418,246)	22,422,167	22,422,167
Total liabilities	66,243,171	76,819	(43,821,886)	(43,821,886)	22,498,104	22,498,104

	30-JUN-24 A\$ AUDITED	SUBSEQUENT EVENTS A\$	PRO FORMA ADJUSTMENT S A\$ MINIMUM	PRO FORMA ADJUSTMENT S A\$ MAXIMUM	PRO FORMA AFTER ISSUE A\$ MINIMUM	PRO FORMA AFTER ISSUE A\$ MAXIMUM
Net assets	45,451,052	(22,972,516)	61,806,251	66,550,751	84,284,787	89,029,287
EQUITY						
Issued capital	105,347,845	-	53,342,608	58,087,108	158,690,453	163,434,953
Reserves	2,919,844	-	868,965	868,965	3,788,809	3,788,809
Accumulated losses	(62,816,637)	(22,972,516)	7,594,678	7,594,678	(78,194,475)	(78,194,475)
Total equity	45,451,052	(22,972,516)	61,806,251	66,550,751	84,284,787	89,029,287

6.8 Subsequent events (a) and Pro-forma adjustments (b)

The Pro Forma Historical Financial Information has been derived from the Historical Financial Information and has been prepared on the basis of the following significant subsequent events and pro forma adjustments:

(a) Subsequent Events

Note 1 – Cash and cash equivalents

Cash has been adjusted to reflect the reduction in cash of \$15.5 million between 1 July 2024 and 23 December 2024 as a result of cash losses from operations during the period, expenditure on exploration and evaluation and settlement of trade creditors, settlement of a deferred consideration payable and employee leave entitlements. A working capital facility of \$1.3m was drawn post 30 June 2024, which has been utilised in the operations during the period.

Note 2 – Impairment of Development Assets, Plant and Equipment and Right of Use (ROU) asset balances

Having considered the operational uncertainties that arise due to the ASX determination that the Company may not commence mining within 12 months following the capital raise, the Cloncurry Copper Project Development assets have been impaired by \$4.6m. The Cloncurry Copper Project Solvent Extraction Plant, the commercial recovery of the asset is wholly dependent on the commencement of the Cloncurry Copper Project mine activity, has too been impaired by \$2.7m. Following the termination of the Cairns office lease, the associated right of use asset and liability has been written down to nil.

Note 3 – Borrowings

Borrowings have been adjusted to reflect \$1.3m of interest that has accrued on the Nebari Loan balance in the period from 1 July 2024 and 23 December 2024, and the \$1.3m working capital drawn down from the Nebari facility referenced in Note 1 above.

Note 4 – Deferred Consideration

Deferred consideration has been adjusted by \$1.5m as a result of the deferred consideration owing to Round Oak Minerals Pty Ltd for the acquisition of the CCP Tenements being subject to the Deed of Company Arrangement.

(b) Pro Forma Adjustments

Note 5 – Capital raised

The pro forma adjustment reflects the increase in the Company's share capital based on the target subscription as detailed, a minimum of \$50.3 million Placement and a maximum of \$50.3 million Placement in addition to the Company raising \$5 million under the SPP. If the capital raised from the Capital Raising increases/decreases from the target subscription range, there will be a corresponding increase/decrease in share capital and cash, net of transaction costs.

Further, the pro forma adjustment also reflects the Nebari loan conversion (per note 9 below) and the costs of raising capital (minimum capital raising costs of \$2.4m, maximum capital raising costs of \$2.7m). Lastly, the pro forma adjustments include \$1.5m of shares issued for services

Note 6 – Transaction costs for the Capital Raising and financial restructure

Transaction costs of \$3 million based on the capital raise of \$55.3 million and \$2.7m on a \$50.3 million capital raise, in relation to advisers, listing fees and other costs associated with the Capital Raising and financial restructuring have been offset against issued capital.

Note 7 – Settlement of amounts owed to certain creditors and employees

The pro forma adjustment reflects an adjustment of \$1.4m for the settlement of amounts owed to certain creditors, and to current and former employees of the Company.

Note 8 – Settlement of working capital facility

The pro forma adjustment reflects an adjustment of \$1.3m for the settlement of the working capital facility drawn down during the subsequent event period referenced in note 1 and 3 above.

Note 9 – Settlement of Nebari Borrowings Agreement

The pro forma adjustment reflects the repayment and settlement of the borrowings owed to Nebari. As part of the Recapitalisation, Nebari and the Company have agreed that Nebari will be repaid in full at completion of the Recapitalisation through proceeds of the Recapitalisation, being 90% of principal and interest up to 31 October 2024, and costs capped at \$100,000. The remainder will be settled through the issue of Shares to Nebari (subject to Shareholder approval).

Note 10 – Deferred Consideration

The pro forma adjustment reflects the deferred consideration payable to Perilya Freehold Mining Pty Ltd being reduced from \$15.0m to \$7.5m, and repayment extended to December 2026 (previously June 2025), with the reduction supported through a mortgage over the Company's tenements.

Note 11 – Reserves

The pro forma adjustment reflects the accounting for the 500,000,000 offer options to be issued under the Options Offer (section 6.9).

6.9 Effect on capital structure

Assuming the Shareholder Approvals are obtained, and the other Offer Conditions are satisfied, the maximum effect of the Offers, the Placement and the Consolidation on the capital structure of the Company, is set out below.

Shares¹

	NUMBER
Shares currently on issue	1,029,867,482
Shares to be issued under the Placement ²	10,060,000,000
Shares to be issued under the SPP Offer ³	1,000,000,000
Shares to be issued under the Nominal Placement Offer	10,000
Shares to be issued to Global Ore ⁴	100,000,000
Shares to be issued to Nebari ⁵	789,521,583
Shares to be issued to KordaMentha ⁶	200,000,000
Shares on issue post-Offers	13,179,399,065
Shares on issue post-Consolidation⁷	131,793,991

Notes:

1. Refer to Section 7.1 for the terms of the Shares.
2. The Company's Notice of AGM includes a resolution to approve a Placement of between \$50 million and \$60 million at an issue price of \$0.005 per Share (through the issue of between 10,000,000,000 and 12,000,000,000). At this stage, the Placement is underwritten up to \$50.3 million, but the Company reserves the right to increase the size of the Placement up to a maximum of \$60 million should investor demand warrant an increase prior to settlement (subject to Shareholder Approval).
3. Assuming the full subscription of \$5,000,000 is achieved under the SPP Offer.
4. As set out in the Company's Notice of AGM, the Company has sought Shareholder approval to issue 100,000,000 Shares (on a pre-Consolidation basis) to Global Ore.
5. Nebari is the senior secured lender in respect of the Loan Facility, to which the Group is a party. As part of the Recapitalisation, Nebari and the Company have agreed that Nebari will be repaid in full at completion of the Recapitalisation through proceeds of the Recapitalisation (US\$17,616,912.80, (being 90% of principal and interest up to 31 October 2024) and costs capped at A\$100,000) with the remainder through the issue of Shares to Nebari (subject to Shareholder approval). The number of Shares to be issued to Nebari will be calculated in accordance with the formula set out in Section 9.4(c). The number of Shares to be issued to Nebari is not presently ascertainable, as it is in part dependent on the prevailing USD:AUD exchange rate at the time of issue of the Shares under the Placement. Based on the USD:AUD exchange rate of 1USD:1.538AUD, the number of Shares to be issued to Nebari is 789,521,583. The Company will seek Shareholder approval at the AGM to issue up to 950,000,000 Shares (on a pre-Consolidation basis) to Nebari. Refer to Section 9.4(c) for further details.
6. The Company has agreed to issue, subject to Shareholder approval at the AGM, KordaMentha (or their nominees) 200,000,000 Shares (on a pre-Consolidation basis) in lieu of part of the remuneration payable by the Group.
7. Subject to Shareholder approval at the AGM, the Securities of the Company will be consolidated at a ratio of 1:100. Final figure subject to rounding.

Options

	NUMBER
Options currently on issue	15,384,554
Offer Options to be issued under the Options Offer ¹	500,000,000
Options on issue post-Offers	515,384,554
Options on issue post-Consolidation²	5,153,846

Notes:

1. Refer to Section 7.2 for the terms of the Offer Options.
2. Subject to Shareholder approval at the AGM, the Securities of the Company will be consolidated at a ratio of 1:100. Final figure subject to rounding.

Performance Rights

	NUMBER
Performance Rights currently on issue	Nil
Performance Rights to be issued to Bevan Jones ¹	50,000,000
Performance Rights on issue post-Offers	50,000,000
Performance Rights on issue post-Consolidation²	500,000

Notes:

1. The Company is seeking Shareholder approval for the issue of 50,000,000 Performance Rights (on a pre-Consolidation basis) to Mr Bevan Jones (or his nominee) for the purposes of ASX Listing Rule 10.14 and all other purposes at the AGM.
2. Subject to Shareholder approval at the AGM, the Securities of the Company will be consolidated at a ratio of 1:100. Final figure subject to rounding.

Warrants

	NUMBER
Warrants currently on issue	46,383,038
Warrants offered pursuant to the Offers	Nil
Warrants on issue post-Offers	46,383,038

	NUMBER
Warrants on issue post-Consolidation²	463,830

Notes:

1. As announced on 31 January 2024, the Company agreed to issue additional Warrants to Nebari, subject to Shareholder approval under Listing Rule 7.1, on the first drawdown of the tranche 2 loan amount (refer to the announcements dated 23 May 2024 and 31 January 2024 for details of how the number and exercise price for the tranche 2 Warrants will be determined).
2. The terms of the Warrants provide for an adjustment in their exercise price according to the formula in Listing Rule 6.22.2, such that the exercise price for the Warrants changed from \$0.1177 to \$0.1127 each as a result of the Company's entitlement offer conducted in May 2024.
3. Subject to Shareholder approval at the AGM, the Securities of the Company will be consolidated at a ratio of 1:100. Final figure subject to rounding.

The capital structure on a fully diluted basis as at the date of this Prospectus would be 1,091,635,074 Shares and on completion of the Offers (assuming the Shareholder Approvals are obtained, and the other Offer Conditions are satisfied) would be 13,791,166,657 Shares (on a pre-Consolidation basis).

Some Shares and Options on issue are subject to escrow restrictions, either voluntary or ASX imposed.

6.10 Details of substantial holders

Based on publicly available information as at the date of this Prospectus or as otherwise advised to the Company, those persons which (together with their associates) have a relevant interest in 5% or more of the Shares on issue are set out below:

SHAREHOLDER	SHARES	%
Tembo Capital Holdings UK Limited	298,573,702	28.99%
Regal Partners	144,878,983	14.07%

The Company has received the following binding commitments totalling approximately \$27.6 million in the Placement as follows:

- (a) \$15.0 million from Tembo Capital Holdings UK Limited, subject to Shareholder approval for its participation in the Placement for the purposes of Listing Rule 10.11;
- (b) \$6.0 million from Regal Partners;
- (c) Glencore Australia Holdings Pty Limited (a subsidiary of Glencore plc), has committed to participate in the Conditional Placement to become a ~9.9% shareholder in the Company on a pro forma basis (excluding the impact of the SPP); and
- (d) an aggregate of \$600,000 from Mr Bevan Jones and Mr Paul Cronin, subject to Shareholder approval for their participation in the Placement for the purposes of Listing Rule 10.11.

Following the completion of the Capital Raising, those persons which (together with their associates) will hold a relevant interest in 5% or more of the Shares on issue (on a pre-Consolidation basis) are set out below:

SHAREHOLDER	SHARES	%
Tembo Capital Holdings UK Limited	3,298,573,702	25.05%
Regal Partners	1,344,878,983	10.20%
Glencore Australia Holdings Pty Limited	1,200,000,000	9.11%
Nebari Natural Resources Credit Fund II LP ²	789,521,583	5.92%

Notes:

1. The percentages shown in the table is based on the assumption that the Company raises an aggregate of \$55,300,000 under the Capital Raising.

2. Refer to Section 6.9 Note 5 for further details of the quantum of Shares to be issued to Nebari (or its nominees).

7. RIGHTS AND LIABILITIES ATTACHING TO SECURITIES

The following is a summary of the more significant rights and liabilities attaching to the Securities being offered pursuant to this Prospectus. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Shareholders. To obtain such a statement, persons should seek independent legal advice.

Full details of the rights and liabilities attaching to Shares are set out in the Constitution, a copy of which is available for inspection at the Company's registered office during normal business hours.

7.1 Rights and liabilities attaching to Shares

(a) General meetings

Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company. The Company's constitution permits the use of technology at general meetings of shareholders (including wholly virtual meetings) to the extent permitted under the Corporations Act, Listing Rules and applicable law.

Shareholders may requisition meetings in accordance with section 249D of the Corporations Act and the Constitution of the Company.

(b) Voting rights

Subject to any rights or restrictions for the time being attached to any class or classes of shares, at general meetings of shareholders or classes of shareholders:

- (i) each Shareholder entitled to vote may vote in person or by proxy, attorney or representative;
- (ii) on a show of hands, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder has one vote; and
- (iii) on a poll, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder shall, in respect of each fully paid Share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for each Share held, but in respect of partly paid shares shall have such number of votes as bears the same proportion to the total of such Shares registered in the Shareholder's name as the amount paid (not credited) bears to the total amounts paid and payable (excluding amounts credited).

(c) Dividend rights

Subject to the rights of any preference Shareholders and to the rights of the holders of any shares created or raised under any special arrangement as to dividend, the Directors may from time to time declare a dividend to be paid to the Shareholders entitled to the dividend which shall be payable on all Shares according to the proportion that the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited) in respect of such Shares.

The Directors may from time to time pay to the Shareholders any interim dividends as they may determine. No dividend shall carry interest as against the Company. The Directors may set aside out of the profits of the Company any amounts that they may determine as reserves, to be applied at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.

Subject to the ASX Listing Rules and the Corporations Act, the Company may, by resolution of the Directors, implement a dividend reinvestment plan on such terms and conditions as the Directors think fit.

(d) **Winding-up**

If the Company is wound up, the liquidator may, with the authority of a special resolution, divide among the Shareholders in kind the whole or any part of the property of the Company, and may for that purpose set such value as he considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the Shareholders or different classes of Shareholders.

The liquidator may, with the authority of a special resolution, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Shareholder is compelled to accept any shares or other securities in respect of which there is any liability.

(e) **Shareholder liability**

As the Shares issued will be fully paid shares, they will not be subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

(f) **Transfer of shares**

Generally, Shares are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act and the ASX Listing Rules.

(g) **Future increase in capital**

The issue of any new Shares is under the control of the Directors of the Company. Subject to restrictions on the issue or grant of securities contained in the ASX Listing Rules, the Constitution and the Corporations Act (and without affecting any special right previously conferred on the holder of an existing share or class of shares), the Directors may issue Shares as they shall, in their absolute discretion, determine.

(h) **Variation of rights**

Under section 246B of the Corporations Act, the Company may, with the sanction of a special resolution passed at a meeting of Shareholders vary or abrogate the rights attaching to shares.

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not the Company is being wound up, may be varied or abrogated with the consent in writing of the holders of three quarters of the issued shares of that class, or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.

(i) **Alteration of constitution**

In accordance with the Corporations Act, the Constitution can only be amended by a special resolution passed by at least three quarters of Shareholders present and voting at the general meeting. In addition, at least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.

7.2 Terms and Conditions of the Options Offer

The following is a summary of the terms and conditions attaching to the Offer Options being offered pursuant to this Prospectus.

(a) **Entitlement**

Each Offer Option entitles the holder to subscribe for one Share upon exercise of the Offer Option.

(b) **Exercise Price**

Subject to paragraph (j), the amount payable upon exercise of each Offer Option will be \$0.006 (**Exercise Price**).

(c) **Expiry Date**

Each Offer Option will expire at 5:00 pm (AEDT) on the date which is 12 months from the date of issue (**Expiry Date**). An Offer Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) **Exercise Period**

The Offer Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

(e) **Notice of Exercise**

The Offer Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Offer Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Offer Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) **Exercise Date**

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Offer Option being exercised in cleared funds (**Exercise Date**).

(g) **Timing of issue of Shares on exercise**

Within five Business Days after the Exercise Date, the Company will:

- (i) issue the number of Shares required under these terms and conditions in respect of the number of Offer Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Offer Options.

If a notice delivered under (g)(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) **Shares issued on exercise**

Shares issued on exercise of the Offer Options rank equally with the then issued shares of the Company.

(i) **Quotation of Shares issued on exercise**

Application will be made by the Company to ASX for quotation of the Shares issued upon exercise of the Offer Options.

(j) **Reconstruction of capital**

If at any time the issued capital of the Company is reconstructed, all rights of an Optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(k) **Participation in new issues**

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Offer Options.

(l) **Change in exercise price**

An Offer Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Offer Option can be exercised.

(m) **Transferability**

The Offer Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

8. RISK FACTORS

8.1 Introduction

The Shares offered under this Prospectus are considered highly speculative. An investment in the Company is not risk free and the Directors strongly recommend potential investors to consider the risk factors described below, together with information contained elsewhere in this Prospectus and to consult their professional advisers before deciding whether to apply for Shares pursuant to this Prospectus.

There are specific risks which relate directly to the Company's business. In addition, there are other general risks, many of which are largely beyond the control of the Company and the Directors. The risks identified in this Section, or other risk factors, may have a material impact on the financial performance of the Company and the market price of the Shares.

The following is not intended to be an exhaustive list of the risk factors to which the Company is exposed.

8.2 Company specific

(a) Full Completion of Offers

Unlike the Placement, the SPP Offer is not underwritten. As such, there is no guarantee that the intended amount of \$5 million will be raised under the SPP Offer. If the proceeds from the SPP Offer are less than is required to meet TNC's proposed use of funds, TNC may review its proposed use of funds (including whether to scale back or defer investment) as well as consider alternative funding options.

There is a risk that the Offers do not proceed or do not raise the full funds contemplated under the Capital Raising and required for TNC to meet its stated objectives. In those circumstances, there is no guarantee that alternative funding could be sourced in the time required or at all or that TNC would be able to successfully negotiate the terms of any debt or equity funding arrangements. Further, in the future, TNC will be required to raise additional funds (whether by way of debt and/or equity), to fund business development activities, corporate and other objectives in the long term.

(b) Reinstatement to ASX

As at the date of this Prospectus, the Company is suspended from ASX's Official List. The Company is seeking reinstatement to Official Quotation on ASX's Official List, which is subject to ASX's discretion, and this Prospectus has partly been prepared for that purpose. There is a risk that the Company may not be able to meet the requirements of ASX for re-quotation of its Shares on ASX. Should this occur, the Shares under the Capital Raising will not be able to be traded on the ASX until such time as those requirements can be met, if at all. Refer to Section 4.8 for further information in relation to the ASX Reinstatement Conditions.

(c) DOCA effectuation

The Company is currently subject to the DOCA, which requires, among other things, that certain DOCA conditions outlined in Section 4.4 be satisfied in order for the DOCA to be wholly effectuated, including raising a minimum of \$50.3 million under the Placement and the Offers. While every endeavour will be made to satisfy the DOCA conditions, there is a risk that if the DOCA conditions are not satisfied, the Company may remain subject to deed of company arrangement or proceed to liquidation. As described in Sections 5.1 and 5.2, all Application Monies will be returned (without interest) if the Shares are not issued and the Offers do not proceed.

(d) Dilution

Upon implementation of the Placement and the Offers, assuming the Shareholder Approvals are obtained, and the other Offer Conditions are satisfied, the Company will issue Shares as set out in this Prospectus and the number of Shares in the Company will increase from 1,029,867,482 Shares to approximately

13,179,399,065 Shares (on a pre-Consolidation basis). This means that immediately after implementation of the Placement and the Offers, each Share will represent a significantly lower proportion of ownership of the Company. The issue of Shares will dilute the interests of existing Shareholders to differing extents depending on individual shareholders take up of the offer to Eligible Shareholders to subscribe for Shares under the SPP Offer. There is also a risk that Shareholders will be further diluted as a result of future capital raisings required in order to fund the Company's activities. It is not possible to predict what the value of the Shares will be following completion of the Placement and the Offers being contemplated and the Directors do not make any representation as to such matters.

(e) **Shareholder Approvals**

All of the Securities the subject of the Offers require the approval of Shareholders for their issue. There is a risk that the Shareholder Approvals may not be granted for the issue of some or all of the Securities the subject of the Offers in which case the respective Offers will not complete. As described in Sections 5.1 and 5.2, all Application Monies will be returned (without interest) if the Shares are not issued and the Offers do not proceed.

(f) **Going concern risk**

Failure to complete the proposed Recapitalisation may result in the termination of the DOCA and the appointment of liquidators, and the TNC Group would no longer be able to continue as a going concern.

If the proposed Recapitalisation does not complete and the TNC Group is unable to continue as a going concern, it may be required to realise its assets and/or settle its liabilities other than in the ordinary course of business and at amounts different to those stated in the Company's financial report for the year ended 30 June 2024.

(g) **Liquidity and price risks**

As the Company's Shares have been and are currently suspended from Official Quotation, there is currently no public market for the Company's Shares. The price of its Shares sought to be reinstated to ASX quotation is subject to uncertainty and there can be no assurance that an active market for the Company's Shares proposed to be reinstated to ASX quotation will develop or continue after the completion of the Offers.

The price at which the Company's Shares trade on ASX after the proposed reinstatement to quotation by ASX may be higher or lower than the prices paid under the Offers and could be subject to fluctuations in response to variations in operating performance and general operations and business risk, as well as external operating factors over which the Directors and the Company have no control, such as movements in product material prices and exchange rates, changes to government policy, legislation or regulation and other events or factors.

(h) **Future capital requirements and funding risk**

On completion of the Recapitalisation, the Directors believe that the Company will have sufficient funds to satisfy short- and medium-term working capital requirements. However, the Company may require further financing to continue to operate in the future if for example, it fails to meet its mining schedule or there is otherwise a material departure from the Company's stated production or cost guidance.

The Company's ability to effectively implement its business and operations plans in the future, to take advantage of opportunities for acquisitions, joint ventures or other business opportunities and to meet any unanticipated liabilities or expenses which the Company may incur may depend in part on its ability to raise additional funds. The Company may seek to raise further funds through equity or debt financing, joint ventures, production sharing arrangements or other means.

Failure to obtain sufficient financing for the Company's activities and future projects may result in delay and indefinite postponement of exploration, development or production on the Company's properties or even loss of a property interest. There can be no assurance that additional finance will be available when needed or, if available, the terms of the financing might not be favourable to the Company and might involve substantial dilution to Shareholders.

Further, the Company, in the ordinary course of its operations and developments, is required to issue financial assurances, particularly insurances and bond/bank guarantee instruments to secure statutory and environmental performance undertakings and commercial arrangements. The Company's ability to provide such assurances is subject to external financial and credit market assessments, and its own financial position.

Loan agreements and other financing rearrangements such as debt facilities, convertible note issue and finance leases (and any related guarantee and security) that may be entered into by the Company may contain covenants, undertakings and other provisions which, if breached, may entitle lenders to accelerate repayment of loans and there is no assurance that the Company would be able to repay such loans in the event of an acceleration. Enforcement of any security granted by the Company or default under a finance lease could also result in the loss of assets.

The Company is exposed to risks associated with its financial instruments (consisting of cash, receivables, accounts payable and accrued liabilities due to third parties from time to time). This includes the risk that a third party to a financial instrument fails to meet its contractual obligations; the risk that the Company will not be able to meet its financial obligations as they fall due; and the risk that market prices may vary which will affect the Company's income.

(i) **Results of studies**

The Company may progressively undertake further studies in respect of its projects (including in connection with further exploration and testing programs to be undertaken, and optimisations and refinements of studies already announced). These studies may include scoping, prefeasibility and/or feasibility studies. These studies will be completed within parameters designed to determine the economic feasibility of the relevant project within certain limits. There can be no guarantee that any of the studies will confirm the economic viability of the relevant project, or the results of earlier studies undertaken by the Company (e.g. the results of a feasibility study may materially differ to the results of a scoping study).

(j) **Ore Reserve and Mineral Resource estimates**

Ore Reserve and Mineral Resource estimates are prepared in accordance with the JORC Code and are expressions of judgement based on knowledge, experience and industry practice. The reported estimates, which were valid when originally estimated, may alter significantly when new information or techniques become available. As the Company obtains new information through additional drilling and analysis, Ore Reserve and Mineral Resource estimates are likely to change. This may result in alterations to the Company's exploration, development and production plans which may, in turn, positively or negatively affect the Company's operations and financial position.

The Company intends to complete further technical study and optimisation work in relation to its Cloncurry Copper Project, and accordingly, the Company no longer relies on its existing mine plan as provided in the Mining Restart Study released to ASX on 15 February 2024.

Furthermore, the Company retracted its Ore Reserve Estimates, production target and forecast financial information based on that production target for Cloncurry Copper Project on 22 November 2024 as the material assumptions underpinning the Restart Study no longer apply.

There can be no guarantee that current or future Mineral Resource estimates will be able to be converted to Ore Reserves.

By their very nature, Ore Reserve and Mineral Resource estimates are imprecise and depend to some extent on interpretations, which may prove to be inaccurate. Commodity price fluctuations, as well as capital and production costs or reduced throughput and/or recovery rates, may materially affect the estimates.

(k) **Mine development**

Possible future development of mining operations at the Company's projects is dependent on a number of factors including, but not limited to, the acquisition and/or delineation of economically recoverable mineralisation, favourable geological conditions, receiving the necessary approvals from all relevant authorities and parties, seasonal weather patterns, unanticipated technical and operational difficulties encountered in extraction and production activities, mechanical failure of operating plant and equipment, shortages or increases in the price of consumables, spare parts and plant and equipment, cost overruns, access to the required level of funding and contracting risk from third parties providing essential services.

TNC will not carry out any work consistent with ramping-up to or maintaining production at any of TNC's processing facilities during the next 12 months, given TNC solely intends to conduct exploration and evaluation activities during that period.

If the Company commences production on one of the projects, its operations may be disrupted by a variety of risks and hazards which are beyond the control of the Company. No assurance can be given that the Company will achieve commercial viability through the development of any of the projects.

The risks associated with the development of a mine will be considered in full should any of the projects reach that stage and will be managed with ongoing consideration of stakeholder interests.

(l) **Copper**

The Company will not be production immediately following Recapitalisation. TNC will not carry out any work consistent with ramping-up to or maintaining production at any of TNC's processing facilities during the next 12 months, given TNC solely intends to conduct exploration and evaluation activities during that period. However, if the Company resumes production at its Projects, the Company considers that substantially all of the Company's revenues and cash flows will be derived from the sale of copper. Therefore, the financial performance of the Company is sensitive to the spot copper price.

Copper prices are affected by numerous factors and events that are beyond the control of the Company. These factors and events include general economic activity, world demand, forward selling activity, copper reserve movements at central banks, costs of production by other copper producers and other matters such as inflationary expectations, interest rates, currency exchange rates (particularly the strength of the US dollar) as well as general global economic conditions and political trends.

If copper prices should fall below or remain below the Company's costs of production for any sustained period due to these or other factors and events, the Company's exploration and production could be delayed or even abandoned. A delay in exploration or production or the abandonment of one or more of the Company's projects may require the Company to write-down its copper reserves and may have a material adverse effect on the Company's production, earnings and financial position

(m) **Exploration and Operating**

The tenements comprising the Company's projects are at various stages of exploration, and potential investors should understand that mineral exploration and development are high-risk undertakings.

There can be no assurance that future exploration of these licences, or any other mineral licences that may be acquired in the future, will result in the discovery of an economic resource. Even if an apparently viable resource is identified, there is no guarantee that it can be economically exploited.

The future exploration activities of the Company may be affected by a range of factors including geological conditions, limitations on activities due to seasonal weather patterns or adverse weather conditions, unanticipated operational and technical difficulties, difficulties in commissioning and operating plant and equipment, mechanical failure or plant breakdown, unanticipated metallurgical problems which may affect extraction costs, industrial and environmental accidents, industrial disputes, unexpected shortages and increases in the costs of consumables, spare parts, plant, equipment and staff, native title process, changing government regulations and many other factors beyond the control of the Company.

The success of the Company will also depend upon the Company being able to maintain title to the tenements comprising the projects and obtaining all required approvals for their contemplated activities. In the event that exploration programmes prove to be unsuccessful this could lead to a diminution in the value of the projects, a reduction in the cash reserves of the Company and possible relinquishment of one or more of the tenements comprising the projects.

(n) **Tenure and Access**

Renewal

Mining and exploration tenements are subject to periodic renewal. The renewal of the term of granted tenements is subject to compliance with the applicable mining legislation and regulations and the discretion of the relevant mining authority. Renewal conditions may include increased expenditure and work commitments or compulsory relinquishment of areas of the tenements. The imposition of new conditions or the inability to meet those conditions may adversely affect the operations, financial position and/or performance of the Company.

The Company considers the likelihood of tenure forfeiture to be low given the laws and regulations governing exploration in Queensland and the ongoing expenditure budgeted for by the Company. However, the consequence of forfeiture or involuntary surrender of a granted tenements for reasons beyond the control of the Company could be significant.

Access

Access to land in Queensland for mining and exploration purposes can be affected by land ownership, including private (freehold) land, pastoral leases and regulatory requirements within the jurisdiction where the Company operates.

Several of the tenements overlap certain third-party interests including private land, pastoral leases, petroleum licences and mining tenure held by third parties, and areas covered by native title determinations or native title claims.

A number of agreements with the owners of the land underlying the tenements, and relevant native title parties, are already in place in respect of some of the Tenements, although it is anticipated that updated and/or expanded agreements may be required in order to undertake expanded and/or more invasive activities on the tenements in future.

Any non-compliance by or dispute with the contract counterparty could affect the Company's ability to access its projects and associated infrastructure which will affect operations and financial performance generally.

While the Company does not presently consider this to be a material risk to its planned exploration, there is a risk that any delays in respect of conflicting third-party rights, obtaining necessary consents, or compensation obligations, may adversely impact the Company's ability to carry out exploration or mining activities within the affected areas.

(o) **Financial assurance bond**

The financial provisioning scheme administered under the Mineral and Energy Resources (Financial Provisioning) Act 2018 (QLD) requires holders of environmental authorities to provide financial assurance (as security) to the state of Queensland for compliance with environmental authorities. The Company is the holder of environmental authorities EPML00876013 and EPML00941713, and accordingly is required to provide surety to the State of Queensland. The required financial assurance has been provided to the State of Queensland on behalf of the Company via a financing arrangement with Dyda Property Management Pty Ltd and was replaced on drawdown of tranche 1 of the Nebari loan facility in February 2024. As part of the Company's proposed activities, the Company may be required by the State of Queensland to submit additional financial assurance. In addition, there is a risk the financial assurance levels may change in the future due to changes in environmental risk associated with the Company's Projects and this may have an adverse effect on the Company's performance.

(p) **Native Title and Aboriginal Heritage**

In relation to tenements which the Company has an Aboriginal interest in or will in the future acquire such an interest, there may be areas over which legitimate common law native title rights of Aboriginal Australians exist. Where native title rights do exist, the ability of the Company to gain access to tenements (through obtaining consent of any relevant landowner), or to progress from the exploration phase to the development and mining phases of operations may be adversely affected. A number of agreements with relevant native title parties, are already in place in respect of some of the tenements, although it is anticipated that updated and/or expanded agreements may be required in order to undertake expanded and/or more invasive activities on the tenements in future.

In addition, a number of Aboriginal heritage sites and objects have been identified within the areas of some of the tenements comprising the projects. Generally speaking, exploration and mining activities can be undertaken so as to avoid adverse impact to those sites identified, however the existence of these sites (and future Aboriginal heritage sites and objects identified) may lead to restrictions on the areas that the Company will be able to explore and mine.

Specialist investigations in respect of the Henry's Cave site located on EPM 10313 have occurred and a management plan is in place to ensure the Company does not impact the cave. This management plan will inform the planning of future activities on that tenement. The Directors will continue to closely monitor the potential effect of native title claims or Aboriginal heritage matters involving tenements in which the Company has or may have an interest.

(q) **Environmentally Sensitive Areas**

A number of tenements comprising the Company's projects contain areas that have been identified as Endangered Regional Ecosystems which are treated as Category B Environmentally Sensitive Areas under the Standard Environmental Conditions that apply to the environmental authorities for each of the tenements. These conditions provide that mining activities must not be undertaken within Category B Environmentally Sensitive Areas and machinery must not be used within 500m of a Category B Environmentally Sensitive Area.

There is a risk that the existence of such area may preclude or limit mining activities in certain areas of the tenements which are important to the Company's operations. However, these areas only cover a small proportion of the overall area of the tenements and are unlikely interfere with the Company's proposed exploration activities.

Tenements EPM 10313 and EPM 26852 overlap with the Chidna Nature Refuge and Belmont State Forest, respectively, which are treated as Category C Environmentally Sensitive Areas under the Standard Environmental Conditions contained in the Code of Environmental Compliance for Exploration and Mineral Development Projects. Whilst mining is not prohibited within these areas additional consents and approvals prior to conducting activities on the reserves may be required.

Delays in obtaining, or the inability to obtain, these consents and approvals may significantly impact on the Company's operations.

(r) **Climate Risk**

There are a number of climate-related factors that may affect the operations and proposed activities of the Company. The climate change risks particularly attributable to the Company include:

- (i) the emergence of new or expanded regulations associated with the transitioning to a lower-carbon economy and market changes related to climate change mitigation. The Company may be impacted by changes to local or international compliance regulations related to climate change mitigation efforts, or by specific taxation or penalties for carbon emissions or environmental damage. These examples sit amongst an array of possible restraints on industry that may further impact the Company and its profitability. While the Company will endeavour to manage these risks and limit any consequential impacts, there can be no guarantee that the Company will not be impacted by these occurrences; and
- (ii) climate change may cause certain physical and environmental risks that cannot be predicted by the Company, including events such as increased severity of weather patterns and incidence of extreme weather events and longer-term physical risks such as shifting climate patterns. All these risks associated with climate change may significantly change the industry in which the Company operates.

(s) **Historical and other creditor claims**

Although, following the effectuation of the DOCA, the creditor's claim lies against Creditors' Trust rather than the Company, there remains a risk that creditors may pursue claims against the Company, even in the absence of legal rights to do so. If that occurs, the Directors rely on the release and bar to claims clauses contained in the DOCA with a view to defeating such claims. The Company is currently not aware of any creditors asserting such a right.

8.3 Industry Specific Risks

(a) **Exploration Success**

The mineral assets in which the Company will acquire an interest are at various stages of exploration, and potential investors should understand that mineral exploration and development are high-risk undertakings.

There can be no assurance that exploration of these assets, or any other assets that may be acquired in the future, will result in the discovery of an economic ore deposit. Even if an apparently viable deposit is identified, there is no guarantee that it can be economically exploited.

(b) **Resource and Reserves and Exploration Targets**

The Company has identified a number of exploration targets based on geological interpretations and limited geophysical data, geochemical sampling and historical drilling. Insufficient data however, exists to provide certainty over the extent of the mineralisation. Whilst the Company intends to undertake additional exploratory work with the aim of defining a resource, no assurances can be given that additional exploration will result in the determination of a resource on any of the exploration targets identified. Even if a resource is

identified no assurance can be provided that this can be economically extracted.

Reserve and resource estimates are expressions of judgement based on knowledge, experience and industry practice. Estimates which were valid when initially calculated may alter significantly when new information or techniques become available. In addition, by their very nature resource and reserve estimates are imprecise and depend to some extent on interpretations which may prove to be inaccurate.

(c) **Grant of future authorisations to explore and mine**

If the Company discovers an economically viable mineral deposit that it then intends to develop, it will, among other things, require various approvals, licence and permits before it will be able to mine the deposit. There is no guarantee that the Company will be able to obtain all required approvals, licenses and permits. To the extent that required authorisations are not obtained or are delayed, the Company's operational and financial performance may be materially adversely affected.

(d) **Environmental**

The operations and proposed activities of the Company are subject to Australian regulations concerning the environment. As with most exploration projects and mining operations, the Company's activities are expected to have an impact on the environment, particularly if advanced exploration or mine development proceeds. It is the Company's intention to conduct its activities to the highest standard of environmental obligation, including compliance with all environmental laws.

Mining operations have inherent risks and liabilities associated with safety and damage to the environment and the disposal of waste products occurring as a result of mineral exploration and production. The occurrence of any such safety or environmental incident could delay production or increase production costs. Events, such as unpredictable rainfall or bushfires may impact on the Company's ongoing compliance with environmental legislation, regulations and licences. Significant liabilities could be imposed on the Company for damages, clean-up costs or penalties in the event of certain discharges into the environment, environmental damage caused by previous operations or non-compliance with environmental laws or regulations.

The disposal of mining and process waste and mine water discharge are under constant legislative scrutiny and regulation. There is a risk that environmental laws and regulations become more onerous making the Company's operations more expensive.

Approvals are required for land clearing and for ground disturbing activities. Delays in obtaining such approvals can result in the delay to anticipated exploration programmes or mining activities.

(e) **Regulatory Compliance**

Interests in tenements in Queensland are governed by legislation and are evidenced by the granting of leases and licences by the State. The Company will be subject to legislation and regulations in Queensland as it relates to its projects located in Queensland and will have an obligation to meet conditions that apply to those tenements, including the payment of rent and prescribed annual expenditure commitments.

The Company's projects will be, subject to annual review and periodic renewal. While it is the Company's intention to satisfy the conditions that apply to its projects, there can be no guarantees made that, in the future, the projects that are subject to renewal will be renewed or that minimum expenditure and other conditions that apply to the tenements will be satisfied. Renewal conditions may include increased expenditure and work commitments or compulsory relinquishment of areas of the projects.

8.4 General Risks

(a) Reliance on Key Personnel

The responsibility of overseeing the day-to-day operations and the strategic management of the Company depends substantially on its senior management and its key personnel. There can be no assurance given that there will be no detrimental impact on the Company if one or more of these employees cease their employment. The Company may not be able to replace its senior management or key personnel with persons of equivalent expertise and experience within a reasonable period of time or at all and the Company may incur additional expenses to recruit, train and retain personnel. Loss of such personnel may also have an adverse effect on the performance of the Company.

(b) Economic risks

General economic conditions, movements in interest and inflation rates and currency exchange rates may have an adverse effect on the Company's activities, as well as on its ability to fund those activities.

(c) Competition Risk

The industry in which the Company will be involved is subject to domestic and global competition. Although the Company will undertake all reasonable due diligence in its business decisions and operations, the Company will have no influence or control over the activities or actions of its competitors, which activities or actions may, positively or negatively, affect the operating and financial performance of the Company's projects and business.

(d) Market conditions

Share market conditions may affect the value of the Company's quoted securities regardless of the Company's operating performance. Share market conditions are affected by many factors such as:

- (i) general economic outlook;
- (ii) introduction of tax reform or other new legislation;
- (iii) interest rates and inflation rates;
- (iv) changes in investor sentiment toward particular market sectors;
- (v) the demand for, and supply of, capital; and
- (vi) terrorism or other hostilities.

The market price of securities can fall as well as rise and may be subject to varied and unpredictable influences on the market for equities. Neither the Company nor the Directors warrant the future performance of the Company or any return on an investment in the Company.

Further, after the end of the relevant escrow periods affecting Shares in the Company, a significant sale of then tradeable Shares (or the market perception that such a sale might occur) could have an adverse effect on the Company's Share price.

(e) Commodity Price Volatility and Exchange Rate Risks

The Company's operating results, economic and financial prospects and other factors will affect the trading price of the Shares. In addition, the price of Shares is subject to varied and often unpredictable influences on the market for equities, including, but not limited to, general economic conditions including the performance of the Australian dollar on world markets, inflation rates, foreign exchange rates and interest rates, variations in the general market for listed stocks in general, changes to government policy, legislation or regulation, industrial disputes, general operational and business risks and hedging or arbitrage trading activity that may develop involving the Shares.

In particular, the share prices for many companies have been and may in the future be highly volatile, which in many cases may reflect a diverse range of non-company specific influences such as global hostilities and tensions relating to certain unstable regions of the world, acts of terrorism and the general state of the global economy. No assurances can be made that the Company's market performance will not be adversely affected by any such market fluctuations or factors.

(f) **Agents and Contractors**

The Directors are unable to predict the risk of the insolvency or managerial failure by any of the contractors used (or to be used in the future) by the Company in any of its activities or the insolvency or other managerial failure by any of the other service providers used (or to be used in the future) by the Company for any activity.

(g) **Government Policy Changes**

Adverse changes in government policies or legislation may affect ownership of mineral interests, taxation, royalties, land access, labour relations, and mining and exploration activities of the Company. It is possible that the current system of exploration and mine permitting in Queensland (in relation to the Projects located in Queensland) may change, resulting in impairment of rights and possibly expropriation of the Company's properties without adequate compensation.

(h) **Insurance**

The Company intends to insure its operations in accordance with industry practice. However, in certain circumstances the Company's insurance may not be of a nature or level to provide adequate insurance cover. The occurrence of an event that is not covered or fully covered by insurance could have a material adverse effect on the business, financial condition and results of the Company.

Insurance of all risks associated with the Company's business may not always be available and where available the costs can be prohibitive.

(i) **Force Majeure**

The Company's projects now or in the future may be adversely affected by risks outside the control of the Company including labour unrest, civil disorder, war, subversive activities or sabotage, fires, floods, explosions or other catastrophes, epidemics or quarantine restrictions.

(j) **Taxation**

The acquisition and disposal of Shares will have tax consequences, which will differ depending on the individual financial affairs of each investor. All prospective investors in the Company are urged to obtain independent financial advice about the consequences of acquiring Shares from a taxation viewpoint and generally.

To the maximum extent permitted by law, the Company, its officers and each of their respective advisors accept no liability and responsibility with respect to the taxation consequences of subscribing for Shares under this Prospectus

(k) **Litigation risks**

The Company is exposed to possible litigation risks including intellectual property claims, contractual disputes, occupational health and safety claims and employee claims. Further, the Company may be involved in disputes with other parties in the future which may result in litigation. Any such claim or dispute if proven, may impact adversely on the Company's operations, financial performance and financial position. The Company is not currently engaged in any litigation.

(l) **Potential Acquisitions**

As part of its business strategy, the Company may make acquisitions of, or significant investments in, complementary companies or prospects and additional assets. Any such acquisitions will be accompanied by risks commonly encountered and listed in this Section.

(m) **Global Conflicts**

The current evolving conflict between Ukraine and Russia and Israel and Palestine (Ukraine and Gaza Conflicts) is impacting global economic markets. The nature and extent of the effect of the Ukraine and Gaza Conflicts on the performance of the Company remains unknown. The Company's Share price may be adversely affected in the short to medium term by the economic uncertainty caused by the Ukraine and Gaza Conflicts.

The Directors are continuing to closely monitor the potential secondary and tertiary macroeconomic impacts of the unfolding events, including the changing pricing of commodity and energy markets and the potential of cyber activity impacting governments and businesses. Further, any governmental or industry measures taken in response to the Ukraine and Gaza Conflicts, including limitations on travel and changes to import/export restrictions and arrangements involving the relevant countries may adversely impact the Company's operations and are likely to be beyond the control of the Company.

The Company is monitoring the situation closely and considers the impact of the Ukraine and Gaza Conflicts on the Company's business and financial performance to, at this stage, be limited. However, the situation is continually evolving, and the consequences are therefore inevitably uncertain.

8.5 Highly speculative investment

The above list of risk factors ought not to be taken as exhaustive of the risks faced by the Company or by investors in the Company. The above factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and the value of the Shares offered under this Prospectus.

Therefore, the Shares to be issued pursuant to this Prospectus carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those Shares.

Potential investors should consider that the investment in the Company is highly speculative and should consult their professional advisers before deciding whether to apply for Shares pursuant to this Prospectus.

9. ADDITIONAL INFORMATION

9.1 Litigation

As at the date of this Prospectus, the Group is not involved in any legal proceedings other than as set out below and the Directors are not aware of any legal proceedings pending or threatened against the Group.

9.2 Continuous disclosure obligations

The Company is a “disclosing entity” (as defined in section 111AC of the Corporations Act) for the purposes of section 713 of the Corporations Act and, as such, is subject to regular reporting and disclosure obligations. Specifically, like all listed companies, the Company is required to continuously disclose any information it has to the market which a reasonable person would expect to have a material effect on the price or the value of the Company’s securities.

This Prospectus is a “transaction specific prospectus”. In general terms, a “transaction specific prospectus” is only required to contain information in relation to the effect of the issue of securities on a company and the rights attaching to the securities. It is not necessary to include general information in relation to all of the assets and liabilities, financial position, profits and losses or prospects of the issuing company.

This Prospectus is intended to be read in conjunction with the publicly available information in relation to the Company which has been notified to ASX and does not include all of the information that would be included in a prospectus for an initial public offering of securities in an entity that is not already listed on a stock exchange. Investors should therefore have regard to the other publicly available information in relation to the Company before making a decision whether or not to invest.

Having taken such precautions and having made such enquires as are reasonable, the Company believes that it has complied with the general and specific requirements of ASX as applicable from time to time throughout the 3 months before the issue of this Prospectus which required the Company to notify ASX of information about specified events or matters as they arise for the purpose of ASX making that information available to the stock market conducted by ASX.

Information that is already in the public domain has not been reported in this Prospectus other than that which is considered necessary to make this Prospectus complete.

The Company, as a disclosing entity under the Corporations Act states that:

- (a) it is subject to regular reporting and disclosure obligations;
- (b) copies of documents lodged with ASIC in relation to the Company (not being documents referred to in section 1274(2)(a) of the Corporations Act) may be obtained from, or inspected at, the offices of ASIC; and
- (c) it will provide a copy of each of the following documents, free of charge, to any person on request between the date of issue of this Prospectus and the later of the SPP Closing Date, the Nominal Placement Closing Date and the Option Offer Closing Date:
 - (i) the annual financial report most recently lodged by the Company with ASIC;
 - (ii) any half-year financial report lodged by the Company with ASIC after the lodgement of the annual financial report referred to in (i) and before the lodgement of this Prospectus with ASIC; and
 - (iii) any continuous disclosure documents given by the Company to ASX in accordance with the ASX Listing Rules as referred to in section 674(1) of the Corporations Act after the lodgement of the annual financial report referred to in (i) and before the lodgement of this Prospectus with ASIC.

Copies of all documents lodged with ASIC in relation to the Company can be inspected at the registered office of the Company during normal office hours.

Details of documents lodged by the Company with ASX since the date of lodgement of the Company's latest annual financial report and before the lodgement of this Prospectus with ASIC are set out in the table below.

DATE	DESCRIPTION OF ANNOUNCEMENT
23 September 2024	Appendix 4G
23 September 2024	Statement of Corporate Governance Practices
26 September 2024	Geophysics reveal highly prospective targets Mt Oxide
30 September 2024	Ceasing to be a substantial holder
30 September 2024	Notice of Annual General Meeting/Proxy Form
1 October 2024	CFO Resignation
14 October 2024	TNC advances mining and processing activities at Cloncurry
21 October 2024	Trading Halt
22 October 2024	Suspension from Quotation
22 October 2024	Company Update and appointment of Voluntary Administrators
24 October 2024	Deferral of Financial Reporting Obligations and AGM
30 October 2024	Appendix 5B Quarterly Cash Flow Report
30 October 2024	TNC Quarterly Activities Report
30 October 2024	Appendix 5B Quarterly Cash Flow Report
15 November 2024	New drill targets highlighted in geophysics program
15 November 2024	Ian McAleese and Jane Seawright resign as Directors
19 November 2024	TNC Lapse of Options
19 November 2024	Update in relation to administration of True North Copper
20 November 2024	ASIC Relief
22 November 2024	Notice of Annual General Meeting/Proxy Form
22 November 2024	Proposed issue of securities - TNC
22 November 2024	Proposed issue of securities - TNC
22 November 2024	Proposed issue of securities - TNC
22 November 2024	Proposed issue of securities - TNC
22 November 2024	Proposed issue of securities - TNC
22 November 2024	Proposed issue of securities - TNC
22 November 2024	Proposed issue of securities - TNC
22 November 2024	Consolidation/Split - TNC
25 November 2024	Update - Consolidation/Split - TNC
25 November 2024	Fully Underwritten A\$50.3 million Conditional Placement
25 November 2024	Recapitalisation and Equity Raising Presentation
26 November 2024	Notification of cessation of securities - TNC

ASX maintains files containing publicly available information for all listed companies. The Company's file is available for inspection at ASX during normal office hours.

The announcements are also available through the Company's website: www.truenorthcopper.com.au.

9.3 Market price of shares

The Company is a disclosing entity for the purposes of the Corporations Act and its Shares are enhanced disclosure securities quoted on ASX.

The Company's Shares have been suspended from trading on ASX since 22 October 2024. The last market sale price of the Shares on ASX for which trades were registered was \$0.03 (on a pre-Consolidation basis) which occurred on 18 October 2024.

9.4 Material Contracts

(a) Underwriting Agreement – Placement

On 22 November 2024, the Company has entered into an underwriting agreement (**Underwriting Agreement**) with the Joint Lead Managers, pursuant to which the Joint Lead Managers have agreed to fully underwrite the Placement up to a value of \$50,300,000 (equal to 10,060,000,000 Shares).

The material terms and conditions of the Underwriting Agreement are summarised below:

Conditions	
	The obligations of the Joint Lead Managers under the Underwriting Agreement are conditional on each of the following conditions being satisfied:
	(a) (Questionnaire) the Company delivering to the Joint Lead Managers the completed due diligence questionnaire prior to the date of execution of the Underwriting Agreement (Execution Date);
	(b) (ASX Materials) the Company issuing and giving to the ASX the Prospectus, an announcement regarding the Placement, an investor presentation in respect of the Recapitulation and an Appendix 3B for the Placement (ASX Materials), and lodging with ASIC the Prospectus prior to: (i) in the case of the ASX Materials (other than the Prospectus), no later than 9:30am on the Execution Date; and (ii) in the case of the Prospectus, no later than 9:30am on the date specified in the Timetable;
	(c) (Nebari Escrow Agreement) : the Company and Nebari having executed an escrow agreement in respect of the Shares issued to Nebari under the Placement), no later than 8.00am on the date which is 2 Business Days prior to the settlement of Shares under the Placement (Settlement Date);
	(d) (ASX Approval) : ASX providing written confirmation to the Company that it will reinstate the Company to the Official List of ASX on the terms set out in the ASX Reinstatement Conditions, no later than 8:00am on the Execution Date;
	(e) (Restructuring Documentation) : execution of the restructuring documentation, no later than 8.00am on the date which is 1 Business Day prior to the AGM;
	(f) (Australian Legal Opinion) the Company delivering a legal opinion from Steinepreis Paganin, as Australian solicitors for the Company, in respect of the Prospectus, the Placement and the due

	diligence process undertaken in respect thereof, no later than 8.00am on the date that the Prospectus is lodged with ASIC; (g) (US Legal Opinion) the Company delivering a legal opinion from Rimôn Law, as U.S. counsel to the Company by 9.30am on the Settlement Date: (i) no registration of the Shares pursuant to the Placement is required under the U.S. Securities Act for the initial offer and sale of the Shares under the Placement by the Company or the Joint Lead Managers; and (ii) the Company is not, and immediately after giving effect to the offer and sale of the Shares under the Placement and the application of the net proceeds therefrom in the manner contemplated by the ASX announcement related to the Placement will not be required, to register as an "investment company" under the U.S. Investment Company Act, as amended; (h) (Certificate) the Joint Lead Managers receiving a certificate from the Company confirming it has complied with its obligations under the Underwriting Agreement (Certificate); (i) (quotation) the ASX not having indicated to the Company or the Joint Lead Managers in writing or by email on or before 9.00am on the Settlement Date that it will not grant permission for the official quotation of Shares under the Placement on ASX; and (j) (Shareholder Approvals) the Company obtaining the Shareholder Approvals.
Fees	In consideration for acting as joint lead managers and underwriters to the Placement the Company will pay the Joint Lead Managers the following fees: (a) a management fee of: (i) 2% of the amount that is raised under the Placement, less the proceeds attributable to Tembo; and (ii) 1.2% of the amount that is raised under the Placement that is attributable to Tembo; and (b) an underwriting fee of 4% of the amount that is raised under the Placement less the proceeds attributable to Tembo.
Termination Events	The Joint Lead Managers may, by notice to the Company, terminate its obligations under the Underwriting Agreement without cost or liability, at any time, if one or more of the following occur before 5.00pm on the Settlement Date: (a) (ASX listing) the Company ceases to be admitted to the official list of the ASX; (b) (withdrawal) the Company withdraws the Placement; (c) (ASIC action) ASIC: (i) holds or commences, or gives notice of intention to hold or commence, a

	hearing or investigation in relation to the Company, the Placement, the ASX Materials under the Corporations Act or the Australian Securities and Investments Commission Act 2001 (Cth); or (ii) prosecutes or gives notice of an intention to prosecute, or commences proceedings against, or gives notice of an intention to commence proceedings against, the Company or any of its officers, employees or agents in relation to the Placement;
(d)	(application) the Takeovers Panel makes a declaration of unacceptable circumstances in connection with the Placement (or any part of it) under section 657A of the Corporations Act which has a material adverse effect on the success or settlement of the Placement;
(e)	(Certificate non-delivery) the Certificate which is required to be furnished by the Company under the Underwriting Agreement is not furnished when required;
(f)	(ASX approval of the Shares pursuant to the Placement) unconditional approval (or conditional approval, provided such condition(s) are set out in the ASX Reinstatement Conditions or would not have a material adverse effect on the success or settlement of the Placement) by the ASX for official quotation of the Shares under the Placement is refused or is not granted or, if granted, is modified (in a manner which would have a material adverse effect on the success or settlement of the Placement) or withdrawn;
(g)	(Timetable) any event specified in the Timetable is delayed for three (3) or more business days, without the prior written approval of the Joint Lead Managers;
(h)	(defective ASX Materials) the ASX Materials omit any information required by the Corporations Act or any other applicable law, or contains a statement (including as to a future matter) which is or becomes misleading or deceptive or is likely to mislead or deceive;
(i)	(copper fall) the US\$ Copper Price has fallen to a level that is 12.5% below the level of the US\$ Copper Price as at the close of trade on the business day prior to the Execution Date either: (i) at the close of trade for two consecutive trading days prior to the Settlement Date; or (ii) at the close of trade on the day immediately prior to the Settlement Date;
(j)	(illegality) there is an event, occurrence or non-occurrence after the execution of the Underwriting Agreement which makes it illegal or commercially impossible for the Joint Lead Managers to satisfy a material obligation under the Underwriting Agreement, or to market, promote or settle the Placement, or that causes the Joint Lead

	Managers to delay satisfying a material obligation under the Underwriting Agreement, including:
	(i) any acts, statute, order, rule, regulation, directive or request of any government or Government Agency, orders of any courts, lockdowns, lock-outs, forced closures, restrictions on mobility, or interruptions or restrictions in transportation which has this impact; or
	(ii) any acts of God or other natural forces, civil unrest or other civil disturbance, currency restriction, embargo, action or inaction by a Government Agency, but not coronavirus;
	(k) (material adverse change) there is a material adverse change in the status of the material exploration or mining licences of the Company, from what is disclosed by the Company to the ASX before the date of the Underwriting Agreement or the ASX Materials;
	(l) (breach of agreement) the Company fails to perform or observe any of its obligations under the Underwriting Agreement or any other agreement which is material to the Recapitalisation;
	(m) (breach of representation or warranty) a representation or warranty made or given by the Company under the Underwriting Agreement, or any other agreement which is material to the Recapitalisation is breached or proves to be, or has been, or becomes, untrue or incorrect or misleading or deceptive;
	(n) (change of law) there is introduced into the Parliament of the Commonwealth of Australia or any State or Territory of Australia a law or any new regulation is made under any law, or a Government Agency adopts or announces a new policy (other than a law or policy which has been announced or is generally known before the date of the Underwriting Agreement);
	(o) (banking moratorium) a general moratorium on commercial banking activities in Australia, New Zealand, the United States of America, Canada (British Columbia, Quebec, Ontario provinces only), the United Kingdom, Hong Kong, Singapore, the European Union (Netherlands, Germany, France or Luxembourg), is declared by the relevant central banking authority in any of those countries or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries;
	(p) (securities market disruption) trading in all securities quoted or listed on the ASX, the Hong Kong Stock Exchange, the London Stock Exchange or the New York Stock Exchange is suspended or limited in a material respect for one day (or a sustained and substantial part of one day) on which that exchange is open for trading or a Level 3 "market wide circuit breaker" is implemented by the New York Stock Exchange upon a 20% decrease against the prior day's closing value of the S&P500 Index

	only and in each case, where that event or disruption occurs during the bookbuild period;
(q)	(markets dislocation) there is an adverse change or disruption to financial, political or economic conditions, currency exchange rates or controls or financial markets in Australia, New Zealand, the European Union (Netherlands, Germany, France or Luxembourg), the United States of America, Canada (British Columbia, Quebec, Ontario provinces only), the United Kingdom, Singapore or Hong Kong, from those existing as at the date of the Underwriting Agreement, or any adverse change, or development involving a prospective adverse change, in any of those conditions or markets;
(r)	(Company changes without consent) without the prior written consent of the Joint Lead Managers, there is an alteration in the composition of the Company's chief executive officer, chief financial officer or its board of directors, its share capital or its Constitution (other than one which has already been disclosed to the ASX prior to the date of the Underwriting Agreement or in the ASX Materials);
(s)	(defective Certificate) a statement in the Certificate is untrue, incorrect or misleading or deceptive;
(t)	(hostilities) any of the following occur: (i) hostilities not existing at the date of the Underwriting Agreement commence (whether war has been declared or not); or (ii) a major escalation in existing hostilities occurs (whether war has been declared or not), involving any one or more of Australia, New Zealand, the United States of America, Canada (British Columbia, Quebec, Ontario provinces only), United Kingdom, the European Union (Netherlands, Germany, France or Luxembourg), Singapore, Hong Kong, a member of the North Atlantic Treaty Organisation, Finland, Sweden, or a state of emergency is declared by any of those countries or in any part of any of those countries (other than as already declared prior to the date of the Underwriting Agreement); or (i) chemical, nuclear or biological weapons of any sort are used in; or (ii) the military of any other state becomes directly involved in (other than as already involved today), the Ukraine- Russia conflict or in the current hostilities involving Israel or Iran;
(u)	(general non-compliance) the Company fails to comply with a provision of its Constitution, the ASX Listing Rules, the Corporations Act or other applicable laws; or
(v)	(director or executive events) a director or officer of the Company: (i) is charged with an indictable offence relating to any financial or corporate

	matter, or fraudulent or misleading or deceptive conduct, or any regulatory body or Government Agency commences any public action against a director in his or her capacity as a director of the Company or announces that it intends to take any such action; or (ii) is disqualified from managing a corporation under sections 206B, 206C, 206D, 206E, 206EA, 206F or 206G(5) of the Corporations Act.
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The Underwriting Agreement otherwise contains provisions considered standard for an agreement of its nature (including representations and warranties and confidentiality provisions).

(b) **DOCA and Creditors' Trust Deed**

DOCA

On 19 November 2024, the Company entered into the DOCA with the Administrators.

A summary of the key terms of the DOCA are detailed in Section 4.4. A summary of the other material terms of the DOCA are set out below:

Indemnification of Administrators	The Deed Administrators are entitled to be indemnified out of, the assets of the Group at effectuation, including in respect of their remuneration, costs, fees and expenses for work done in the performance of their duties as Administrators and Deed Administrators of the Group.
Termination of DOCA	The DOCA will terminate upon the following events: (a) if the Company does not execute the Nebari Restructuring Agreement before 6 December 2024 (or any later date agreed in writing between the Administrators and the Joint Lead Managers); (b) the termination by the Deed Administrators of the employment of any employees of any entity in the Group agreed between the Deed Administrators before 6 December 2024 (or any later date agreed in writing between the Administrators and the Joint Lead Managers); (c) the Shareholder Approvals are not obtained before 31 December 2024 (or any later date agreed in writing between the Administrators and the Joint Lead Managers); (d) the Company does not complete the Capital Raising before 31 December 2024 (or any later date agreed in writing between the Administrators and the Joint Lead Managers); (e) effectuation of the DOCA does not or cannot occur before 31 December 2024 (or any later date agreed in writing between the Administrators and the Joint Lead Managers); (f) the Underwriting Agreement is terminated; (g) the Court makes an order terminating the DOCA under section 445D of the Corporations Act; and (h) the Creditors pass a resolution terminating the DOCA in accordance with section 445C of the Corporations Act at a meeting convened under Division 75 of the Insolvency Practice Schedule and Division 75 of the

Creditors' Trust Deed

Prior to effectuation of the DOCA, the Company will execute a trust deed with the Deed Administrators which will establish a creditors' trust (**Creditors' Trust**) for the benefit of creditors (**Creditors' Trust Deed**). The Deed Administrators will be the trustees of the Creditors' Trust (**Trustees**).

Pursuant to the terms of the Creditor's Trust Deed, the Creditors' Trust fund will be distributed in the manner detailed in Section 4.4.

The Trustees will be entitled to be indemnified, to the extent permitted by law, and will have a lien over the funds in the Creditors' Trust.

(c) **Nebari Restructuring Agreement and Escrow Agreement**

Prior to effectuation of the DOCA, the Company will execute a loan restructuring agreement with Nebari, pursuant to which Nebari will agree to restructure the following agreements:

- (i) the existing two-tranche USD\$28 million senior loan facility dated 31 January 2024, between the Company, Nebari and the Guarantors (defined below) (**Existing Loan Agreement**); and
- (ii) the Loan Facility Agreement between the Company and Guarantors in respect of the working loan facility to the DOCA (a summary of the Loan Facility is set out in Section 9.4(d) below).

In connection with the Loan Restructuring Agreement, Nebari has agreed to enter into a six months' voluntary restriction deed, commencing on the date of the issue of Shares under the Loan Restructuring Agreement.

The material terms and conditions of the Nebari Restructure Agreement are summarised below:

Preparatory Steps	On request by the Company, Nebari shall confirm by notice to the Company by no later than one business day prior to the date that settlement of the Placement occurs (Settlement Date): (a) the amounts outstanding under the Existing Loan Agreement and Loan Facility Agreement in US dollars; and (b) the applicable USD:AUD exchange rate at 5:00pm (New York Time) on the Business Day preceding the Settlement Date.
Existing Loan Agreement Restructure	The Company may satisfy the requirement to pay the outstanding amount under the Existing Loan Agreement on the date the Company issues the shares under the Placement by: (a) paying to Nebari US\$17,616.912.80 and A\$100,000 in cash; and (b) the remaining outstanding amount (discounting the cash payment in (a)) (Equity Amount) by issuing Shares to Nebari (or its nominee) on the date the Company issues Shares under the Placement (Issue Date) (rounded down to the nearest whole share) determined as follows: $x = \frac{EA}{IP}$ where: x is the number of Shares to be issued;

	EA is the Equity Amount (converted to Australian Dollars at the applicable exchange rate); and IP is the price of the Shares which is issued pursuant to the Placement.
Cancellation and Release	Following the satisfaction of the cash payment and equity conversion under the Existing Loan Agreement Restructure and payment of the Loan Facility set out above: (a) (Cancellation): on the Issue Date: (i) any undrawn commitments or loans under the Existing Loan Agreement and Loan Facility are cancelled; and (ii) the Company and Guarantors (together, the Obligors) are deemed to have repaid all amounts outstanding under the finance documents and all secured moneys, including all costs, fees, expenses and accrued, unpaid and default interest, and will owe no further amounts to Nebari under the finance documents; (b) (Release): on the Issue Date: (i) the Obligors are released from all liability under the finance documents and the finance documents are terminated; and (ii) the secured collateral (being various mining tenements, secured real estate and all the Obligor's other present and after-acquired property) is released from the security interest and, if applicable, is reassigned to each respective Obligor; (c) (Discharge of mining mortgage): within 5 business days of the Issue Date, Nebari agrees to make any required lodgement with a government agency responsible for administering the mining register in Queensland to reflect that the mortgages over the Company's tenements are terminated on the Issue Date; and (d) (Discharge of PPS registrations): within 5 business days of the Issue Date, Nebari agrees to register a financing charge statement to discharge the several entries from the PPS Register.
Termination	The Nebari Restructure Agreement will automatically terminate if: (a) the DOCA is terminated (other than following effectuation of the DOCA); or (b) the Settlement Date does not occur by 10 January 2025 (or any later date agreed between Nebari and the Company).

(d) **Administrator Loan**

On 6 November 2024, the Group and Nebari entered into a loan facility agreement (**Loan Facility Agreement**) under which Nebari agreed to provide the Group with access to a US\$1,650,000 loan facility (**Loan Facility**). The material terms of the Loan Facility Agreement are set out below:

Approved Purpose	The Group must apply amounts borrowed under the Loan Facility towards: (a) financing any liabilities, cost and expenses incurred by the Administrators in the performance or exercise of their functions and powers as administrators of the Group including carrying on the business and managing the property and affairs of the Group; (b) costs and expenses of undertaking a sales process for the shares or assets of the Group or a recapitalisation process including preparing, negotiating and implementing the DOCA; (c) remuneration and disbursement of the Administrators; and/or (d) payments made for the general corporate purposes of the Group.						
Drawdown	A member of the Group may, no later than 10 business days prior to each of the dates listed below (or such date as Nebari may agree) request a loan up to an aggregate principal amount listed opposite the proposed drawdown dates listed below: <table><tr><th>DRAWDOWN DATE</th><th>MAXIMUM LOAN AMOUNT</th></tr><tr><td>21 November 2024</td><td>US\$850,000</td></tr><tr><td>21 January 2025</td><td>US\$800,000</td></tr></table> The Administrators requested a first drawdown of US\$850,000 and received A\$1,296,908.	DRAWDOWN DATE	MAXIMUM LOAN AMOUNT	21 November 2024	US\$850,000	21 January 2025	US\$800,000
DRAWDOWN DATE	MAXIMUM LOAN AMOUNT						
21 November 2024	US\$850,000						
21 January 2025	US\$800,000						
Conditions Precedent	Nebari is not required to provide further loans under the Loan Facility unless: (a) the aggregate facility limit of US\$1,650,000 (Facility Limit) would not be exceeded; and (b) no event of default or potential event of default is continuing on the date of the drawdown notice and on the drawdown date or would result from a further loan being provided.						
Interest Payable	Interest payable on the facility is at a rate of 10% per annum, by way of capitalisation.						
Fees	The fees payable under the Loan Facility to Nebari are: (a) an upfront fee of 5% on the aggregate facility limit of US\$1,650,000 is payable on the date of the first drawdown by way of capitalisation; and (b) an exit fee of 5% on the aggregate facility limit of US\$1,650,000 is payable on the Maturity Date, or if the Company repays the principal outstanding in full on an earlier date.						
Repayment	The Loan Facility matures and is repayable on the earlier of the Administrator Termination Date (defined below) and 21 May 2025, or such later date as may be agreed by the parties in writing (the Maturity Date).						

	The Company may prepay amounts outstanding at any time in whole or in part repayable in USD.
Administrator Termination Date	Administrator Termination Date means the earlier of: (a) the completion of the implementation of the DOCA; (b) the termination of the DOCA; (c) the liquidation of the Group in accordance with the Corporations Act; and (d) the sale of substantially the whole of the assets of the Group.
Other customary terms	The Loan Facility Agreement includes other terms and conditions that are customary for a facility agreement of this nature (including undertakings and events of default).

(e) **Amendments to Glencore Offtake & Tolling Agreements**

As announced on 23 January 2024, the Company (through its wholly owned subsidiary, TNC Mining Pty Ltd (**TNC Mining**)), and Glencore International AG (**Glencore**) entered into:

- (i) an offtake agreement for the purchase and delivery of copper concentrate services by Glencore to TNC Mining in respect of ore extracted from the Cloncurry Copper Project (**Offtake Agreement**); and
- (ii) a tolling agreement for the provision of toll processing services by Glencore to TNC Mining in respect of ore extracted from the Cloncurry Copper Project (**Tolling Agreement**).

On 19 November 2024, TNC Mining and Glencore executed a variation agreement to vary the Offtake Agreement and the Tolling Agreement. The material terms of the variation are as follows:

- (i) the term of the Offtake Agreement is amended from the purchase of all concentrate over the life of mine to a fixed term (unless extended by mutual agreement);
- (ii) treatment under the Tolling Agreement can now occur at Mount Isa Mines in addition to the Ernest Henry Mine; and
- (iii) the annual volume of ore to be processed under the Tolling Agreement has been increased from 1 million tonnes to 1.3 million tonnes per calendar year.

Following effectuation of the DOCA, the Offtake Agreement and the Tolling Agreement (as varied) will remain unchanged and in full force and effect.

(f) **Round Oak Asset Sale Agreement**

The Company entered into an asset sale agreement on 31 July 2021 to acquire a portfolio of tenements from Round Oak Minerals Pty Ltd (**Round Oak**), Exco Resources Pty Ltd and Exco Resources (Qld) Pty Ltd, in consideration for:

- (i) a total of \$800,000 (paid in as 2021);
- (ii) deferred cash payments of up to \$6,000,000 in aggregate:
 - (A) \$1,000,000 payable on each occasion the Company achieves production of a commercially saleable quantity of ore (\$1,000,000) from any of the tenements acquired; and
 - (B) \$2,000,000 on each occasion the Company achieves six months continuous production of a commercially saleable quantity of ore from any of the Tenements acquired; and

- (iii) payment of a royalty of 2% of the net smelter return from the acquired tenements.

As at the date of this Prospectus, the Company owed Round Oak \$3 million in deferred consideration. Pursuant to the DOCA, all Claims (as that term is defined in the DOCA) of Round Oak will be compromised under the DOCA.

(g) **Mt Oxide Deferral Deed**

On 5 August 2022, TNC Mining Pty Ltd (Administrators Appointed) (**TNC Mining**), Mount Oxide Pty Ltd (**MOPL**) and Perilya entered into an asset sale agreement for the purchase of the tenements comprising the Mt Oxide Project (**Mt Oxide Acquisition Agreement**). Completion of the Mt Oxide Acquisition Agreement occurred on 7 June 2023.

Pursuant to the terms of the Mt Oxide Acquisition Agreement, TNC Mining was obligated to pay a deferred cash payment of \$15 million to Perilya and MOPL for the acquisition of Mt Oxide payable June 2025 (**Deferred Cash Payment**).

On 18 November 2024, TNC Mining, MOPL, Perilya and the Administrators entered into a deferral deed whereby MOPL and Perilya have agreed to restructure the Deferred Cash Payment under the Mt Oxide Acquisition Agreement, to \$7.5 million, payable December 2026.

Further, as security for MOPL and Perilya's rights to receive the Deferred Cash Payment, the parties have agreed that MOPL and Perilya shall register a mining mortgage over the Mt Oxide Project on customary terms for a mortgage of its nature, to be withdrawn and discharged within 3 business days of the payment in full by TNC Mining of the Deferred Cash Payment.

(h) **Kanins International Offtake Agreement**

As announced on 31 July 2023, the Company entered into an exclusive offtake agreement with Kanins International Pty Limited (**Kanins**) for its copper sulphate production in Queensland (**Kanins Offtake Agreement**).

Under the terms of the Kanins Offtake Agreement, Kanins would acquire all copper sulphate produced by the Company at its Queensland sites for the life of copper sulphate production from those sites. The pricing of copper sulphate sold to Kanins is determined by reference to the London Metals Exchange Copper price at that time plus a surcharge.

Additionally, Kanins would provide technical services to the Company as required (at negotiable fees) to assist the Company to produce products which will achieve the highest return (with fair and reasonable pricing for improved product to be agreed).

The Company and Kanins are in the process of documenting their intention that immediately following effectuation of the DOCA, the parties will be deemed to have entered into and to have executed a new agreement on the same terms and conditions as the existing Kanins Offtake Agreement. All rights and obligations under the existing Kanins Offtake Agreement will merge with the corresponding rights and obligations under the new Kanins Offtake Agreement.

(i) **Paul Cronin Agreement**

Mr Paul Cronin will enter into an appointment agreement with the Company to act in the capacity of non-executive chairman. Mr Cronin will receive the remuneration and interests set out in Section 9.5.

(j) **Mitchell Agreement**

The Company has agreed in principle with Mitchell Services Limited (**Mitchell Services**) and Mitchell Operations Pty Ltd (**Mitchell Operations**) (a wholly-owned subsidiary of Mitchell Services), to prepay the provision of up to \$300,000 worth of diamond drilling services by Mitchell Operations to the Company at the Cloncurry Copper Project in via the issue of 60,000,000 Shares to Mitchell Services under the Placement.

The Company shall grant to Mitchell Operations a right to match the terms of any bona fide third-party offer for drilling services at the Company's projects until the full utilisation of \$300,000 worth of diamond drilling services by the Company.

Mitchell Operations will provide the drilling services on rates standard for an agreement of this nature.

The parties will enter into an agreement to formalise the arrangement and to covenant and agree that their corresponding rights and obligations under the agreement will survive effectuation of the DOCA.

(k) **Tembo Relationship Deed**

The Company entered into a relationship deed with Tembo Capital Holdings UK Limited (**Tembo**) and associated entities of Tembo in July 2023, pursuant to which Tembo has been granted various rights (**Tembo Relationship Deed**). The material terms of the Tembo Relationship Deed are as follows:

Director appointment	Provided that Tembo holds a voting power of 8% or more, until a terminating event under the Tembo Relationship Deed, Tembo may appoint one person to be appointed as a non-executive director of the Company. The appointment of the nominee director is subject to the ASX Listing Rules. Tembo's nominee director may provide Tembo with information acquired in their capacity as a director, provided this does not breach applicable laws, the ASX Listing Rules, agreed information protocols or confidentiality obligations.
Technical Committee	The Board was required to establish a technical advisory committee (Technical Committee) to oversee and advise the Board on all technical issues relating to any projects of the Company, review and comment on any proposed budget, work programmes, technical studies or results, as requested by the Board and make recommendations to the Company's management team and the Board, as requested by the Board. Provided Tembo holds voting power in the Company of 8% or more and until a terminating event under the Tembo Relationship Deed, Tembo has the right, but not the obligation, to appoint two representatives of the Technical Committee.
Information right	Provided Tembo holds voting power in the Company of 5% or more and until a terminating event under the Tembo Relationship Deed, the Company must provide Tembo with: (a) management accounts and other accounting/financial information necessary for Tembo's accounting or financial control requirements; (b) information concerning capital and development strategy; and (c) various items of technical information/reporting.
Access right	Provided Tembo holds voting power in the Company of 5% or more and until a terminating event under the Tembo Relationship Deed, the Company must provide Tembo with right to visit the Company and all premises of the Company group during normal business hours (subject to providing reasonable notice and that the Company group operations are not disrupted as a result of any such access) and to have reasonable non-disruptive access to the Company's executive management team members.

Participation right

Provided that Tembo holds a voting power of 8% or more, until a terminating event under the Tembo Relationship Deed, Tembo, the Company must notify Tembo of any proposed issue of new Shares for cash consideration (other than on exercise of Options) and negotiate with Tembo in good faith to agree the terms on which Tembo may participate in the issue.

The Company and Tembo are in the process of documenting their intention that immediately following effectuation of the DOCA, the parties will be deemed to have entered into and to have executed a new agreement on the same terms and conditions as the existing Tembo Relationship Deed. All rights and obligations under the existing Tembo Relationship Deed will merge with the corresponding rights and obligations under the new Tembo Relationship Deed.

(l) Operating Agreements

The Company has entered into a number of standard operating agreements for the Company's exploration activities. These operating agreements are entered into on arm's length commercial terms with the parties of good standing.

9.5 Interests of Directors

Other than as set out in this Prospectus, no Director or proposed Director holds, or has held within the two (2) years preceding lodgement of this Prospectus with ASIC, any interest in:

- (a) the formation or promotion of the Company;
- (b) any property acquired or proposed to be acquired by the Company in connection with:
 - (i) its formation or promotion; or
 - (ii) the Offers; or
- (c) the Offers,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to a Director or proposed Director:

- (d) as an inducement to become, or to qualify as, a Director; or
- (e) for services provided in connection with:
 - (i) the formation or promotion of the Company; or
 - (ii) the Offers.

Security holdings

The relevant interest of each of the Directors in the Securities of the Company as at the date of this Prospectus, is set out in the table below.

DIRECTOR	SHARES	OPTIONS	PERFORMANCE RIGHTS
Bevan Jones¹	200,000	Nil	Nil
Paul Frederiks²	1,500,000	1,135,807	Nil
Tim Dudley	Nil	Nil	Nil
Paul Cronin (Proposed Chair)	Nil	Nil	Nil

Notes:

- Refer to the respective Appendix 3Y for each Director for further details with respect to their security holding.
- No Director holds any interest in warrants. Warrants are therefore not shown in the above table.

The relevant interest of each of the Directors in the Securities of the Company (on a pre-Consolidation basis), assuming the Shareholder Approvals are obtained, the other Offer Conditions are satisfied, is set out in the table below.

DIRECTOR	SHARES	OPTIONS	WARRANTS	PERFORMANCE RIGHTS
Bevan Jones¹	20,200,000	Nil	Nil	50,000,000
Paul Frederiks	1,500,000	1,135,807	Nil	Nil
Tim Dudley	Nil	Nil	Nil	Nil
Paul Cronin (Proposed Chair)^{2,3}	100,000,000	500,000,000	Nil	Nil

Notes:

1. The Company is seeking Shareholder approval for the purposes of Listing Rule 10.11 to allow Mr Bevan Jones (or his nominee) to subscribe for up to 20,000,000 Shares under the Placement (on a pre-Consolidation basis).
2. The Company is seeking Shareholder approval for the issue of 50,000,000 Performance Rights (on a pre-Consolidation basis) to Mr Bevan Jones (or his nominee) for the purposes of ASX Listing Rule 10.14 and all other purposes at the AGM).
3. The Company is seeking Shareholder approval for the purposes of Listing Rule 10.11 to allow Mr Paul Cronin (or his nominee) to subscribe for up to 100,000,000 Shares under the Placement (on a pre-Consolidation basis).
4. The Company is seeking Shareholder approval for the purposes of Listing Rule 10.11 for the issue of 500,000,000 Offer Options to Mr Paul Cronin (or his nominee) under the Options Offer (on a pre-Consolidation basis).

Remuneration

The remuneration of an executive Director is decided by the Board, without the affected executive Director participating in that decision-making process. The total maximum remuneration of non-executive Directors is initially set by the Constitution and subsequent variation is by ordinary resolution of Shareholders in general meeting in accordance with the Constitution, the Corporations Act and the ASX Listing Rules, as applicable. The determination of non-executive Directors' remuneration within that maximum will be made by the Board having regard to the inputs and value to the Company of the respective contributions by each non-executive Director. The current amount has been set at an amount not to exceed \$450,000 per annum.

A Director may be paid fees or other amounts (ie non-cash performance incentives such as performance rights, subject to any necessary Shareholder approval) as the other Directors determine where a Director performs special duties or otherwise performs services outside the scope of the ordinary duties of a Director. In addition, Directors are also entitled to be paid reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as Directors.

The following table shows the total (and proposed) annual remuneration paid to both executive and non-executive directors.

DIRECTOR	YEAR ENDING 30 JUNE 2025			YEAR ENDED 30 JUNE 2024		
	SALARY	EQUITY BASED PAYMENTS	TOTAL	SALARY	EQUITY BASED PAYMENTS	TOTAL
Bevan Jones^{1,2}	\$450,000	\$125,000	\$525,000	\$28,125	\$1,443	\$31,508
Paul Frederiks^{3,4}	\$263,731	\$93,750	\$357,481	\$220,000	\$51,132	\$271,132
Tim Dudley^{5,6}	\$58,533		\$58,533	\$70,000		\$70,000
Paul Cronin (Proposed Chair)^{7,8}	\$58,597	\$366,750	\$425,347	-	-	-

Notes:

1. Includes salary/fees and superannuation of \$450,000 and equity-based payment of \$125,000 (being 50% of the valuation of performance rights being granted).
2. Includes salary/fees and superannuation of \$28,125 and equity-based payment of \$1,443.
3. Includes salary/fees of \$263,731 and equity-based payment of \$93,750 (being 50% of the valuation of performance rights being granted).
4. Includes salary/fees of \$220,000 and an equity-based payment of \$51,132.
5. Includes salary/fees of \$58,333 for 10 months (no fees paid for the administration period in Nov-Dec). Mr Dudley does not receive any salary/fees in his personal capacity, the fees are paid directly to Tembo Capital Mining GP III Ltd.
6. Includes salary/fees of \$70,000. Mr Dudley does not receive any salary/fees in his personal capacity, the fees are paid directly to Tembo Capital Mining GP III Ltd.
7. Includes salary/fees and superannuation of \$58,597 for 6 months and an equity-based payment of \$366,750. As noted above, the Company is seeking Shareholder approval for the purposes of Listing Rule 10.11 for the issue of 500,000,000 Offer Options to Mr Paul Cronin (or his nominee) under the Options Offer (on a pre-Consolidation basis).
8. To be appointed as a Director on 23 December 2024.

9.6 ASIC Relief

As announced on 20 November 2024, the Company has obtained relief from ASIC to allow TNC to use a transaction specific prospectus under section 713 of the Corporations Act for the Offers, notwithstanding that it is currently relying on ASIC Corporations (Externally-Administered Bodies) Instrument 2015/251.

Section 713 of the Act allows continuously disclosing entities to use transaction specific prospectuses which include specified limited content because the issuers are subject to the continuous disclosure regime such that the market will generally already have the information available to it to make an informed assessment of an offer of continuously quoted securities.

The Company has complied with all of its obligations under Part 2M.3 of the Act in relation to the reporting period ended 30 June 2024 but for the requirement under section 317 to lay the various financial reports before the AGM. Accordingly, ASIC has granted the Company relief to allow the Company to use a transaction specific prospectus in relation to the Offers pursuant to a prospectus where the Offers close before 31 January 2025.

The ASIC Relief has the effect of allowing the Company to use a transaction specific prospectus under section 713 of the Act in connection with the proposed recapitalisation, notwithstanding that it is currently relying on ASIC Corporations (Externally-Administered Bodies) Instrument 2015/251.

9.7 Interests of experts and advisers

Other than as set out below or elsewhere in this Prospectus, no:

- (a) person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus;
- (b) promoter of the Company; or
- (c) underwriter (but not a sub-underwriter) to the issue or a financial services licensee named in this Prospectus as a financial services licensee involved in the issue,

holds, or has held within the 2 years preceding lodgement of this Prospectus with the ASIC, any interest in:

- (d) the formation or promotion of the Company;
- (e) any property acquired or proposed to be acquired by the Company in connection with:
 - (i) its formation or promotion; or
 - (ii) the Offers; or
- (f) the Offers,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to any of these persons for services provided in connection with:

- (g) the formation or promotion of the Company; or
- (h) the Offers.

Canaccord has acted as a joint lead manager and underwriter of the Placement. The Company estimates it will pay Canaccord the fees as set out in Section 9.4 for these services. During the 24 months preceding lodgement of this Prospectus with the ASIC, Canaccord has received \$1,196,384 (excluding GST) in fees from the Company.

Morgans has acted as a joint lead manager and underwriter of the Placement. The Company estimates it will pay Morgans the fees as set out in Section 9.4 for these services. During the 24 months preceding lodgement of this Prospectus with the ASIC, Morgans has received \$2,530,398 (excluding GST) in fees from the Company.

Steinepreis Paganin has acted as the solicitors to the Company in relation to the Offers. The Company estimates it will pay Steinepreis Paganin \$150,000 (excluding GST and disbursements) for these services. During the 24 months preceding lodgement of this Prospectus with the ASIC, Steinepreis Paganin has received \$848,799 (excluding GST) in fees from the Company.

BDO Audit Pty Ltd has acted as the auditor to the Company and has reviewed the pro-forma statement of financial position in Section 6.7, and has prepared the Independent Limited Assurance Report which is included in Annexure A. The Company estimates it will pay BDO Audit Pty Ltd a total of \$32,500 (excluding GST) for these services.

9.8 Consents

Chapter 6D of the Corporations Act imposes a liability regime on the Company (as the offeror of the Securities), the Directors, the persons named in the Prospectus with their consent as proposed directors, any underwriters, persons named in the Prospectus with their consent having made a statement in the Prospectus and persons involved in a contravention in relation to the Prospectus, with regard to misleading and deceptive statements made in the Prospectus. Although the Company bears primary responsibility for the Prospectus, the other parties involved in the preparation of the Prospectus can also be responsible for certain statements made in it.

Each of the parties referred to in this Section:

- (a) does not make, or purport to make, any statement in this Prospectus other than those referred to in this Section;
- (b) in light of the above, only to the maximum extent permitted by law, expressly disclaim and take no responsibility for any part of this Prospectus other than a reference to its name and a statement included in this Prospectus with the consent of that party as specified in this Section; and
- (c) has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

Canaccord has given its written consent to being named as a joint lead manager and underwriter to the Placement in this Prospectus.

Morgans has given its written consent to being named as a joint lead manager and underwriter to the Placement in this Prospectus.

Richard Tucker and Tony Miskiewicz of KordaMentha have given their written consent to being named as Administrators and Deed Administrators in this Prospectus.

Steinepreis Paganin has given its written consent to being named as the solicitors to the Company in this Prospectus.

BDO Audit Pty Ltd has given its written consent to being named as the auditor to the Company in this Prospectus and to the inclusion of the auditor reviewed pro-forma statement of financial position in Section 6.7 and the Independent Limited Assurance Report in Annexure A in the form and context in which the information and report is included.

9.9 Expenses of the SPP Offer and the Placement

In the event that all Entitlements are accepted, the total expenses of the SPP Offer and the Placement are estimated to be approximately \$2,660,500 (excluding GST) and are expected to be applied towards the items set out in the table below:

	\$
ASX fees	67,500
Joint Lead Manager Fees	2,298,000
Costs of the SPP	250,000
Independent Limited Assurance Review Fee	30,000
Printing, registry and other expenses	15,000
TOTAL	2,660,500

10. DIRECTORS' AUTHORISATION

This Prospectus is issued by the Company and its issue has been authorised by a resolution of the Directors.

In accordance with section 720 of the Corporations Act, each Director has consented to the lodgement of this Prospectus with the ASIC.

11. GLOSSARY

\$ means the lawful currency of the Commonwealth of Australia.

Acceptance Form means an acceptance form in respect of the Offers.

Administrators means Richard Tucker and Tony Miskiewicz of KordaMentha as joint and several deed administrators of the Company.

AEDT means Australian Eastern Daylight Time.

AGM means the annual general meeting of the Company, to be held on 23 December 2024.

Applicant means a person who applies for Securities pursuant to the Offers.

Application Form means the SPP Application Form, the Nominal Placement Application Form and the Options Offer Application Form, as the context requires.

Application Money means the aggregate amount payable for the Shares applied for through BPAY® or EFT or in a duly completed Acceptance Form (which is required for payments by EFT).

ASIC means the Australian Securities and Investments Commission.

ASIC Instrument means ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.

ASIC Relief means a modification, exemption or approval required to be obtained by the Company from ASIC to enable it to conduct the Placement in compliance with the Corporations Act through the issue of a Prospectus.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it as the context requires.

ASX Listing Rules means the listing rules of the ASX.

ASX Reinstatement Conditions has the meaning given in Section 4.8.

ASX Settlement Operating Rules means the settlement rules of the securities clearing house which operates CHESS.

Board means the board of Directors unless the context indicates otherwise.

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day and any other day that ASX declares is not a business day.

Canaccord means Canaccord Genuity (Australia) Limited (ACN 075 071 466) (AFSL 234666).

Capital Raising means the Placement and the SPP.

Closing Date means the SPP Closing Date, the Nominal Placement Closing Date or the Option Offer Closing Date (as applicable).

Company or **TNC** means True North Copper Limited (subject to Deed of Company Arrangement) (ACN 119 421 868).

Consolidation means the consolidation of the Company's existing Shares on the basis that every 100 Shares are consolidated into 1 Share (and a corresponding adjustment to the number of Options, Performance Rights and Warrants on issue), with fractional entitlements rounded up to the nearest whole number, with entitlements to less than half of a Share, Option, Performance Right or Warrant rounded down.

Constitution means the constitution of the Company as at the date of this Prospectus.

Corporations Act means the Corporations Act 2001 (Cth).

Creditors' Trust means the creditors' trust established under the DOCA whereby all unsecured creditors of the Group, whose claims are released by the DOCA, will become beneficiaries of the trust to the value of their debt against the Group.

Deed Administrators means the deed administrators under the DOCA, namely Richard Tucker and Tony Miskiewicz of KordaMentha.

Directors means the directors of the Company as at the date of this Prospectus.

DOCA or **Deed of Company Arrangement** means the deed of company arrangement between the Company and the Administrators executed on 19 November 2024.

Eligible Shareholders means Shareholders:

- (a) who were registered holders of Shares on the SPP Record Date; and
- (b) whose registered address was in Australia or New Zealand.

Entitlement means the entitlement of an Eligible Shareholder to participate in the SPP Offer.

Global Ore means Global Ore Discovery Pty Ltd.

Group or TNC Group means TNC and each of its subsidiaries.

Ineligible Shareholder means a Shareholder that is not an Eligible Shareholder.

Joint Lead Managers means Canaccord and Morgans.

KordaMentha means KM Custodians Pty Ltd (ACN 143 388 176).

Loan Facility means the US\$28,000,000 USD denominated senior secured loan facility with Nebari, as announced by the Company on 31 January 2024.

Morgans means Morgans Corporate Limited (ACN 010 539 607) (AFSL 235407).

Nebari means Nebari Natural Resources Credit Fund II, LP.

Nebari Restructuring Agreement has the meaning given in Section 4.5.

Nominal Placement Application Form means the Nominal Placement application form provided to the specific parties on invitation from the Directors to participate in the Nominal Placement Offer.

Nominal Placement Offer means an offer to subscribe for 10,000 Shares at an issue price of \$0.005 per Share, to facilitate the secondary trading of Shares issued under the Placement.

Nominal Placement Closing Date means the date the Nominal Placement Offer closes, expected to be 5:00pm (AEDT) on 2 January 2024.

Offer Conditions has the meaning given in Section 5.4

Offer Price means the price for each Share offered under the SPP Offer and the Nominal Placement Offer, being \$0.005.

Offers means the SPP Offer, the Nominal Placement Offer and the Options Offer.

Official List means the official list of entities published by the ASX as amended, modified or varied from time to time.

Official Quotation means official quotation on ASX.

Option means an option to acquire a fully paid ordinary share in the capital of the Company.

Options Offer Application Form means the application form for the Options Offer.

Option Offer Closing Date means the date the Options Offer closes, expected to be 5:00pm (AEDT) on 30 December 2024.

Options Offer means the offer of 500,000,000 Offer Options (on pre-Consolidation basis) to Mr Paul Cronin (or his nominee).

Offer Options means an Option with the terms and conditions set out in Section 7.2.

Performance Right means a right to acquire a Share subject to the satisfaction of a particular performance milestone.

Perilya means Perilya Limited (ACN 009 193 695).

Placement means the conditional fully underwritten placement of 10,060,000,000 Shares to Placement Participants at a price of \$0.005 per Share, which is conditional on and subject to the Offer Conditions (including the Shareholder Approvals).

Placement Participant means an institutional or professional investor who participated in the Placement.

Prospectus means this prospectus.

Recapitalisation means the proposed recapitalisation of the Company as set out in Section 4.3.

Report to Creditors means the report released by the Administrators dated 11 November 2024.

Restart Study has the meaning given in Section 4.11.

Retracted Information has the meaning given in Section 4.11.

Round Oak means Round Oak Minerals Pty Limited (ACN 130 641 691).

Section means a section of this Prospectus.

Securities means Shares, Options, Performance Rights or Warrants, as the context requires.

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

Shareholder means a holder of a Share.

Shareholder Approvals has the meaning given in Section 4.9.

SPP or Share Purchase Plan means the offer of Shares to existing Shareholders pursuant to a share purchase plan contemplated pursuant to this Prospectus.

SPP Application Amount has the meaning given in Section 5.7(a).

SPP Application Form means the SPP entitlement and acceptance form accompanying this Prospectus.

SPP Closing Date means the date the SPP Offer closes, expected to be 5.00pm (AEDT) on 17 December 2024.

SPP Offer means an offer, subject to Shareholder approval, to Eligible Shareholders to subscribe for up to \$30,000 of Shares under a "share purchase plan" at an issue price of \$0.005 per Share to raise approximately \$5 million (before costs).

SPP Record Date means the date specified in the timetable set out at the commencement of this Prospectus.

Suspension has the meaning given in the Important Notices.

Tembo Capital means Tembo Capital Holdings UK Ltd.

Underwriting Agreement means the underwriting agreement between the Company and the Joint Lead Managers dated 22 November 2024, pursuant to which the Joint Lead Managers agreed to fully underwrite the Placement.

Warrant means a warrant, exercisable into a Share.

INDEPENDENT LIMITED ASSURANCE REPORT ON PRO FORMA HISTORICAL FINANCIAL INFORMATION

Introduction

BDO Audit Pty Ltd ('BDO Audit') has been engaged by True North Copper Limited (Subject to a deed of company arrangement) ('TNC' or 'the Company') to report on the pro forma historical financial information ('the Historical Financial Information') for inclusion in a prospectus proposed to be issued on or about 4 December 2024 and relating to the issue of an offer of between 12,000,000,000 and 23,060,000,000 ordinary shares in True North Copper Limited shares ('the Prospectus').

Expressions and terms defined in the Prospectus have the same meaning in this report ('this Report').

Scope

Pro Forma Historical Financial Information

You have requested BDO Audit to review the following Pro Forma Historical Financial Information of TNC (being the party responsible for the Historical Financial information) included in Section 6.7 of the Prospectus:

- The pro forma historical consolidated statement of financial position as at 30 June 2024.

The Pro Forma Historical Financial Information has been derived from the Statutory Historical Financial Information of TNC, after adjusting for the effects of pro forma adjustments described in Section 6.7 and Section 6.8 of the Prospectus. The stated basis of preparation is the recognition and measurement principles contained in Australian Accounting Standards and TNC's adopted accounting policies, applied to the Historical Financial Information and the event(s) or transaction(s) to which the pro forma adjustments relate, as described in Section 6.6 of the Prospectus, as if those event(s) or transaction(s) had occurred as at the date of the Statutory Historical Financial Information. Due to its nature, the Pro Forma Historical Financial Information does not represent the Group's actual or prospective financial position, financial performance, and/or cash flows.

Directors' Responsibility

The directors of TNC are responsible for the preparation and presentation of the Pro forma Historical Financial Information, including the selection and determination of the pro forma adjustments made to the Statutory Historical Financial Information and included in the Pro forma Historical Financial Information. This includes responsibility for such internal controls as the directors determine are necessary to enable the preparation of the Pro Forma Historical Financial Information to be free from material misstatement, whether due to fraud or error.

Our Responsibility

Our responsibility is to express a limited assurance conclusion on the Pro Forma Historical Financial Information, based on the procedures performed and the evidence we have obtained. We have conducted our engagement in accordance with the Standard on Assurance Engagement ASAE 3450 Assurance Engagements involving Corporate Fundraisings and/or Prospective Financial Information.

A review consists of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Australian Auditing Standards and consequently does not enable us to obtain reasonable assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Our engagement did not involve updating or re-issuing any previously issued audit on any financial information used as a source of the Historical Financial Information.



Conclusions

Pro Forma Historical Financial Information

Based on our review, which is not an audit, nothing has come to our attention that causes us to believe that the Pro Forma Historical Financial Information, as described in Section 6.7 of the Prospectus, and comprising:

- The pro forma historical consolidated statement of financial position as at 30 June 2024, are not presented fairly in all material respects, in accordance with the stated basis of preparation as described in Section 6.6 of the Prospectus.

Restriction on Use

Without modifying our conclusions, we draw attention to Section 6.6 of the Prospectus, which describes the purpose of the Historical Financial Information, being for inclusion in the Prospectus. As a result, the Historical Financial Information may not be suitable for use for another purpose. We disclaim any liability for use of this Report, or reliance on the Historical Financial Information by any other persons or for any other purpose than that set out in Section 6.1 and Section 6.2 of the Prospectus.

Consent

We have consented to the inclusion of this Report in the Prospectus in the form and context in which it is included. At the date of this Report, our consent has not been withdrawn. However, BDO Audit has not authorised the issue of the Prospectus. BDO Audit makes no representation regarding, or responsibility for, any other statements, material in (or omissions from) the Prospectus.

Liability

The liability of BDO Audit is limited to the inclusion of this Report in the Prospectus. BDO Audit makes no representation regarding, and takes no responsibility for, any other statements, or material in, or omissions from, the Prospectus.

General Advice Warning

This Report has been prepared, and included in the Prospectus to provide investors with general information only and does not take into account the objectives, financial situation or needs of any specific investor. It is not intended to take the place of professional advice and investors should not make specific investment decisions in reliance on information contained in this Report. Before acting or relying on any information, an investor should consider whether it is appropriate for their circumstances having regard to their objectives, financial situation or needs.

Declaration of Interest

BDO Audit does not have any interest in the outcome of the proposed listing, or any other interest that could reasonably be regarded as being capable of affecting its ability to give an unbiased conclusion in this matter. BDO Audit will receive normal professional fees for the preparation of this Report.

BDO Audit Pty Ltd

A handwritten signature in black ink, appearing to read 'J W Knight', is written over a faint, circular BDO logo.

J W Knight

Director

Brisbane, 3 December 2024