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# Notice of General Meeting & Explanatory Statement

## To Shareholders

**Date and Time of Meeting:** 11:00 am (Perth time)  
on Tuesday, 18 June 2013

**Place of Meeting:** Mining Corporate Boardroom  
Level 45, 108 St Georges Terrace  
Perth, Western Australia, 6000

### Important notice

It is recommended that shareholders read this Notice of General Meeting and Explanatory Statement in full. If there is any matter that you do not understand, you should contact your financial adviser, stockbroker or solicitor for advice.

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## Corporate Directory

### Board

Malcolm R. Richmond	Chairman
William M. Johnson	Managing Director
Matthew C. P. Hammond	Non-Executive Director
Samantha J. Tough	Non-Executive Director

### Company Secretary

Amanda Wilton-Heald

### Principal & Registered Office

Level 45, 108 St Georges Terrace  
Perth, Western Australia, 6000

Telephone: +61 8 9480 0111

Facsimile: +61 8 9480 0166

Email: [info@strikeresources.com.au](mailto:info@strikeresources.com.au)

Web: [www.strikeresources.com.au](http://www.strikeresources.com.au)

### Share Registry

Advanced Share Registry Services  
Suite 2, 150 Stirling Highway  
Nedlands, Western Australia, 6009

Telephone: +61 8 9389 8033

Facsimile: +61 8 9389 7871

Email: [admin@advancedshare.com.au](mailto:admin@advancedshare.com.au)

Web: [www.advancedshare.com.au](http://www.advancedshare.com.au)

### Stock Exchange

Australian Securities Exchange  
Perth, Western Australia

**ASX code:** SRK

### Purpose of this document

This Notice of General Meeting and Explanatory Statement has been prepared for the purpose of providing shareholders with all the information known to the Company that is material to their decision on how to vote on the proposed Resolution at the General Meeting. Shareholders should read this Notice of General Meeting and Explanatory Statement in full to make an informed decision regarding the Resolution to be considered at this General Meeting.

This Notice of General Meeting and Explanatory Statement is dated 17 May 2013.

### Enquiries

If you have any questions regarding the matters set out in this Notice of General Meeting and Explanatory Statement, please contact the Company using the details above or your professional advisers.

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# Notice of General Meeting

Notice is given that a General Meeting (**GM**) of shareholders of Strike Resources Limited A.C.N. 088 488 724 (the **Company** or **Strike**) will be held at the Mining Corporate Boardroom, Level 45, 108 St Georges Terrace, Perth, Western Australia, 6000 at 11:00 am (Perth time) on Tuesday, 18 June 2013.

## Agenda

### 1. Resolution 1 – Grant of Options to Managing Director – William Johnson

*“That, for the purposes of Chapter 2E of the Corporations Act (Cth) 2001, ASX Limited (ASX) Listing Rule 10.11 and for all other purposes, shareholders approve the grant to William Johnson, the Managing Director of the Company, a total of 3,000,000 options, with each option being exercisable at \$0.30 at any time until and including the date 5 years from the date of grant and otherwise on the terms and conditions set out in the Explanatory Statement accompanying this Notice.”*

**Voting Exclusion:** *The Company will disregard any votes cast on this Resolution by William Johnson or any associate of William Johnson. The Company need not disregard a vote on this Resolution, however, if:*

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

*Further, as required by the Corporations Act, the Company will disregard any votes cast on this Resolution by or on behalf of a member of Key Management Personnel or their Closely Related Parties, except in the circumstances specified in the Explanatory Statement.*

**Dated 17 May 2013 – by authority of the Board**

**Amanda Wilton-Heald**

Company Secretary

**Role of ASIC and ASX:** A copy of this Notice of GM and Explanatory Statement has been lodged with ASIC and ASX. Neither ASIC nor ASX nor any of their respective officers takes any responsibility for the contents of the Notice of GM and Explanatory Statement.

# Explanatory Statement

This Explanatory Statement is provided to the shareholders of Strike Resources Limited (**Strike** or the **Company**) pursuant to the *Corporations Act (Cth) 2001* (**Corporations Act**) and the Listing Rules of ASX Limited (**ASX**). This Explanatory Statement should be read in conjunction with the Notice of General Meeting.

## 1. Resolution 1 – Grant of Options to Managing Director, William Johnson

### 1.1. Background

Resolution 1 seeks shareholders' approval for the Company to grant a total of 3,000,000 options to Managing Director, William Johnson on the terms and conditions set out below.

<b>Number of options</b>	3,000,000
<b>Option terms and conditions</b>	Each option entitles the holder to subscribe (in cash) for one (1) fully paid, ordinary share in the capital of Strike Resources Limited at the Exercise Price (defined below).
<b>Exercise price</b>	\$0.30.
<b>Expiry date</b>	5 years from the date of grant.
<b>Vesting conditions</b>	All of the options will vest (meaning that they may thereafter be exercised) at the time when they are issued.
<b>Lapsing conditions:</b>	<p>Where options have vested (and are therefore able to be exercised) they will lapse (and therefore no longer be capable of being exercised) on:</p> <ul style="list-style-type: none"> <li>(a) the date on which Mr Johnson gives notice of resignation from either of the positions of Managing Director of Strike or Chief Executive Officer of Apurimac Ferrum S.A. (the <b>Positions</b>) except: a) as part of an agreed restructure of the Positions; or b) where he resigns from such of the Positions as he then holds on the grounds of disability;</li> <li>(b) the date on which the Company gives him notice of termination of his employment from all of the Positions as he then holds for misconduct or unsatisfactory performance;</li> <li>(c) the date 12 (twelve) months after the date on which he gives notice of resignation from all of the Positions as he then holds, on the grounds that he has a disability; or</li> <li>(d) the date 12 (twelve) months after the date on which the Company gives him a notice of termination of all of the Positions as he then holds for any reason not covered by paragraph (b), except that the options will not lapse where he is dismissed from such of the Positions as he then holds: <ul style="list-style-type: none"> <li>(i) on the grounds that the Positions have been made redundant; or</li> <li>(ii) within 6 (six) months after a Change of Control,</li> </ul> </li> </ul> <p>unless the Board determines, in its unfettered discretion, that lapse will not occur or will be delayed for any period or until the occurrence of any condition. Nothing in this clause means that any option can be exercised after the Expiry Date.</p> <p>A <b>Change in Control</b> occurs where a person (or two or more persons acting in concert) who previously held less than 40% (forty per cent) of the voting shares in Strike increases their holding to at least 40% (forty per cent) of the voting shares in Strike.</p>
<b>Other terms</b>	As set out in the <i>Annexure</i> to this Explanatory Statement.

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The Company is proposing to grant these options to Managing Director, William Johnson as a long-term incentive to perform in his role as Managing Director of the Company.

The Board considers that the proposed option grant is reasonable and appropriate to provide William Johnson with a meaningful incentive to perform at a high level into the future.

- The terms of the proposed option issue are contained in a recommendation from the Company's Remuneration and Nomination Committee (**Remuneration Committee**) to the Board, and agreed to by the Board, subject to shareholders' approval. The Remuneration Committee concluded that the number and terms of the proposed options are reasonable having regard to industry practice, the level of salary and other benefits paid to William Johnson and the other matters detailed in this Explanatory Statement.
- The exercise price of the proposed options is \$0.30.
- The options represent a cash-free, effective and efficient way of providing an appropriate level of Director's remuneration.
- The options do not have vesting conditions. Market practice in recent years has seen a move away from attaching vesting conditions to personnel options. In the Board's view the fact that the exercise price of the options represents a substantial premium over the market price of Strike's shares itself ensures that the Managing Director must make a major contribution to the Company's performance, over a sustained period, before he will derive a substantial benefit from the options.

## 1.2. Related-Party Transaction under Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act regulates the provision by a public company of financial benefits to related parties. Section 208 of the Corporations Act provides that, for a public company to give a financial benefit to a related party, the public company must:

- (a) obtain the approval of shareholders in the way set out in Sections 217 to 227; and
- (b) give the benefit within 15 months after the approval.

A "related party" includes a director of a public company. A "financial benefit" includes a public company issuing securities (including options) to a related party.

By Resolution 1 the Company is thus seeking shareholder approval for the purposes of Chapter 2E of the Corporations Act to issue options to a Director.

In accordance with the requirements of Chapter 2E - and in particular Section 219 - of the Corporations Act, the following information is provided to allow shareholders sufficient information to determine whether they should approve Resolution 1:

**(a) The related party to whom Resolution 1 would permit the financial benefit to be given**

Managing Director, William Johnson.

**(b) The nature of the financial benefit**

If Resolution 1 is passed, William Johnson will be granted a total of 3,000,000 options. The options will be granted on the terms and conditions set out in this Explanatory Statement, including the *Annexure*.

**(c) Directors' recommendation**

All of the Directors were available to consider proposed Resolution 1. All Directors (except for William Johnson, who declines to make a recommendation because he has an interest in the outcome of the Resolution) recommend that shareholders vote in favour of approving Resolution 1, for the reasons set out in this Explanatory Statement.

**(d) The Directors' interests in the outcome of the proposed Resolution**

William Johnson has an interest in the outcome of this Resolution as, if the Resolution is passed, he will be issued with a total of 3,000,000 options on the terms and conditions set out in this Explanatory Statement, including the *Annexure*.

**(e) Any other information that is reasonably required by a shareholder to make a decision and that is known to the Company and any of its Directors**

**(i) Effect on capital structure**

If Resolution 1 is passed, the Company will grant a total of 3,000,000 options to William Johnson.

As at 3 May 2013<sup>1</sup> the Company has the following securities on issue:

	Quoted on ASX	Unlisted	Total
Fully-paid, ordinary shares	145,334,268	-	145,334,268
\$0.36 (23 November 2016) ex-director & employee options		1,416,666	1,416,666
\$0.42 (23 November 2016) ex-director & employee options		1,416,666	1,416,666
\$0.56 (23 November 2016) ex-director & employee options		1,416,668	1,416,668
<b>Total</b>	<b>145,334,268</b>	<b>4,250,000</b>	<b>149,584,268</b>

If all of the current 4,250,000 options on issue, and all of the 3,000,000 options granted pursuant to shareholder approval of Resolution 1, are exercised this would raise \$2,798,334 cash for the Company and dilute the shareholding of existing shareholders by 4.80%.

If only the 3,000,000 options proposed to be granted under Resolution 1 were exercised, the Company would raise \$900,000 cash and the shareholding of existing shareholders would be diluted by 2.02%.

**(ii) Company's recent share price**

The market price of the Company's shares during the exercise period of the options will normally determine whether or not option holders exercise their options. Thus, the options proposed to be granted if Resolution 1 is passed are only likely to be exercised if the Company's shares subsequently trade at a price which is higher than the exercise price.

The following table sets out the trading history of the Company's shares on ASX between 1 February and 2 May 2013 (inclusive):

Month	High (cents)	Low (cents)	Last sale at period end (cents)
1 May 2013 to 2 May 2013	7.0	7.0	7.0
April 2013	9.4	8.4	8.4
March 2013	13.5	9.4	9.4
February 2013	16.5	13	13

**(iii) Director's relevant interest in securities of the Company**

William Johnson's relevant interest in securities of the Company as at 3 May 2013 is as follows:

- Listed shares – 99,273.
- Options – Nil

**(iv) Valuation of options**

The Directors consider, on the basis of the calculation methodology set out below, that the options to be granted pursuant to Resolution 1 (if passed) will have an indicative value of \$0.039 per option.

This valuation has been calculated using the Black-Scholes option-pricing model, applying the following assumptions:

- the Company's share price being \$0.072 per share (which was the closing price on 2 May 2013<sup>2</sup>),
- the options being issued with an exercise price of \$0.30,
- a risk-free rate of return of 3.02% (based on the yield of a Commonwealth bond with a term of approximately 5 years as at 3 May 2013); and
- an estimated future volatility of the Company's share price of 99%.

The indicative valuation assumes that the issue date of the options was 3 May 2013 and that the expiry date is therefore 2 May 2018. This valuation may not be a representative valuation of the options at the proposed date of issue (expected to be as soon as practicable after the date of this

<sup>1</sup> The day before lodgement of this document with ASX and ASIC.

<sup>2</sup> The last full ASX trading day before lodgement of this Notice with ASX and ASIC.

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General Meeting upon Resolution 1 receiving shareholder approval and in any event, no later than one month thereafter).

Neither the Directors nor the Company are aware of any other information that would reasonably be required by shareholders to make a decision in relation to the financial benefits contemplated by Resolution 1, other than as set out in this Explanatory Statement.

### 1.3. ASX Listing Rule 10.11

ASX Listing Rule 10.11 requires a listed company to obtain approval of its shareholders prior to the issue of securities to a related party of the company. As a Director is a related party of the Company, shareholders' approval for the option issue under ASX Listing Rule 10.11 is sought under Resolution 1.

The following information is provided to shareholders for the purpose of ASX Listing Rule 10.13:

- (a) the options will be granted to Managing Director, William Johnson;
- (b) a total of 3,000,000 options will be granted to William Johnson on the terms and conditions set out in this Explanatory Statement, including the *Annexure*;
- (c) the options which are the subject of Resolution 1 will be granted to William Johnson as soon as possible after the date of this General Meeting and in any event no later than one month after the date of this General Meeting and it is anticipated that all of the options will be granted on the same date;
- (d) the options will be granted to William Johnson for no consideration – and otherwise on the terms and conditions set out in the *Annexure* to this Explanatory Statement;
- (e) no funds will be raised by the grant of options pursuant to Resolution 1; and
- (f) by virtue of Exemption 14 of ASX Listing Rule 7.2, shareholders' approval pursuant to Listing Rule 7.1 is not required in order to issue the options the subject of Resolution 1 as shareholders' approval is being obtained under ASX Listing Rule 10.11.

### 1.4. Voting exclusions

#### **ASX Listing Rules**

As required by the ASX Listing Rules, the Company will disregard any votes cast on Resolution 1 by William Johnson or any of his associates, who will be prohibited from voting as described in the voting exclusion statement within the Notice of General Meeting.

#### **Corporations Act**

As required by the Corporations Act, the Company will also disregard any votes cast on this Resolution by or on behalf of a member of *Key Management Personnel (KMP)* and their *Closely Related Parties* (together called *Excluded Parties*) except where either of the following criteria are satisfied:

- (a) The Excluded Party:
  - (i) is voting under a written (or electronically lodged) proxy that specifies how the Excluded Party is to vote on the Resolution; and
  - (ii) the Excluded party is not voting on behalf of another Excluded Party; or
- (b) the vote is cast by the Chairman as proxy:
  - (i) under a written (or electronically lodged) proxy that expressly authorises the Chairman to exercise the proxy even though the resolution is connected directly or indirectly with the remuneration of KMP; and
  - (ii) the Chairman is not voting on behalf of another Excluded Party.

*Key Management Personnel* are those of the Company's Directors and executives identified in the Company's 2012 Remuneration Report who remain in the relevant positions at the date of the meeting.

A *Closely Related Party* of a member of Key Management Personnel means:

- (a) a Key Management Personnel member's spouse;
- (b) a child or other dependant of the Key Management Personnel member or of the member's spouse;
- (c) anyone else in the Key Management Personnel member's family that may be expected to influence, or be influenced by, the member in the member's dealings with the Company; and
- (e) a company which the Key Management Personnel member controls.

The Chairman is a member of Key Management Personnel.

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If a shareholder appoints the Chairman of the Meeting as their proxy, submits a valid proxy form (in hard copy or electronically) but does not name a proxy, or their appointed proxy does not attend, the Chairman of the Meeting will be their proxy.

Shareholders may direct their proxy (whether it be the Chairman or any other person) to vote “For” or “Against” a resolution or to “Abstain” from voting on a resolution by marking the appropriate Voting Direction box opposite the Resolution in the hard copy or online proxy form. The Company encourages shareholders to instruct their proxy how to vote using this method.

If, however, the Chairman of the Meeting is your proxy and you do not mark any voting direction box related to this Resolution 1 in the hard copy or online proxy form, you will be deemed to authorise the Chairman to vote “For” this Resolution as your proxy and to have acknowledged that the Chairman of the Meeting intends to vote for the Resolution in accordance with that authorisation. **If you do not wish the Chairman to vote for this Resolution, simply fill in the “Against” or “Abstain” box for this Resolution.** The Chairman is bound by that direction.

**Shareholders should read the proxy form carefully and give a direction to their proxy on how to vote on this resolution.**

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# Annexure

## Terms of Managing Director's Options Under Resolution 1

### 1. Nil Consideration Payable

No subscription or application monies will be payable for the issue of each option.

### 2. Entitlement

Each option (**Option**) entitles the holder (the **Option Holder**) to subscribe in cash for one (1) fully-paid ordinary share (**Share**) in the capital of Strike Resources Limited ACN 088 488 724 (**Company**) at an exercise price of \$0.30 (**Exercise Price**).

The Options will not be quoted on ASX.

### 3. Option Period

Each Option will expire 5 years after the date of grant (**Option Expiry Date**). Subject to Clauses 4, 5 and 9 hereof, each Option may be exercised by the Option Holder at any time prior to or on the Option Expiry Date and any Option not so exercised shall automatically expire at the end of the Option Expiry Date.

### 4. Vesting

100% of the Options will vest, and thereafter be capable of being exercised (except where otherwise provided in this document) on the date on which they are issued.

### 5. Lapsing of Options Before the Expiry Date

Options will lapse before the Option Expiry Date upon the date:

- 5.1 on which the Original Option Holder gives notice of resignation from either of the positions of Managing Director of the Company or Chief Executive Officer of Apurimac Ferrum S.A. (the **Positions**) except: a) as part of an agreed restructure of the Positions; or b) where he resigns from such of the Positions as he then holds on the grounds of Disability;
- 5.2 the date on which the Company gives the Original Option Holder notice of termination of his employment from such of the Positions as he then holds for misconduct or unsatisfactory performance;
- 5.3 the date 12 (twelve) months after the date on which the Original Option Holder gives notice of resignation from such of the Positions as he then holds, on the grounds that he has a Disability; or
- 5.4 the date 12 (twelve) months after the date on which the Company gives the Original Option Holder a notice of termination of all of the Positions as he then holds for any reason not covered by clause 5.2, except that the Options will not lapse where the Original Option Holder is dismissed from such of the Positions as he then holds:
  - 5.4.1 on the grounds that the Positions have been made redundant; or
  - 5.4.2 within 6 (six) months after a Change of Control,

unless the Board determines, in its unfettered discretion, that the Options or any of them will not lapse or that their lapse will be delayed for any period or until the occurrence of any condition.

Nothing in this clause means that any Option can be exercised after the Option Expiry Date.

- 5.5 A **Change in Control** (occurs where a person (or two or more persons acting in concert) who previously held less than 40% (forty per cent) of the voting shares in the Company increases their holding to at least 40% (forty per cent) of the voting shares in the Company.
- 5.6 **Disability** means the Board being satisfied, acting reasonably, that the Original Option Holder is unable to perform such of the Positions as he then holds on medical grounds, either permanently or for such period as would make it unreasonable for him to continue in the Positions.
- 5.7 **Original Option Holder** means:
  - 5.7.1 the Option Holder (being the Managing Director of the Company at the date of issue) if the Option has not been transferred under clause 8; or
  - 5.7.2 the original Option Holder (being the Managing Director of the Company at the date of issue) if the Option has been transferred under clause 8.

### 6. Ranking of Share Issued on Exercise of Option

Each Share issued as a result of the exercise of an Option will, subject to the Company's Constitution, rank in all respects equally with all of the existing Shares in the capital of the Company on issue at the date of issue of the Share issued pursuant to the exercise of the Option.

### 7. Notification to Option Holders

The Option Holder will be entitled to receive - and will be sent - all reports, accounts and notices required to be given to the members of the Company but will not be entitled to attend or vote at any meeting of the members of the Company unless they are, in addition to being an Option Holder, also a shareholder of the Company.

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## 8. Dealings in Options

- 8.1 Save as provided in clause 8.2, the Option Holder may not sell, transfer, assign, mortgage or otherwise encumber an Option, unless agreed in writing by the Board in its unfettered discretion and subject to any applicable law and the ASX Listing Rules.
- 8.2 The Option Holder may at any time transfer all or any of their Vested Options (that is, Options which are able to be exercised under Clause 4) to their spouse, to a company in which the Option Holder or their spouse is a shareholder, to a trustee of a trust in which the Option Holder or their spouse has a beneficial interest to be held on that trust or to the trustee of any superannuation fund of which the Option Holder or their spouse is a member to be held in that member's account, subject to any applicable law and the ASX Listing Rules. After any transfer of an Option permitted by this clause 8.2 a reference to the Option Holder is a reference to the transferee.

## 9. Method of Exercise of an Option

- 9.1 A certificate or holding statement will be issued by the Company with respect to Options held by the Option Holder. Attached to or endorsed on the reverse side of each certificate or holding statement will be a notice that the Option Holder must complete when exercising the Options the subject of the certificate or holding statement (**Notice of Exercise of Options**). Vested Options may be exercised by the Option Holder completing the Notice of Exercise of Options and forwarding the same to the Secretary of the Company. The Notice of Exercise of Options must state the number of Vested Options exercised and the consequent number of ordinary Shares in the capital of the Company to be issued. The number of Vested Options exercised must be a multiple of 1,000 if only part of the Option Holder's total Vested Options are exercised. If the total number of Vested Options held by the Option Holder is less than 1,000, then all Vested Options held by the Option Holder must be exercised at the same time.
- 9.2 The Notice of Exercise of Options by the Option Holder must be accompanied by payment in full for the relevant number of Shares being subscribed for, being an amount equal to the Exercise Price per Share multiplied by the number of Options being exercised.
- 9.3 Subject to Clause 9.1 hereof, the exercise of less than all of the Option Holder's Vested Options will not prevent the Option Holder from exercising the whole or any part of the balance of the Option Holder's entitlement under the Option Holder's remaining Options (when vested).
- 9.4 On exercise of Vested Options, the Option Holder must surrender to the Company the Option Holder's option certificate or holding statement for the Options being exercised.
- 9.5 If the Option Holder exercises less than the total number of Vested Options then registered in the Option Holder's name:
- 9.5.1 the Option Holder must surrender the option certificate or holding statement with respect to the Option Holder's Options to the Company; and
- 9.5.2 the Company must cancel that option certificate or holding statement and issue to the Option Holder a new certificate or holding statement with respect to the balance of the Option Holder's unexercised Options.
- 9.6 Within 3 business days from the later of the date the Option Holder properly exercises Vested Options held by the Option Holder and the date on which the Company has received the exercise price of the Options in cleared funds, the Company shall issue to the Option Holder that number of Shares in the capital of the Company so subscribed for by the Option Holder.
- 9.7 The Company will (subject to any escrow restrictions imposed by ASX) within three (3) business days from the date of issue and allotment of Shares pursuant to the exercise of Vested Options, apply to ASX for, and use its best endeavours to obtain, official quotation of all such Shares on ASX, in accordance with the Corporations Act (Cth) 2001 and the Listing Rules of ASX.

## 10. Reconstruction

In the event of a reconstruction (including consolidation, sub-division, reduction or return) of the issued capital of the Company, the rights of the Option Holder will be treated in the manner set out in the Listing Rules of ASX applying to reconstructions at that time.

## 11. Participation in New Share Issues

There are no participating rights or entitlements inherent in the Options to participate in any new issues of capital which may be made or offered by the Company to its Shareholders from time to time prior to the Option Expiry Date unless and until the Options are exercised. The Company will ensure that during the exercise period of the Options, the record date for the purposes of determining entitlements to any new such issue, will be at least 9 Business Days after such new issues are announced in order to afford the Option Holder an opportunity to exercise any Vested Options then held by the Option Holder.

## 12. Change of Options Exercise Price or Number of Underlying Shares

- 12.1 If the Company makes a pro-rata issue (except a bonus issue) to the holders of ordinary Shares, the exercise price of each Option shall be adjusted in accordance with the provisions of the Listing Rules of ASX. No change will be made pursuant to the application of the above formula to the number of Shares to which the Option Holder is entitled.
- 12.2 If the Company makes a bonus issue of Shares or other securities convertible into ordinary Shares pro rata to holders of ordinary Shares the number of Shares issued on exercise of each Option will include the number of bonus Shares that would have been issued if the Option had been exercised by the Option Holder prior to the book closing date for bonus Shares. No change will be made in such circumstances to the exercise price of each Option.

## How to Vote

### Voting Rights

- At shareholders' meetings each shareholder who is entitled to vote may vote in person or by proxy or by power of attorney or, in the case of a member which is a corporation, also by a corporate representative.
- Every individual shareholder present and every individual present who is the properly-appointed Corporate Representative of a corporate shareholder has one vote on a show of hands.
- Every shareholder who is present in person, by proxy, by power of attorney or by corporate representative shall, on a poll, have one vote in respect of every fully-paid share held by him or her.

### Voting in Person

To vote in person, attend the General Meeting on the date and at the venue out above.

### Voting by Proxy

To vote by proxy, please complete and sign the Proxy Form enclosed with this Notice of General Meeting as soon as possible and:

- send the proxy by facsimile to Advanced Share Registry Services Limited on facsimile number +61 8 9389 8033;
- post or deliver the proxy to Advanced Share Registry Services Limited at Suite 2, 150 Stirling Highway, Nedlands, Western Australia 6009; or
- email the Proxy Form to [info@strikeresources.com.au](mailto:info@strikeresources.com.au)

so that it is received by the Company **not later than 11:00 am (Perth time) on Sunday, 16 June 2013**. If the proxy is signed by an attorney, the original or a certified copy of the power of attorney must also be received by the Company by the due time for receipt of proxies.

### Undirected Proxies

Where permitted, the Chairman of the Meeting in respect of each item of business intends to vote undirected proxies in favour of each Resolution.

### Bodies Corporate

A body corporate must give a power of attorney, appoint a proxy or appoint an individual as its corporate representative to exercise any of the powers the body corporate may exercise at Strike shareholder meetings. If the company has not sent in a proxy form or power of attorney by the cut-off time, a properly-executed original (or certified copy) of an appropriate "Appointment of Corporate Representative" must be produced for admission to the meeting. **Appointments of corporate representative lodged for earlier meetings are not valid for this meeting. A director of a body corporate may NOT attend and vote for that company without a Proxy Form or appointment of corporate representative being submitted in accordance with this Notice.**

### Voting by Attorney

Any Shareholder may appoint an attorney to vote on their behalf. For an appointment to be effective for the General Meeting, the power of attorney (or a certified copy of it) must be received by the Company at its registered office at least 48 hours before the General Meeting. **Powers of attorney lodged for earlier meetings are not valid for this meeting.**

### Voting Entitlement

In accordance with section 1074E(2)(g)(i) of the Corporations Act and regulation 7.11.37 of the Corporations Regulations, the Company has determined that for the purposes of the General Meeting all Shares in the Company will be taken to be held by the persons who held them as registered shareholders at 5:00 pm Perth time on Sunday, 16 June 2013 (**Voting Entitlement Time**). Subject to the voting exclusions noted (if any), all holders of Shares in the Company as at the Voting Entitlement Time will be entitled to vote at the General Meeting.

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