
KOGI IRON LIMITED

ACN 001 894 033

NOTICE OF GENERAL MEETING

TIME: 11.00am (WST)

DATE: 16 March 2015

PLACE: The Celtic Club, 48 Ord Street West Perth WA 6005

This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on (+61 8) 9200 3456

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IMPORTANT INFORMATION

TIME AND PLACE OF MEETING

Notice is given that the general meeting of the Shareholders to which this Notice of Meeting relates will be held at 11.00 am (WST) 16 March 2015 at:

The Celtic Club, 48 Ord Street West Perth WA 6005

YOUR VOTE IS IMPORTANT

The business of the General Meeting affects your shareholding and your vote is important.

VOTING ELIGIBILITY

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 11am on 14 March 2015.

VOTING IN PERSON

To vote in person, attend the General Meeting at the time, date and place set out above.

VOTING BY PROXY

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.

In accordance with section 249L of the Corporations Act, members are advised that:

- each member has a right to appoint a proxy;
- the proxy need not be a member of the Company; and
- a member who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Shareholders and their proxies should be aware that changes to the Corporations Act made in 2011 mean that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

Further details on these changes is set out below.

Proxy vote if appointment specifies way to vote

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, **if it does**:

- the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed); and
- if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands; and
- if the proxy is the chair of the meeting at which the resolution is voted on – the proxy must vote on a poll, and must vote that way (i.e. as directed); and
- if the proxy is not the chair – the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (i.e. as directed).

Transfer of non-chair proxy to chair in certain circumstances

Section 250BC of the Corporations Act provides that, if:

- an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members; and
- the appointed proxy is not the chair of the meeting; and
- at the meeting, a poll is duly demanded on the resolution; and
- either of the following applies:
 - the proxy is not recorded as attending the meeting;
 - the proxy does not vote on the resolution,

the chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

BUSINESS OF THE MEETING

AGENDA

ORDINARY BUSINESS

1. RESOLUTION 1 – SELECTIVE SHARE BUY-BACK

To consider, and if thought fit, to pass, with or without amendment, the following resolution as a **special resolution**:

“That, for the purposes of Section 257D(1)(a) of the Corporations Act and for all other purposes, approval is given for the Company to conduct a selective buy-back from Kogi Iron EIPT Pty Ltd as trustee for the Kogi Iron Limited Employee Incentive Trust and cancellation of up to 46,900,000 Shares on the terms and conditions set out in the Explanatory Statement.”

Short Explanation: Under the Corporations Act, a company may make a selective buy-back by a special resolution passed at a general meeting. The Company has entered into an agreement with Kogi Iron EIPT Pty Ltd as trustee for the Kogi Iron Limited Employee Incentive Trust for the buy-back and cancellation of Shares held by Kogi Iron EIPT Pty Ltd as trustee for the Kogi Iron Limited Employee Incentive Trust. Please refer to the Explanatory Statement for details.

Voting Exclusion: The Company will disregard any votes cast on this Resolution by any person whose Shares are proposed to be bought back, or any of their associates.

DATED: 9 FEBRUARY 2015

BY ORDER OF THE BOARD



SHANE VOLK
COMPANY SECRETARY

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolution which is the subject of the business of the Meeting.

1. RESOLUTION 1 – SELECTIVE SHARE BUY-BACK

1.1 Background

Kogi Iron Limited (ACN 001 894 033) (**Kogi** or the **Company**) issued shares to certain directors in December 2012, to certain employees and consultants in March 2013, and to its then Managing Director in December 2013. Each issue of shares was in accordance with the Kogi Iron Limited Loan Share Plan (**Plan**). Contemporaneously with the issue of the shares, the Company entered into limited recourse loan agreements with each participant to enable them to acquire the shares under the Plan (**Loan Agreements**).

The shares were issued subject to certain vesting conditions. The Board of the Company has determined that the vesting conditions have not been met or cannot be met by the relevant vesting dates in respect of 46,900,000 of the shares issued and, in accordance with the forfeiture provisions set out in the Plan, required that the relevant participants forfeit their shares and transfer them to Kogi Iron EIPT Pty Ltd (**Trustee**) as trustee for the Kogi Iron Limited Employee Incentive Trust (**Trust**).

A total of 46,900,000 shares have been forfeited and acquired by the Trust (7,500,000 shares forfeited in August 2014 and 39,400,000 of the shares were forfeited in January 2015).

In consideration for the forfeiture and transfer of the shares to the Trust, the Trustee has agreed to pay the relevant participants, by way of promissory notes (**Notes**), \$0.04 per share (**Forfeiture Proceeds**). Under clause 8.2 of the Plan, the Forfeiture Proceeds received by the participant from the forfeiture of their shares must be:

- (a) first applied against the balance of any loan made to the participant by the Company in respect of the forfeited shares; and
- (b) then, if the remaining loan balance for the forfeited shares exceeds the Forfeiture Proceeds, the loan will be considered fully and finally satisfied.

In line with the above, and the Loan Agreements, each participant shall assign the Forfeiture Proceeds that they receive from the Trust to the Company, in full and final satisfaction of the loan amounts owned by the participants to the Company under the Loan Agreements.

For capital management purposes, the Directors of Kogi have now resolved to undertake a selective buy-back of all 46,900,000 Shares or 11.05 % in Kogi held by the Trust (**Selective Buy-Back**).

To effect the Buy-back, Kogi proposes to enter into an agreement with the Trust (**Buy-Back Shareholder**) before the General Meeting to effect the Selective Buy-Back (**Agreement**).

The consideration being provided for the Buy-back will be a nominal amount of \$100.00 (**Consideration**) which remains conditional upon shareholder approval of the proposed Selective Buy-Back. A copy of the proposed Agreement is annexed at Annexure A.

The net effect of the transaction above, including the Buy-back, is that the relevant shares are cancelled, the loans owed by the previous directors, employees and consultants are fully discharged via the assignment of the Forfeiture Proceeds and the percentage interest of all remaining shareholders will increase on a pro rata basis.

1.2 General

The Corporations Act provides that the rules relating to share buy-backs are designed to protect the interests of shareholders and creditors by:

- (a) addressing the risk of the transaction leading to the company's solvency;
- (b) seeking to ensure fairness between the shareholders of the company; and

- (c) requiring the company to disclose all material information.

Section 257A of the Corporations Act provides that a company may buy back its own shares if:

- (a) the buy-back does not materially prejudice the company's ability to pay its creditors; and
- (b) the company follows the procedures laid down in Division 2 of Part 2J.1 of the Corporations Act.

The procedures required differ for each type of buy-back. The buy-back proposed by the Company is classified as a selective buy-back.

Section 257D(1) of the Corporations Act requires the terms of a buy-back agreement to be approved before it is entered into by either:

- (a) a special resolution passed at a general meeting of the Company, with no votes being cast in favour of the resolution by any person whose shares are to be bought back or by their associates; or
- (b) a resolution agreed to, at a general meeting by all ordinary shareholders;

or the agreement must be conditional on such approval.

Resolution 1 seeks Shareholder approval for the Buy-back by special resolution.

Section 257H(3) provides that immediately after the registration of the transfer to a company of shares bought back, the shares are cancelled.

The Corporations Act and ASIC Regulatory Guide 110 describe the type of information to be disclosed in relation to share buy-backs.

Section 257D(2) of the Corporations Act requires that a company must include with the notice a statement setting out all information known to the company that is material to the decision on how to vote on the resolution. However, the company does not have to disclose information if it would be unreasonable to require the company to do so because the company had previously disclosed the information to shareholders.

ASIC Regulatory Guide 110 sets out what ASIC expects a company to provide when disclosing such information to shareholders with a notice of meeting. This information is set out below.

1.3 Details of the Buy-back

Pursuant to and in accordance with Section 257D(2) of the Corporations Act and ASIC Regulatory Guide 110, the following information is provided in relation to the Buy-back:

- (a) as at the date of this Notice, Kogi has 424,569,836 Shares on issue;
- (b) the number of Shares subject to the Buy-back is 46,900,000 or 11.05% of all issued shares in Kogi;
- (c) the consideration being provided will be a nominal consideration of \$100.00 (**Consideration**);
- (d) the Buy-back is conditional on the passing of Resolution 1 and the Buy-back Shareholder agreeing, by entering into the Agreement, to the buy-back of its Shares by Kogi;
- (e) the Board formed the view that the Buy-back was important to undertake as a capital management exercise, rather than retaining the relevant shares via the Trust and issue them to future directors or employees;
- (f) the financial effect on cash reserves of the Selective Buy-back on the Company will be minimal as the consideration being provided is in the form of \$100.00 cash;

- (g) the source of funds required to effect the Selective Buy-back will be obtained from the Company's cash reserves;
- (h) the Board believes the advantages and disadvantages of the Buy-back are as follows:
- (i) (Advantages):
- (A) the ownership of Shareholders not the subject of the Buy-back will increase as per the table below; and
- (B) the Company's cash reserves will not materially change.
- (ii) (Disadvantages):
- (A) the shares are not available to be issued to future directors or employees, however this is balanced by the fact that the Board is able to undertake future issues via the Kogi Iron Limited Loan Share Plan;
- (i) on completion of the Selective Buy-back, there will be no change to the control of the Company and the percentage of the Company owned by each shareholder will increase as illustrated in the table below:

Shares owned before Buy Back	Shares owned after Buy Back	% of Company shares before Buy Back	% of Company shares after Buy Back
10,000,000	10,000,000	2.36%	2.65%
5,000,000	5,000,000	1.18%	1.32%
1,000,000	1,000,000	0.23%	0.26%
500,000	500,000	0.12%	0.13%
50,000	50,000	0.01%	0.01%

- (j) the Buy-back Shareholder is:

<u>Buy-back Shareholder</u>	<u>Shares</u>
Kogi Iron EIPT Pty Ltd as trustee for the Kogi Iron Limited Employee Incentive Trust	46,900,000
TOTAL	46,900,000

- (k) The highest, lowest and last market sale prices of the Shares on ASX during the three months immediately preceding the date of this Notice and the respective dates of those sales were:

Highest	\$0.040	30 December 2014
Lowest	\$0.023	2 December 2014
Last	\$0.030	6 February 2015

1.4 Directors' recommendation

The Directors believe that the Buy-back will not materially prejudice the Company's ability to pay its creditors because following completion of the Buy-back the Company will have sufficient cash reserves to meet its financial commitments.

Accordingly, the Directors recommend that Shareholders vote in favour of the Resolution as they consider the proposed Buy-back to be fair and reasonable and in the best interests of Shareholders after assessment of the advantages and disadvantages referred to in Section 1.3(h).

1.5 No other material information

The Board is not aware of any other information that is material to the decision how to vote on Resolution 1.

GLOSSARY

\$ means Australian dollars.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited.

Board means the current board of directors of the Company.

Buy-back Shareholder means Kogi Iron EIPT Pty Ltd as trustee for the Kogi Iron Limited Employee Incentive Trust.

Company means Kogi Iron Limited (ACN 001 894 033).

Corporations Act means the Corporations Act 2001 (Cth).

Directors means the current directors of the Company.

Explanatory Statement means the explanatory statement accompanying the Notice.

General Meeting or **Meeting** means the meeting convened by the Notice.

Notice or **Notice of Meeting** or **Notice of General Meeting** means this notice of general meeting including the Explanatory Statement and the Proxy Form.

Proxy Form means the proxy form accompanying the Notice.

Resolutions means the resolutions set out in the Notice of Meeting, or any one of them, as the context requires.

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

Shareholder means a holder of a Share.

WST means Western Standard Time as observed in Perth, Western Australia.

ANNEXURE A – SELECTIVE BUY-BACK AGREEMENT

**KOGI IRON LIMITED
ACN 001 894 033
(Kogi Iron)**

AND

**KOGI IRON EIPT PTY LTD AS TRUSTEE FOR THE KOGI IRON LIMITED EMPLOYEE
INCENTIVE TRUST
(ACN 601 147 540)
(Trust)**

SHARE BUY BACK AGREEMENT

Annexure A

THIS AGREEMENT is made

day of

2015

BETWEEN

KOGI IRON LIMITED (ACN 001 894 033) of Unit 23, 4 Ventnor Ave, West Perth, Western Australia (Kogi Iron);

AND

KOGI IRON EIPT PTY LTD AS TRUSTEE FOR THE KOGI IRON LIMITED EMPLOYEE INCENTIVE TRUST (ACN 601 147 540) of Unit 23, 4 Ventnor Ave, West Perth, Western Australia (Trust).

RECITALS

A. THE PARTIES ENTER INTO THIS DEED TO RECORD THEIR AGREEMENT TO THE BUY-BACK OF THE SHARES CURRENTLY ISSUED TO THE TRUST.

IT IS AGREED as follows:

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

Agreement means the agreement constituted by this document and includes the recitals.

Agreement Date means the date on which this Agreement is executed by all Parties.

Business Day means a day on which banks are open for general banking business in Western Australia.

Buy-Back means the offer by Kogi Iron to the Trust to buy the Shares from the Trust for an amount of \$100 and the agreement by the Trust to sell their Shares to Kogi Iron on the terms and conditions outlined in this Agreement.

Completion means the transfer of the Shares to Kogi Iron on the Transfer Date.

Shares means 46,900,000 shares in Kogi Iron.

Encumbrance means any interest or power of a third party:

- (a) reserved in or over any interest in any of the Shares; or
- (b) created or otherwise arising in or over any interest in any of the Shares; and
- (c) includes a power or interest under a mortgage, charge, bill of sale, lien, option, pledge, charging order, stop order, holding lock, pre-emptive right, equity interest, negative pledge, consent requirement or other security interest.

Party means a party to this Agreement and **Parties** has a corresponding meaning.

Transfer Date means the date on which shareholders of Kogi Iron approve in general meeting the selective buy-back of the Shares or such later date as may be agreed in writing between the Parties.

2.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect its interpretation;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (j) a reference to \$ or **dollar** is to Australian currency.

3. SALE AND BUY-BACK OF THE SHARES

3.1 Condition Precedent to Buy-Back

The Buy-Back is conditional upon and shall not come into effect unless and until shareholder approval for the Buy-Back is obtained from the shareholders of Kogi Iron at a general meeting of Kogi Iron shareholders convened in accordance with the Corporations Act to consider the Buy-Back.

3.2 Date of Sale

Subject to the satisfaction of the condition in clause 3.1 and in consideration for mutual promises contained in this Agreement, Completion of the Buy-Back shall occur on the Transfer Date.

3.3 Associated rights

The Shares must be transferred with all rights attaching to them at the Agreement Date and as at the Transfer Date.

3.4 Third party rights

The Shares must be transferred free of Encumbrances.

4. THE TRUST'S OBLIGATIONS

4.1 Voting

The Trust must not cast any votes in favour of the resolution required to be put to shareholders of Kogi Iron for approval of the buy-back under Clause 5.1.

4.2 Completion

At Completion, the Trust must deliver to Kogi Iron completed transfers for the Shares which has been duly executed by the Trust in registrable form.

5. KOGI IRON'S OBLIGATIONS

5.1 Convene General Meeting

Kogi Iron must within 14 days of this Agreement convene a general meeting of its shareholders pursuant to the Corporations Act to consider a resolution to undertake the Buy-Back:

5.2 Registration of buy-back

Following Completion, Kogi Iron will arrange for the transfers delivered under Clause 4.2 to be registered in the register of members of Kogi Iron.

5.3 Cancellation

Kogi Iron will notify the Trust immediately following registration of the transfer to Kogi Iron of the Shares, at which time the Shares will be cancelled.

6. WARRANTIES

6.1 The Trust warranties

The Trust represents and warrants as at the Agreement Date and as at the Transfer Date that, subject to satisfaction of the condition under clause 3.1:

- (a) the Trust are the legal and beneficial owners of the Shares free of all Encumbrances; and
- (b) the Trust is able to transfer valid legal and beneficial title to the Shares to Kogi Iron, without the consent of any other person and free of any Encumbrance, on and subject to the terms of this Agreement.

6.2 Kogi Iron warranties

Kogi Iron represents and warrants as at the Agreement Date and as at the Transfer Date that Kogi Iron is authorised by its constitution and has the requisite corporate capacity to enter into and perform this Agreement.

7. NOTICES

7.1 Definition of Notice

In this clause, Notice includes any notice, demand, consent or authority given or made to any Party under this Agreement.

7.2 Manner of giving notice

A Notice required or authorised to be given under this Agreement must be in writing and may be given or served by facsimile, prepaid post or hand to the Party at the facsimile number or address as a Party may have notified in writing to the other Party.

7.3 Time at which notice is served

A Notice is deemed to have been given or served on the Party to whom it was sent:

- (a) in the case of hand delivery, upon delivery during normal business hours on a Business Day;
- (b) in the case of prepaid post, 2 Business Days after the date of dispatch; and
- (c) in the case of facsimile transmission, at the time of dispatch of, following transmission, the sender receives a transmission confirmation report or, if the sender's facsimile machine is not equipped to issue.

7.4 Execution of Notice

A Notice given or served under this Agreement is sufficient if it is signed by a director or secretary of the Party or any other person authorised by the Party for the purpose.

7.5 Other service as permitted by law

The provisions of this clause are in addition to any other form of service permitted by law.

8. GENERAL

8.1 Further Assurances

Each Party must do all things and execute all further documents necessary to give full effect to the intentions evidenced by this Agreement.

8.2 Governing Law

This Agreement is governed by the law of Western Australia, and the Parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

8.3 Non merger

Neither the warranties contained in Clause 7, nor any other provision of this Agreement, will merge upon Completion.

8.4 Costs and duty

- (a) Each Party must pay its own costs and expenses incurred in the negotiation, preparation and execution of this Agreement;
- (b) Kogi Iron must attend to the lodgement of this Agreement, or any other document required to give effect to this Agreement, for assessment of duty in accordance with the Stamp Act 1921 (WA); and
- (c) Each Party must pay in equal shares all duty assessed on this Agreement, or any other document or transaction required to give effect to this Agreement.

8.5 Counterparts

This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

8.6 Compliance with Corporations Act

Notwithstanding anything contained in this Agreement no Party is under any obligation to do any act or thing under this Agreement to the extent that the doing of such act or thing contravenes the Corporations Act.

8.7 Severance

If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

8.8 Time

Time shall be of the essence in this Agreement in all respects.

Annexure A

EXECUTED by the Parties as an Agreement.

EXECUTED by KOGI IRON LIMITED)
ACN 001 894 033)
in accordance with section 127 of the)
Corporations Act 2001 (Cth);)

Signature of director

Signature of director/company secretary*

Name of director

Name of director/company secretary*

*please delete as applicable

EXECUTED by KOGI IRON EIPT PTY LTD AS)
TRUSTEE FOR THE KOGI IRON LIMITED)
EMPLOYEE INCENTIVE TRUST)
ACN 601 147 540)
in accordance with section 127 of the)
Corporations Act 2001 (Cth);)

Signature of director

Signature of director/company secretary*

Name of director

Name of director/company secretary*

*please delete as applicable

APPOINTMENT OF PROXY FORM

KOGI IRON LIMITED
ACN 001 894 033

GENERAL MEETING

I/We

of:

being a Shareholder entitled to attend and vote at the Meeting, hereby appoint:

Name:

OR: the Chair of the Meeting as my/our proxy.

or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit, at the Meeting to be held at The Celtic Club, 48 Ord Street West Perth WA 6005 at 11.00am WST on 16 March 2015, and at any adjournment thereof.

The Chair intends to vote undirected proxies in favour of the Resolution in which the Chair is entitled to vote.

Voting on business of the Meeting

Resolution 1 Selective Share Buy-Back

FOR

AGAINST

ABSTAIN

Please note: If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

If two proxies are being appointed, the proportion of voting rights this proxy represents is: _____ %

Signature of Shareholder(s):

Individual or Shareholder 1

Sole Director/Company Secretary

Shareholder 2

Director

Shareholder 3

Director/Company Secretary

Date: _____

Contact name: _____ Contact ph (daytime): _____

E-mail address: _____ Consent for contact by e-mail: YES NO

Instructions for Completing 'Appointment of Proxy' Form

1. **(Appointing a proxy):** A Shareholder entitled to attend and cast a vote at the Meeting is entitled to appoint a proxy to attend and vote on their behalf at the Meeting. If a Shareholder is entitled to cast 2 or more votes at the Meeting, the Shareholder may appoint a second proxy to attend and vote on their behalf at the Meeting. However, where both proxies attend the Meeting, voting may only be exercised on a poll. The appointment of a second proxy must be done on a separate copy of the Proxy Form. A Shareholder who appoints 2 proxies may specify the proportion or number of votes each proxy is appointed to exercise. If a Shareholder appoints 2 proxies and the appointments do not specify the proportion or number of the Shareholder's votes each proxy is appointed to exercise, each proxy may exercise one-half of the votes. Any fractions of votes resulting from the application of these principles will be disregarded. A duly appointed proxy need not be a Shareholder.
2. **(Direction to vote):** A Shareholder may direct a proxy how to vote by marking one of the boxes opposite each item of business. The direction may specify the proportion or number of votes that the proxy may exercise by writing the percentage or number of Shares next to the box marked for the relevant item of business. Where a box is not marked the proxy may vote as they choose subject to the relevant laws. Where more than one box is marked on an item the vote will be invalid on that item.
3. **(Signing instructions):**
 - **(Individual):** Where the holding is in one name, the Shareholder must sign.
 - **(Joint holding):** Where the holding is in more than one name, all of the Shareholders should sign.
 - **(Power of attorney):** If you have not already provided the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Form when you return it.
 - **(Companies):** Where the company has a sole director who is also the sole company secretary, that person must sign. Where the company (pursuant to Section 204A of the Corporations Act) does not have a company secretary, a sole director can also sign alone. Otherwise, a director jointly with either another director or a company secretary must sign. Please sign in the appropriate place to indicate the office held. In addition, if a representative of a company is appointed pursuant to Section 250D of the Corporations Act to attend the Meeting, the documentation evidencing such appointment should be produced prior to admission to the Meeting. A form of a certificate evidencing the appointment may be obtained from the Company.
4. **(Attending the Meeting):** Completion of a Proxy Form will not prevent individual Shareholders from attending the Meeting in person if they wish. Where a Shareholder completes and lodges a valid Proxy Form and attends the Meeting in person, then the proxy's authority to speak and vote for that Shareholder is suspended while the Shareholder is present at the Meeting.
5. **(Return of Proxy Form):** To vote by proxy, please complete and sign the enclosed Proxy Form and return by:
 - (a) post to Kogi Iron Limited, P.O. Box 1934, West Perth WA 6872; or
 - (b) email to the Company at shane.volk@kogiiron.com; or
 - (c) facsimile to the Company on facsimile number +61 8 9200 3455.

so that it is received not less than 48 hours prior to commencement of the Meeting.

Proxy Forms received later than this time will be invalid.