



Australian Securities Exchange Announcement

For Immediate Release

28 November 2017

Despatch of Offer Booklet and Entitlement & Acceptance Form

As announced on 20 November 2017, Tychean Resources Limited (ASX:TYK 'Company') is seeking to raise approximately \$385,000 (before costs) by undertaking a pro-rata non-renounceable entitlement issue of 1 new share for every 2 shares held by eligible shareholders at an issue price of \$0.002 (0.2 of a cent) per share.

The Company advises that the Offer Booklet and personalised Entitlement & Acceptance Form have been posted to eligible shareholders today.

Yours faithfully

A handwritten signature in black ink, appearing to read "Kaitlin Smith", written over a horizontal line.

Kaitlin Smith
Company Secretary



TYCHEAN RESOURCES LIMITED

ACN 119 031 864

ENTITLEMENT OFFER BOOKLET

For a pro rata non-renounceable Entitlement Offer of approximately 192,385,461 New Shares at an issue price of \$0.002 (0.2 of a cent) each on the basis of 1 New Share for every 2 ordinary shares held to raise approximately \$385,000 (before issue costs).

The Entitlement Offer is fully underwritten by Adelaide Equity Partners Limited. Refer to section 4.4 for details of the terms of the Underwriting Agreement.

This document is not a prospectus. It does not contain all of the information that an investor would find in a prospectus or which may be required in order to make an informed investment decision regarding, or about the rights attaching to, the New Shares offered by this document.

This document is important and requires your immediate attention. It should be read in its entirety. If you are in doubt as to the course you should follow, you should consult your financial or other professional adviser.

Please read the instructions on the accompanying Entitlement and Acceptance Form if you wish to subscribe for the New Shares.

CORPORATE DIRECTORY

Directors

Robert Kennedy (Chairman)

Ewan Vickery (Non-executive Director)

Kevin Wills (Non-executive Director)

Share Registry

Computershare Investor Services Pty Limited

Level 5, 115 Grenfell Street

Adelaide, South Australia, 5000

Company Secretary

Ms Kaitlin Smith

Stock Exchange Listing

Australian Securities Exchange

ASX Code: TYK

Registered Office

Level 3

100 Pirie Street

Adelaide, South Australia, 5000

Telephone – (08) 7324 3195

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Underwriter

Adelaide Equity Partners Limited

Level 3, 100 Pirie Street

Adelaide, South Australia, 5000

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IMPORTANT NOTICES

This Offer Booklet is dated 20 November 2017. This Offer Booklet is not a prospectus and has not been lodged with ASIC. This Offer Booklet does not contain all the information that an investor would find in a prospectus or on which an investor would expect to make an informed decision as to whether or not to accept the Offer.

This Offer is being made without a disclosure document in accordance with section 708AA of the Corporations Act.

This is an important document. Before deciding to apply for New Shares you should consider whether they are a suitable investment for you. Persons wishing to subscribe for New Shares should carefully read this Offer Booklet and consult their professional advisers for the purpose of evaluating whether or not to participate in the Entitlement Offer.

Representations

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

Applications for New Shares by Eligible Shareholders can only be made on an original Entitlement and Acceptance Form, sent to Eligible Shareholders with this Offer Booklet.

Overseas Shareholders

No action has been taken to permit the offer of New Shares under this Offer Booklet in any jurisdiction other than Australia and New Zealand. The distribution of this Offer Booklet in any jurisdiction other than Australia or New Zealand may be restricted by law and therefore persons into whose possession this document comes should seek advice on and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of applicable securities laws.

This Offer Booklet does not constitute an offer of New Shares in any jurisdiction where, or to any person to whom, it would be unlawful to issue this Offer Booklet or make such an offer.

NOT FOR RELEASE OR DISTRIBUTION IN THE UNITED STATES

Forward looking statements

This Offer Booklet may contain forward looking statements, based on information and assumptions the Company knows now. They are subject to risks and uncertainties, many of which are outside the Company's control. Actual results may differ from the forward looking statements in this Offer Booklet. For example, the Company's results will be affected by the risks referred to in section 3.

Information publicly available

Information about the Company can be obtained from the Company's website and www.asx.com.au. The contents of any public filing do not form part of this Offer Booklet; however, this Offer Booklet is intended to be read in conjunction with information lodged by the Company with ASX.

Glossary

Terms used in this Offer Booklet are defined in the glossaries contained in sections 5 and 6.

CHAIRMAN'S LETTER

Dear Fellow Shareholders,

On behalf of the Directors of Tychean Resources Limited (Tychean or the Company), I am pleased to invite you to participate in the Company's fully underwritten Entitlement Offer, as announced on 20 November, 2017 and outlined in this Offer Booklet.

Eligible security holders are able to apply for 1 New Share for every 2 existing Shares held in Tychean, at an Offer Price of \$0.002, to raise approximately \$384,771 before costs. The Entitlement Offer price reflects an approximate 54% discount to the 30-day volume weighted average price (VWAP) of the Company's shares for the period ending 15 November 2017.

I recommend your participation in the Entitlement Issue, which will enable the Company to effectively refocus its corporate strategy. Tychean intends to use the funds raised to ensure the Company is sufficiently equipped to pursue thorough due diligence on value-accretive mineral-based acquisition opportunities within Australia, conduct a strategic review of our current tenement positions and fulfill ongoing working capital requirements such as corporate overheads and administrative costs.

The nature of this Entitlement Offer favours existing shareholders in recognition of their continuing support, providing an opportunity to increase their investment in the Company at an attractive price and maintain their level of ownership in Tychean, following the Company's recent Placement to sophisticated investors.

Upon successful completion of this underwritten rights issue we propose making changes to your Company's board and management team to place it in a better position to take advantage of opportunities as they arise without deviating from our core business in minerals exploration. The changes include the appointment of Mr Ian Gordon, Mr Duncan Gordon (the Messrs Gordon are not personally related) and Mr Paul Payne to the Board of directors. Existing Board members will resign in conjunction with these appointments. Details of the qualifications and experience of the proposed incoming directors are set out section 1.1 of this Offer Booklet.

The recent Placement announced on 31 October 2017 raised A\$100,000 through the issue of 50 million shares at A\$0.002 per share to sophisticated investors, pursuant to Section 708 of the Corporations Act. These same investors, including Mr Ian Gordon and entities associated with Mr Duncan Gordon (and an entity associated with Mr Payne who did not participate in the Placement) are underwriting and/or sub-underwriting your rights issue.

As an endorsement of our commitment to the Company, the Directors (either directly or through entities controlled by them) have sub-underwritten \$34,143 of the Offer.

I urge you to read the enclosed Offer Document in addition to all other publically available information on Tychean, in order to obtain a complete understanding of the offering being made.

As an eligible holder of shares you may participate in the Offer by completing the personalised Application Form accompanying this Offer Booklet.

The closing date for application of shares is 5:00pm (Adelaide time) on 11 December 2017.

On behalf of the Board I would like to thank you for your ongoing loyalty as we look ahead to delivering future success to all stakeholders in our quest to secure a flagship growth project.

Yours faithfully



Robert Kennedy
Chairman

SUMMARY OF IMPORTANT DATES

ASX announcement of Entitlement Offer and lodgement of Appendix 3B, Cleansing Notice and Offer Booklet with ASX	Monday, 20 November 2017
Despatch of notices to shareholders informing them of the Offer	Tuesday, 21 November 2017
Securities quoted on an ex-basis	Wednesday, 22 November 2017
Record Date to determine entitlements to New Shares	Thursday, 23 November 2017
Despatch of Offer Booklet and Entitlement and Acceptance Forms	Tuesday, 28 November 2017
Offer Opens	Tuesday, 28 November 2017
Offer Closes	Monday, 11 December 2017
New Shares quoted on a deferred settlement basis	Tuesday, 12 December 2017
Company notifies shortfall to ASX	Thursday, 14 December 2017
Issue date for New Shares	Monday, 18 December 2017
Deferred settlement trading ends	
Normal (T+2) trading starts	Tuesday, 19 December 2017

NOTE

These dates are indicative only. The Company reserves the right to vary the above dates subject to the Corporations Act, ASX Listing Rules and other applicable laws.

1. INVESTMENT OVERVIEW AND KEY TERMS OF THE ENTITLEMENT OFFER

1.1 Investment Overview

Tychean, ASX listed since 2006, is involved in hard rock minerals exploration focussed within Australia. Over the years it has conducted significant drilling programs including exploration for commodities such as gold, lithium and uranium across a variety of geographical and geological settings.

Tychean's current exploration portfolio is centred around gold exploration in the Northern Territory and it intends to significantly enhance this portfolio over the 2017/18 year on the strength of its current capital and the recruitment of additional in-house expertise in generating fresh leads in the area.

On 8 November 2017 the Company completed a placement of 50,000,000 shares at \$0.002 per share to Sophisticated and Professional Investors to raise \$100,000 (before expenses) (**Placement**). In addition to their sub-underwriting, the Sub-Underwriters (other than Mr Payne, who is not a Shareholder) will be entitled to participate in the Rights Issue. Refer to section 1.5 for details of the sub-underwriting arrangements and sections 1.4 and 4.4 for details of the Underwriting and Underwriting Agreement.

Subject to successful completion of the Entitlement Offer it is proposed that there will be changes to the Company's Board and management team to place the Company in a better position to take advantage of opportunities as they arise, without deviating from the core business of minerals exploration. The changes are proposed to include the appointment of Mr Ian Gordon, Mr Duncan Gordon (the Messrs Gordon are not personally related) and Mr Paul Payne to the Board of directors. Following those appointments the existing Board members will resign. Biographies of the incoming directors follow:

Ian Gordon (B.Comm)

Mr Ian Gordon is a mining executive with extensive experience in transaction generation, project acquisition, mine development and the management of public companies. Mr Gordon was formally an Executive Director and Managing Director of Ramelius Resources Limited for seven years and Managing Director of Flinders Mines Limited for two years and is currently the Managing Director of Monax Mining Limited. He holds a Bachelor of Commerce degree from Curtin University (WA) and is a member of the Australian Institute of Company Directors.

Interests in shares

10,000,000

Duncan Gordon (B.Eng)

Mr Duncan Gordon is a founder and co-principal of Adelaide Equity Partners Ltd and has extensive experience working within the mining and natural resources sector. A qualified mining engineer with accompanying financial background, he has taken principal roles in assisting ASX-listed companies in an advisory capacity, including the identification of major corporate acquisition and divestment opportunities, Initial Public Offerings and raising debt and equity capital both within and outside Australia.

Interests in shares

10,907,701

Paul Payne (B.AppSc Grad Dip Min Ec, FAusIMM)

Mr Paul Payne is Principal of PayneGeo, and holds in excess of 30 years' experience in mining including 10 years independent consulting across a range of commodities and jurisdictions. Mr Payne has extensive technical experience in the evaluation of mineral deposits from early stage exploration to definitive feasibility studies. Recent exploration experience includes implementation and management of gold exploration for Dacian Gold Limited in WA and Rift Valley Resources in Tanzania. Mr Payne has held corporate roles including Technical Director and Managing Director of ASX listed companies including founding Managing Director of Dacian Gold Limited, instrumental in the Company's successful IPO and making the major initial gold discovery at its Mount Morgans project.

Interests in shares

Nil

1.2 The Offer

The Company is making a pro rata non-renounceable Entitlement Offer of approximately 192,385,461 New Shares to Eligible Shareholders at an issue price of \$0.002 (0.2 of a cent) per New Share on the basis of 1 New Share for every 2 Shares held at the Record Date.

Where the determination of the right to any Eligible Shareholder results in a fraction of a New Share, such a fraction will be rounded up to the nearest whole New Share.

The Company is seeking to raise up to \$384,771 (before issue costs). Based on current information and budgets, the Company intends to apply the money raised from the Offer under this Offer Booklet as outlined in the table below.

Use of proceeds assuming full amount is raised	Amount
Costs of the Offer	\$51,000
Review of current portfolio and assets: Tanami Joint Venture – strategic review and forward plan with Ramelius Resources Limited.	\$45,000

Use of proceeds assuming full amount is raised	Amount
Due diligence on new targeted acquisition opportunities across the mineral exploration and development space within Australia.	\$150,000
Working Capital (12 months costs) including:	
• Corporate Costs	\$30,000
• Administrative Fees	\$95,000
• Communications	\$12,000
Office Consumables	\$2,000
Total	\$385,000

The above table is a statement of current intentions as at the date of this Offer Booklet. As with any budget, intervening events and new circumstances have the potential to affect the manner in which the proceeds are ultimately applied. The Directors reserve the right to alter the way proceeds are applied on that basis.

1.3 Effect of the Offer on the Capital Structure of the Company

On the basis of the Company's capital structure as at 20 November 2017, the capital structure of the Company following completion of the Offer (assuming 192,385,461 New Shares are issued under the Offer) will be as follows:

Shares	Number
Shares on issue at 20 November 2017	384,770,921
New Shares issued under the Offer	192,385,461
Total Shares on issue at completion of the Offer	577,156,382

On the basis of the Company's cash balance as at 14 November 2017 (immediately following settlement of the Placement), the pro-forma cash balance of the Company following completion of the Offer (assuming the Offer is fully subscribed) will be as follows:

	Cash A\$
Cash at 14 November 2017 (immediately following settlement of the Placement)	156,667
Proceeds of Entitlement Offer (net of costs of the Offer)	335,000
Cash following Entitlement Offer	491,667

1.4 Underwriting

The Offer is fully underwritten by the Underwriter. Refer to section 4.4 of the Offer Booklet for details of the terms of the Underwriting Agreement.

As at the date of this Offer Booklet the Underwriter holds 10,907,701 Shares through an associated entity, South Australian Resource Investments Pty Ltd (**SARI**).

The effect of the underwriting on voting power in the Company is explained in section 4.2.

1.5 Sub-underwriting

The Directors (either directly or through entities they control), have entered into sub-underwriting agreements with the Underwriter, as follows:

Chairman, Mr Robert Kennedy (and/or entities controlled by him) have sub-underwritten to a maximum of \$22,143 (5.80% of the Offer);

An entity associated with non-executive director Mr Ewan Vickery has sub-underwritten to a maximum of \$10,000 (2.60% of the Offer); and

Non-executive director Dr Kevin Wills has sub-underwritten to a maximum of \$2,000 (0.52% of the Offer),

(together the **Priority Sub-Underwriters**).

In addition, SARI, an entity associated with Mr Payne and four of the Company's Shareholders, not associated with the Underwriter or SARI or each other, have entered into a sub-underwriting agreement with the Underwriter, as follows:

1.5.1 three of the Company's shareholders not associated with the Directors, incoming directors, the Underwriter, SARI or each other have each sub-underwritten to a maximum of \$58,438 (15.19% of the Offer);

1.5.2 Mr Ian Gordon has sub-underwritten to a maximum of \$58,438 (15.19% of the Offer);

1.5.3 Payne Geological Services Pty Ltd < Payne Super Fund A/C > has sub-underwritten to a maximum of \$58,438 (15.19% of the Offer); and

1.5.4 SARI has sub-underwritten to a maximum of \$58,438 (15.19% of the Offer),

(together the **General Sub-Underwriters**).

The effect of the Offer together with the sub-underwriting on the voting power of the abovementioned Shareholders is explained in section 4.2.

The Underwriter has notified the Company that the obligations of Sub-Underwriters under the sub-underwriting arrangements will terminate only if the Underwriter's obligations under the Underwriting Agreement cease or are

terminated and the Underwriter subsequently advises the Sub-Underwriter that its obligations have terminated.

1.6 Entitlements and Acceptance

The right of Eligible Shareholders to participate in the Offer will be determined on the Record Date. The number of New Shares to which you are entitled is shown on the Entitlement and Acceptance Form accompanying this Offer Booklet. If you do not take up all or part of your Entitlement by the Closing Date your Entitlement will lapse.

The Entitlement Offer is non-renounceable meaning there will be no rights trading on the ASX and you may not dispose of your Entitlement to any other party.

Eligible Shareholders may take any of the following actions:

- (a) take up all of your Entitlement;
- (b) take up part of your Entitlement and allow the balance to lapse; or
- (c) not take up any of your Entitlement and allow it to lapse.

A completed and lodged Entitlement and Acceptance Form, together with payment for the number of New Shares accepted, cannot be withdrawn and constitutes a binding application for, and acceptance of, the number of New Shares specified in the Entitlement and Acceptance Form on the terms set out in this Offer Booklet. The Entitlement and Acceptance Form does not need to be signed to be binding.

Further details in respect to actions required by Eligible Shareholders are outlined in section 2.

1.7 Opening and Closing Dates

The Entitlement Offer will open for receipt of acceptances on 28 November 2017 and will close at 5:00 pm (Adelaide time) on 11 December 2017. The Directors reserve the right to close the Entitlement Offer early or to extend the Closing Date, subject to the ASX Listing Rules. Investors are urged to lodge their Entitlement and Acceptance Forms as soon as possible.

1.8 ASX Quotation

Application has been made for the New Shares offered under this Entitlement Offer to be granted Official Quotation by the ASX. The fact that ASX may grant Official Quotation to the New Shares is not to be taken in any way as an indication of the merits of the Company or the New Shares offered for subscription.

1.9 Register

The Company will not be issuing certificates to investors. Instead, monthly statements will be provided to holders if there have been any changes in their security holding in the Company during the preceding month.

1.10 Minimum Capital Raising

There is no minimum amount of capital to be raised under the Offer.

1.11 Shortfall in Subscription

There is no shortfall facility as part of the Offer. Neither Eligible Shareholders nor any other parties may apply for shortfall Shares. Any New Shares under the Entitlement Offer that are not taken up pursuant to the Offer by Eligible Shareholders will form the shortfall. The Underwriter, in consultation with the Company, shall determine who is to receive any shortfall in subscription for New Shares, subject to the sub-underwriting agreements, Listing Rules, Corporations Act and any other applicable law. The issue price for each New Share to be issued in respect of any shortfall in subscription for New Shares is \$0.002 (0.2 of a cent).

The Board is of the view that the involvement of eight Sub-Underwriters not associated with the Underwriter (or each other) is an appropriate dispersion strategy to manage the shortfall and mitigate potential control effects of the Offer. The effect of the underwriting on voting power in the Company is explained in section 4.2.

The following policy will be applied to the allocation of any shortfall in subscription of New Shares:

- (a) the shortfall will first be allocated to the Priority Sub-Underwriters up to a maximum of \$34,143. As among the Priority Sub-Underwriters, shortfall shares will be allocated on a priority basis to Mr Kennedy (and/or entities controlled by him) if the shortfall is less than \$34,143;
- (b) up to \$350,628 of the shortfall will be allocated to the General Sub-Underwriters, including SARI, an entity associated with the Underwriter. As among the General Sub-Underwriters, shortfall shares will be allocated on an equal basis from the \$350,628 pool;

1.12 Rights Attaching to Shares

The New Shares issued will rank equally with existing Shares on issue. The rights and liabilities attaching to the New Shares are set out in the constitution of the Company and in the Corporations Act.

1.13 Non-Resident Shareholders

This Offer is only being extended to Shareholders with registered addresses in Australia and New Zealand. All other Shareholders (**Non-Resident Shareholders**) will not be offered Entitlements under this Offer. The Company has determined, in accordance with the Corporations Act and the ASX Listing Rules, that it would be unreasonable to make the Offer to Non-Resident Shareholders having regard to:

- 1.13.1 the number of Shareholders in the places where the offer would be made;
- 1.13.2 the number and value of the rights that would be offered; and
- 1.13.3 the cost of complying with the legal requirements in those places.

No Entitlement and Acceptance Forms are being sent to Non-Resident Shareholders. This Offer Booklet or a summary of the details of the Offer may be sent to Non-Resident Shareholders for information purposes only.

Neither this Offer Booklet nor the Entitlement and Acceptance Form constitute an offer of, or an invitation by or on behalf of the Company to subscribe for or purchase any of the New Shares in any jurisdiction or to any person to whom it is unlawful to make such an offer or invitation. The distribution of this Offer Booklet and Entitlement and Acceptance Form, and the offering of New Shares, in certain jurisdictions may be restricted by law. Persons into whose possession such documents come should inform themselves about and comply with those restrictions.

1.14 Taxation

Taxation implications may vary depending upon the particular circumstances of individual Eligible Shareholders. Eligible Shareholders should consult their professional tax adviser in connection with subscribing for New Shares under this Offer Booklet.

1.15 Enquiries

Enquiries concerning the Entitlement and Acceptance Form or this Offer Booklet can be made by contacting the Company by telephone on (08) 7324 3195

2. HOW TO PARTICIPATE IN THE ENTITLEMENT OFFER

2.1 What you may do

The number of New Shares to which you are entitled is shown in the accompanying Entitlement and Acceptance Form. You may:

- 2.1.1 take up all of your Entitlement;
- 2.1.2 take up part of your Entitlement and allow the balance to lapse; or
- 2.1.3 not take up any of your Entitlement and allow it to lapse.

2.2 Payment methods

If you are paying for your New Shares by cheque, send your completed Entitlement and Acceptance Form together with your cheque or bank draft for the total amount payable to reach the Company's share registry by 5:00 pm (Adelaide time) on the Closing Date.

Your cheque must be paid in Australian currency and be drawn on an Australian branch of an Australian financial institution. Your payment must be for the full amount required to pay for the New Shares applied for. Payments in cash will not be accepted.

Cheques must be made payable to "Tychean Resources Limited Entitlement Offer" and crossed "Not Negotiable".

You must ensure your cheque account has sufficient funds to cover your payment, as your cheque will be presented for payment on receipt. If your

bank dishonours your cheque your application will be rejected. The Company will not re-present any dishonoured cheques.

For payment by BPAY®, please follow the instructions on your personalised Entitlement and Acceptance Form. Please note that should you choose to pay by BPAY®, you do not need to submit the personalised acceptance form but are taken to have made the declarations on that Entitlement and Acceptance Form. Your BPAY® payment must be received by 5.00pm (Adelaide time) on the Closing Date. You should be aware that your financial institution may implement earlier cut-off times in regard to electronic payment and you should take this into account when making payment.

Entitlement and Acceptance Forms must be accompanied by payment of A\$0.002 (0.2 of a cent) per Share. Receipts will not be issued.

2.3 Lodgement methods

If you are making payment by cheque you must deliver your Entitlement and Acceptance Form, together with a cheque, bank cheque or bank draft, by post to the Company, to be received no later than 5:00 pm (Adelaide time) on the Closing Date at the following address:

Tychean Resources Limited Entitlement Offer
C/- Computershare Investor Services Pty Limited
GPO Box 2987
Adelaide SA 5001, Australia

Completed Entitlement and Acceptance Forms and application monies will not be accepted if sent to another address.

3. SUMMARY OF RISKS

As with all investments, investors should be aware that the market price of shares may fall as well as rise. The potential returns of the Company will be exposed to risks specific to the Company and to general investment risks. While it is impossible to identify all risks, the attention of investors is drawn to the following particular risks:

3.1 Key Risks

Going concern

The Company's auditor, Grant Thornton Audit Pty Ltd noted in respect of the full-year financial report for the period ended 30 June 2017 the existence of a material uncertainty which may cast doubt on the Company and its subsidiaries' ability to continue as a going concern.

Future Capital Requirements

The Company will require additional capital to fund exploration/development of new projects. The Company's ability to raise sufficient further capital within an acceptable time frame and on terms acceptable to it will vary according to a number of factors including (without limitation) the prospects of new projects (if any), the results of exploration and subsequent feasibility studies, stock

market and industry conditions and the price of relevant commodities.

Commodity Prices

The Company is exploring for commodities within Australia. Any decision to mine ore containing economic quantities of minerals will be closely related to the price of the relevant commodity.

The demand for and price of commodities is influenced by a variety of factors including the level of forward selling by producers, costs of production, general economic conditions, the level of inflation, interest rates and currency exchange rates.

Exploration and Development

Exploration by its nature contains elements of significant risk. Ultimate success depends on the discovery of economically recoverable resources, obtaining the necessary titles and governmental regulatory approvals and obtaining and servicing of funding for mining operations if and when a decision to mine is made.

There can be no assurance that the Company's existing projects or any other projects or tenements that the Company may acquire in the future will result in the discovery of significant resources. Even if significant resources are identified, there can be no guarantee that they will be able to be economically exploited.

The current and future operations of the Company, including exploration, appraisal and possible production activities may be affected by a range of factors, including:

- geological conditions;
- limitations on activities due to seasonal weather patterns;
- alterations to exploration programs and budgets;
- the availability of drilling rigs and other machinery necessary for the Company to undertake its activities;
- unanticipated operational and technical difficulties encountered in survey, drilling and production activities;
- mechanical failure of operating plant and equipment, adverse weather conditions, industrial and environmental accidents, industrial disputes and other force majeure events;
- unexpected shortages or increases in the costs of consumables, spare parts, plant and equipment; and
- prevention or restriction of access by reason of political unrest, outbreak of hostilities, and inability to obtain consents or approvals (including clearance of work programs pursuant to existing, and any future access agreements entered into with the traditional land owners).

3.2 Risks Specific to the Company

The Underwriting Agreement includes various termination events upon the occurrence of which the Underwriter may elect, in its discretion, to terminate the Underwriting Agreement. In the event that the Underwriting Agreement is terminated, the Company may not receive the maximum level of subscriptions in which case the Company will potentially need to consider other funding options to meet any shortfall. For further details of the Underwriting Agreement, refer to section 4.4 of this Offer Booklet.

Native Title & Aboriginal Heritage

Mining tenements which the Company may acquire in the future may be located within areas that are the subject of claims or applications for native title determination. The *Native Title Act 1993* (Cth) and related State native title legislation and aboriginal heritage legislation may affect the Company's ability to obtain access to certain of its exploration areas or to obtain mining production titles. Settling any such claims will incur costs to the Company. The degree to which this may impact on the Company's activities will depend on a number of factors, including the status of particular tenements and their locations. At this stage, the Company is not able to quantify the impact, if any, of such matters on its operations.

Title, Environmental Bonds & Conditions

All mining tenements which the Company may acquire either by application, sale and purchase or farm-in are regulated by applicable state mining legislation. There is no guarantee that applications will be granted as applied for. Various conditions may also be imposed as a condition of grant. In addition the relevant minister may need to consent to any transfer of a tenement to the Company.

Environment

The Company's existing projects and any other projects or tenements that the Company may acquire in the future will be subject to State and Federal laws and regulations regarding environmental matters. Resource activities can be environmentally sensitive and can give rise to substantial costs for environmental rehabilitation, damage control and losses. The Company intends to conduct its activities in an environmentally responsible manner and in accordance with all applicable laws.

Resource Estimates

Resource estimates are expressions of judgement based on knowledge, experience and industry practice. Estimates which were valid when made may change significantly when new information becomes available. In addition, resource estimates are imprecise and depend to some extent on interpretations, which may prove to be inaccurate. Should the Company encounter mineralisation or formations different from those predicted by past sampling and drilling, resource estimates may have to be adjusted and mining plans altered in a way which could impact adversely on the operations of the Company.

Agreements with Third Parties

The Company is and will be subject to various contracts and agreements with third parties. There is a risk of financial failure or default by counterparty to these arrangements. Any breach or failure may lead to penalties or termination of the relevant contract. In addition, the Company's interest in the relevant subject matter may be jeopardised.

3.3 Risks Specific to the Offer

Dilution Risk

If you decide to take up only part of your Entitlement or not to accept any of your Entitlement, your Entitlement will lapse and your ownership of the Company will be diluted to that extent.

3.4 General Risks

General Market Conditions

The price of the Shares on ASX may rise or fall due to numerous factors including:

- general economic conditions, including inflation rates and interest rates;
- variations in the local and global markets for listed shares in general, or for mining stocks in particular;
- changes to government policy, legislation or regulation;
- competition in the industry in which the Company operates; and
- general operational and business risks.

In particular, the share prices of many companies have in recent times been subject to wide fluctuations, which in many circumstances arise by reason of matters outside the control of the company, including global hostilities and tensions and the general state of the economy. Such market fluctuations may materially adversely affect the market price of the New Shares.

There can also be no guarantee that an active market in the Shares will develop or that the price of the Shares will increase. There may be relatively few or many potential buyers or sellers of the New Shares on the ASX at any given time. This may increase the volatility of the market price of the New Shares, and the prevailing market price at which shareholders are able to sell their New Shares.

The matters set out above may result in Shareholders receiving a price for their New Shares that is more or less than the Offer price.

Changes in government policy

Changes in government policy may affect the amount and timing of the Company's future cash flows and profits, and its viability and profitability. The activities of the Company are subject to various federal, state and local laws governing exploration, development, production, taxes and other matters.

4. **ADDITIONAL INFORMATION**

4.1 **Reliance on Offer Booklet**

This Offer Booklet has been prepared pursuant to section 708AA of the Corporations Act for the offer of New Shares without disclosure to investors under Part 6D.2 of the Corporations Act. This Offer Booklet was lodged with the ASX on 20 November 2017.

Section 708AA of the Corporations Act requires companies to lodge with the ASX a Cleansing Notice. The Company lodged a Cleansing Notice with the ASX on 20 November 2017.

In deciding whether or not to accept the Offer, you should rely on your own knowledge of the Company, refer to the documents lodged and the disclosures made by the Company on the ASX (which are available for inspection on the ASX website at www.asx.com.au) and seek advice from your financial or professional adviser.

4.2 **Control implications of the Entitlement Offer**

The potential effect the Entitlement Offer will have on the control of the Company, and the consequences of that effect, will depend on a number of factors, including the demand from existing Shareholders. The primary consequences are that:

- if all Eligible Shareholders take up their entitlement to New Shares, the Entitlement Offer would have no effect on the control of the Company because the Eligible Shareholders would continue to hold the same percentage interest in the Company;
- if some Eligible Shareholders do not take up their full entitlement, such Shareholders' voting power would be diluted relative to those who did take up their full Entitlement;
- in the event that SARI takes up all its Entitlement and no other New Shares are issued under the Offer other than pursuant to the sub-underwriting agreements and Underwriting Agreement, the Underwriter's voting power in the Company could theoretically increase from its current 2.83% (via its associated entity SARI) to 6.95 %.

As explained in section 1.4, SARI, an entity associated with the Underwriter, is a Sub-Underwriter and existing Shareholder of the Company.

The actual effect of the Offer on the voting power in the Company of the Underwriter will depend on the level of subscription by Eligible Shareholders pursuant to the Offer and the extent to which sub-underwriters are issued with any shortfall in subscription for New Shares pursuant to sub-underwriting agreements.

Table 1 below sets out the Underwriters' voting power immediately before the Offer:

Table 1

Shareholder	Number of Shares	Voting Power
Underwriter (via associated entity South Australian Resource Investments Pty Ltd)	10,907,701	2.83%
Other Shareholders	373,863,220	97.17%
Total	384,770,921	100%

Table 2 below illustrates the potential effect of the Offer on the Underwriters' voting power in scenarios where the Offer is 25%, 50%, 75% and 100% subscribed and in the unlikely event that no Shareholders take up their Entitlement under the Offer. These scenarios are based on the assumption that the Underwriter (via associated entity SARI) takes up its maximum sub-underwriting (which includes its Entitlement) under each scenario. Therefore, the reference to the Offer being 75%, 50% or 25% subscribed refers to 75%, 50% or 25% of the Rights being subscribed after the Underwriter (via associated entity SARI) has taken up its maximum sub-underwriting including its Rights. Table 2 has been prepared for illustrative purposes, based on the assumptions set out in the footnotes to the table.

Table 2

Event	Shares held by Underwriter (including associated entity South Australian Resource Investments Pty Ltd) at completion of the Offer	Total shares on issue at completion of the Offer	Maximum potential voting power of Underwriter (including associated entity South Australian Resource Investments Pty Ltd) at completion of the Offer
Offer fully subscribed with no shortfall ¹	16,361,552	577,156,382	2.83%
Offer 75% subscribed ²	16,361,552	577,156,382	2.83%
Offer 50% subscribed ³	24,094,585	577,156,382	4.17%
Offer 25% subscribed ⁴	32,110,646	577,156,382	5.56%
No other Shareholders take up their Entitlement ⁵	40,126,706	577,156,382	6.95%

1. All shareholders including SARI take up their Entitlement, in which case no New Shares are issued to the Underwriter pursuant to the Underwriting Agreement or Sub-Underwriters pursuant to the sub-underwriting agreements.
2. Where the Offer is 75% subscribed, Sub-Underwriters would be required to subscribe for 48,096,366 New Shares pursuant to the sub-underwriting agreements.
3. Where the Offer is 50% subscribed, Sub-Underwriters would be required to subscribe for 96,192,731 New Shares pursuant to the sub-underwriting agreements.
4. Where the Offer is 25% subscribed, Sub-Underwriters would be required to subscribe for 144,289,095 New Shares pursuant to the sub-underwriting agreements.
5. In the unlikely event that no shareholders other than SARI take up their Entitlement, Sub-Underwriters would be required to subscribe for 186,931,610 New Shares pursuant to the sub-underwriting agreements.

As explained in section 1.5, an entity associated with Mr Payne (not a Shareholder) and eight of the Company's Shareholders including SARI, an entity associated with the Underwriter, have an agreement with the Underwriter to (in aggregate) sub-underwrite to a maximum of \$384,771 (100%) of the Rights Issue. The extent to which Shares are issued pursuant to sub-underwriting agreements will increase the voting power in the Company of the Sub-Underwriters. The maximum number of sub-underwriting Shares that a Sub-Underwriter will be obliged to subscribe for will be reduced proportionately by the number of Shares (if any) taken up by the Sub-Underwriter under an Entitlement to New Shares under the Offer.

As a consequence of the sub-underwriting, there is a potential that proposed incoming directors Mr Ian Gordon (either directly or via associated entities) and Mr Paul Payne (either directly or via associated entities) may increase their voting power to the maximum extent illustrated in Tables 3 –4below. The actual effect of the Offer on the voting power in the Company of the General Sub-Underwriters will depend on the level of subscription by Eligible Shareholders pursuant to the Offer:

Table 3

Event	Shares controlled by Ian Gordon	Total shares	Voting power/maximum potential voting power (as the case may be)
Shares on issue at the Record Date	10,000,000	384,770,921	2.60%
Sub-underwriting of the Offer	29,219,005	N/A	
Post-Offer	39,219,005	577,156,382	6.8%

Table 4

Event	Shares controlled by Paul Payne	Total shares	Voting power/maximum potential voting power (as the case may be)
Shares on issue at the Record Date	Nil	384,770,921	0.00%
Sub-underwriting of the Offer	29,219,005	N/A	
Post-Offer	29,219,005	577,156,382	5.06%

In addition, three of the Company's shareholders not associated with the Directors, incoming directors, the Underwriter, SARI or each other, who have each sub-underwritten to a maximum of \$58,438 (15.19% of the Offer) may increase their voting power as a consequence of the sub-underwriting. While the actual effect of the Offer on the voting power in the Company of these three particular Shareholders will depend on the level of subscription by Eligible Shareholders pursuant to the Offer, the maximum potential voting power of each of these General Sub-Underwriters as a consequence of the sub-underwriting is 6.80%, 6.80% and 7.49% respectively.

4.3 Director's Interests in Securities

The securities of the Company in which Directors and their associates have relevant interests as well as their respective sub-underwriting commitments are:

Director	Pre Entitlement Offer		Maximum Sub-Underwriting	Maximum Potential Voting Power Post Entitlement Issue	
	Shares	Voting power	Shares	Shares	Voting power
Robert Kennedy	22,142,859	5.75%	11,071,430	33,214,289	5.75%
Ewan Vickery	4,964,288	1.29%	5,000,000	9,964,288	1.73%
Kevin Wills	133,195	0.03%	1,000,000	1,133,195	0.20%

Note: The maximum number of sub-underwriting Shares that a Sub-Underwriter will be obliged to subscribe for will be reduced proportionately by the number of Shares (if any) taken up by the Sub-Underwriter under an Entitlement to New Shares under the Offer.

4.4 Underwriting

The Company has entered into an Underwriting Agreement with the Underwriter pursuant to which the Underwriter has agreed to conditionally underwrite the Offer for 192,385,461 Shares (**Underwritten Shares**). The Underwriter may appoint sub-underwriters to sub-underwrite the Offer. The Underwriting Agreement is not subject to or conditional upon the sub-underwriter's fulfilling their obligations under the respective sub-underwriting agreements. The Underwriter must pay all fees and commissions due to sub-underwriters of the Offer.

The Company has agreed to pay the Underwriter 3% of the Underwritten Amount (excluding firm commitments for their entitlements and shortfall Shares received from the Directors and their related entities, which will attract a 1% underwriting fee) as consideration for the obligations undertaken by the Underwriter under the Underwriting Agreement. The Underwriter may pass on a portion of those fees to sub-underwriters (other than the Directors), at the Underwriter's discretion. Further, if the Company does not proceed with the Offer or terminates the Underwriting Agreement without cause or in bad faith, or the Underwriter terminates the Underwriting Agreement due to a termination event (see below), excluding where the Underwriter fails to perform its obligations, the Company has agreed to pay the Underwriter a fee of 1% of the Underwritten Amount and any expenses for which the Company is liable.

The Underwriter may terminate its obligations under the Underwriting Agreement if:

- 4.4.1 (**Indices fall**): the S&P ASX 200 Index is at any time after the date of this Agreement 10% or more below its respective level as at the close of business on the Business Day prior to the date of this Agreement;
- 4.4.2 (**Commodity Change**) the Spot Gold Price in \$AUD is at any time prior to the issue of the Underwritten Shares more than 15% below the level of that commodity at the close of normal trading on the trading day on the New York Mercantile Exchange before the date of this Agreement;
- 4.4.3 (**Offer Document**): the Company does not dispatch the Offer Document to Eligible Shareholders on the Dispatch Date or the Offer Document or the Offer is withdrawn by the Company;
- 4.4.4 (**Offer Materials**); a statement contained in the Offer Materials is or becomes misleading or deceptive or likely to mislead or deceive, or the Offer Materials omit any information they are required to contain (having regard to the provisions of section 708AA of the Corporations Act and any other applicable requirements);

- 4.4.5 **(Lodgement of Cleansing Notice)**: the Company fails to lodge with the ASX the Cleansing notice before 10.00 am (EST) on the Announcement Date;
- 4.4.6 **(Cleansing Notice)**: the Cleansing Notice is defective, or a supplementary statement is issued or is required to be issued under the Corporations Act (as modified by ASIC Class Order 08/35);
- 4.4.7 **(New Circumstance)**: an obligation arises on the Company to give ASX a notice in accordance with subsection 708AA(12) of the Corporations Act (as inserted by ASIC Class Order 08/35), in relation to a matter that the Underwriter reasonably considers to be adverse, or a new circumstance that the Underwriter reasonably considers to be adverse, arises or becomes known which, if known at the time of issue of the Offer Materials and the Cleansing Notice would have been included in the Offer Materials or the Cleansing Notice;
- 4.4.8 **(Investigations or Proceedings)**: ASIC or any other person proposes to conduct an enquiry, investigation or proceedings, or to take any regulatory action or to seek any remedy, in connection with any Relevant Company;
- 4.4.9 **(Unable to Issue Shares)**: the Company is prevented from allotting and issuing the Underwritten Shares within the time required by the Timetable, Listing Rules, applicable laws, an order of a court or competent jurisdiction or a Government Agency;
- 4.4.10 **(Future Matters)**: any statement or estimate in the Offer Materials which relates to a future matter is or becomes incapable of being met or, in the reasonable opinion of the Underwriter, unlikely to be met in the projected timeframe;
- 4.4.11 **(No Quotation Approval)**: ASX (for whatever reason) does not give approval for the Underwritten Shares to be listed for official quotation, or if approval is granted, the approval is subsequently withdrawn, qualified or withheld;
- 4.4.12 **(ASIC Application)**: an order is made under Section 1324B or any other provision of the Corporations Act in relation to the Offer Document;
- 4.4.13 **(Indictable offence)**: a director or senior manager of a Relevant Company is charged with an indictable offence;
- 4.4.14 **(Authorisation)**: any authorisation which is material to anything referred to in the Offer Document is repealed, revoked or terminated or expires or is modified or amended in a manner unacceptable to the Underwriter acting reasonably; or
- 4.4.15 **(Termination Events)**: any of the following events occurs:
 - (i) **(Default)**: default or breach by the Company under this Agreement of any terms, condition, covenant or undertaking;

- (ii) **(Hostilities)**: there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of this agreement involving one or more of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, the United States of America, India, Pakistan, or the Peoples Republic of China, Israel or any member of the European Union, or a terrorist act is perpetrated on any of those countries or any diplomatic, military, commercial or political establishment of any of those countries anywhere in the world;
- (iii) **(Incorrect or untrue representation)**: any representation, warranty or undertaking given by the Company in this Agreement is or becomes untrue or incorrect;
- (iv) **(Error in Due Diligence Questionnaire)**: it transpires that the Due Diligence Questionnaire or any part of the Verification Material was materially false, misleading or deceptive or that there was a material omission from them;
- (v) **(Contravention of constitution or Act)**: a contravention by a Relevant Company of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;
- (vi) **(Adverse change)**: an event occurs which gives rise to a Material Adverse Effect or any adverse change or any development including a prospective adverse change after the date of this Agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of any Relevant Company;
- (vii) **(Public statements)**: without the prior approval of the Underwriter a public statement is made by the Company in relation to the Offer;
- (viii) **(Misleading information)**: any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offer or the affairs of any Relevant Company is or becomes misleading or deceptive or likely to mislead or deceive;
- (ix) **(Official Quotation qualified)**: the official quotation is qualified or conditional;
- (x) **(Change in Act or policy)**: there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy;
- (xi) **(Prescribed Occurrence)**: a Prescribed Occurrence occurs;

- (xii) **(Suspension of debt payments)**: the Company suspends payment of its debts generally;
- (xiii) **(Event of Insolvency)**: an Event of Insolvency occurs in respect of a Relevant Company;
- (xiv) **(Judgment against a Relevant Company)**: a judgment in an amount exceeding \$50,000.00 is obtained against a Relevant Company and is not set aside or satisfied within 7 days;
- (xv) **(Litigation)**: litigation, arbitration, administrative or industrial proceedings are after the date of this Agreement commenced against any Relevant Company;
- (xvi) **(Board and senior management composition)**: there is a change in the composition of the Board or a change in the senior management of the Company before the date of issue of the Underwritten Shares without the prior written consent of the Underwriter;
- (xvii) **(Change in shareholdings)**: there is a material change in the major or controlling shareholdings of a Relevant Company (other than arising from the issue of shortfall shares to the Underwriter or any Sub-Underwriter) or a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to a Relevant Company;
- (xviii) **(Timetable)**: there is a delay in any specified date in the Timetable which is greater than 5 Business Days without the prior written consent of the Underwriter;
- (xix) **(Force Majeure)**: a Force Majeure affecting the Company's business or any obligation under the Agreement lasting in excess of 7 days occurs;
- (xx) **(Certain resolutions passed)**: a Relevant Company passes or takes any steps to pass a resolution under Section 254N, Section 257A or Section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of the Underwriter;
- (xxi) **(Capital Structure)**: any Relevant Company alters its capital structure in any manner not contemplated by the Offer Document;
- (xxii) **(Breach of Material Contracts)**: any of the Contracts are terminated or substantially modified;
- (xxiii) **(Banking Facilities)**: the Company's bankers terminate or issue any demand or penalty notice or amending the terms of any existing facility or claiming repayment or accelerated repayment of any facility or requiring additional security for any existing facility;

- (xxiv) **(General Meeting Required)**: ASX or ASIC or any other governmental agency required the Company to, or stipulates that the Company should, convene a general meeting to consider any aspect of the issue of the Underwritten Shares, including, without limitation, the participation of the Underwriter or any sub-underwriter;
- (xxv) **(Investigation)**: any person is appointed under any legislation in respect of companies to investigate the affairs of a Related Company; or
- (xxvi) **(Market Conditions)**: a suspension or material limitation in trading generally on ASX occurs or any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, Japan, the United Kingdom, the United States of America or other international financial markets.

The Underwriting Agreement includes other provisions which are typical in agreements of this nature such as representations, warranties and indemnities.

4.5 Interests of Underwriter

The Underwriter has agreed to Underwrite the Offer. Details of the Underwriting Agreement are set out in section 4.4.

The Underwriter and Company are parties to a corporate advisory agreement dated 29 November 2006 pursuant to which the Underwriter provides corporate advisory services to the Company. The Company has paid the Underwriter a total of \$63,525 for these and related services for the 12 month period ending 30 June 2017.

AE Administrative Services Pty Ltd (**AEAS**), an entity associated with the Underwriter, and the Company are parties to a services agreement dated 23 July 2015 pursuant to which AEAS provides company secretarial, accounting and administrative services to the Company. The Company has paid AEAS a total of \$80,878 for these services for the 12 month period ending 30 June 2017.

4.6 Expenses of the Offer

On the assumption that the Offer is fully subscribed, the total expenses connected with the Offer, including legal and other advisory fees, listing, printing and other miscellaneous expenses are estimated to be approximately \$51,000 comprised as follows:

Expenses	Cost
Legal fees	\$15,000
Underwriting fees	\$10,860

Expenses	Cost
ASX listing fees, printing, postage and share registry	\$25,140
Total estimated costs	\$51,000

4.7 Privacy

The Company will collect information about each Shareholder who accepts the Entitlement Offer provided on the Entitlement and Acceptance Form for the purposes of processing the application and, if the application is successful, to administer the Shareholder's shareholding in the Company.

By submitting an Entitlement and Acceptance Form, you will be providing information to the Company (directly or through the Company's share registry). The Company will collect, hold and use that information to assess your application. The Company may disclose your personal information for purposes related to your shareholding in the Company, including its share registry, agents, contractors and third party service providers, and to the ASX and regulatory bodies. To make a request for access to your personal information held by (or on behalf of) the Company, please contact the Company through its share registry.

4.8 Governing Law

The Entitlement Offer and contracts formed on acceptance of the Entitlement and Acceptance Forms are governed by the law in force in South Australia. Each shareholder submits to the exclusive jurisdiction of the courts of South Australia.

5. GLOSSARY – TERMS USED IN THIS OFFER BOOKLET

In this Offer Booklet, unless the context otherwise requires:

\$ means Australian dollars (and references to cents are to Australian cents);

ASIC means the Australian Securities and Investments Commission;

ASX means ASX Limited or the Australian Securities Exchange operated by it (as the context requires);

ASX Listing Rules means the Listing Rules of ASX;

Board means the board of directors of the Company;

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;

Cleansing Notice means the cleansing notice to be lodged by the Company pursuant to section 708AA(2)(f) of the Corporations Act;

Closing Date means the closing date of the Offer, which is 11 December 2017 (unless extended);

Company or **Tychean** means Tychean Resources Limited (ACN 119 031 864);

Constitution means the constitution of the Company;

Corporations Act means *Corporations Act 2001* (Cth);

Directors mean the current directors of the Company;

Eligible Shareholders means on the Record Date, Shareholders recorded on the register of members of the Company as holders of Shares, that have registered addresses in Australia or New Zealand and are eligible under all applicable securities laws to receive an Offer without any requirement for a prospectus, disclosure document, or any lodgement, filing registration or qualification;

Entitlement means the right of an Eligible Shareholder to apply for a number of New Shares under the Entitlement Offer;

Entitlement and Acceptance Form means the Entitlement and Acceptance Form accompanying this Offer Booklet;

New Shares means ordinary shares in the Company issued pursuant to the Entitlement Offer;

Non-Resident Shareholders has the meaning given in section 1.13;

Official List means the Official List of ASX;

Official Quotation means the grant by ASX of "Official Quotation" (as that term is used in the ASX Listing Rules) of all the New Shares when allotted which if conditional may only be conditional on the allotment of the New Shares;

Offer or **Entitlement Offer** means the offer of New Shares under the Entitlement Offer;

Offer Booklet means this document, including the Entitlement and Acceptance Form;

Ordinary Shares means fully paid ordinary shares in the Company;

Record Date means the record date to determine the Shareholders entitled to participate in the Entitlement Offer, being 7.00pm (AEST) on 23 November 2017;

Shareholder means a holder of Shares;

Shares means fully paid ordinary shares in the Company;

Sub-Underwriter has the meaning given in section 1.5;

Underwriter means Adelaide Equity Partners Limited (ACN 119 059 559) of Level 3, 100 Pirie Street, Adelaide, South Australia;

Underwriting Agreement means the underwriting agreement dated 19 November 2017 between the Company and the Underwriter, details of which are set out in section 4.4 of the Offer Booklet; and

Underwritten Amount means the Underwritten Shares multiplied by the issue price of \$0.002 (0.2 of a cent) per New Share.

6. **GLOSSARY – UNDERWRITING AGREEMENT TERMS**

Event of Insolvency means:

- (a) a receiver, manager, receiver and manager, trustee, administrator, Controller or similar officer is appointed in respect of a person or any asset of a person;
- (b) a liquidator or provisional liquidator is appointed in respect of a corporation;
- (c) any application (not being an application withdrawn or dismissed within 7 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in paragraphs (a) or (b); or
 - (ii) winding up a corporation; or
 - (iii) proposing or implementing a scheme of arrangement;
- (d) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of an individual or his estate under any Insolvency Provision;
- (e) a moratorium of any debts of a person, or an official assignment, or a composition, or an arrangement (formal or informal) with a person's creditors, or any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee, is ordered, declared, or agreed to, or is applied for and the application is not withdrawn or dismissed within 7 days;
- (f) a person becomes, or admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts; or
- (g) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of a person.

Material Adverse Effect means:

- (a) a material adverse effect on the Offer or on the subsequent market for the Underwritten Shares (including, without limitation, a material adverse effect on a decision of an investor to invest in Underwritten Shares); or
- (b) a material adverse effect on the condition, trading or financial position and performance, profits and losses, results, prospects, business or operations of the Company and its Subsidiaries taken as a whole.

Prescribed Occurrence means:

- (a) a Relevant Company converting all or any of its shares into a larger or smaller number of shares;
- (b) a Relevant Company resolving to reduce its share capital in any way;
- (c) a Relevant Company:
 - (i) entering into a buy back agreement or;
 - (ii) resolving to approve the terms of a buy back agreement under Section 257D or 257E of the Corporations Act;
- (d) a Relevant Company making an issue of, or granting an option to subscribe for, any of its shares or any other securities, or agreeing to make such an issue or grant such an option;
- (e) a Relevant Company issuing, or agreeing to issue, convertible notes;
- (f) a Relevant Company disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
- (g) a Relevant Company charging, or agreeing to charge, the whole, or a substantial part, of its business or property;
- (h) a Relevant Company resolving that it be wound up;
- (i) the appointment of a liquidator or provisional liquidator of a Relevant Company;
- (j) the making of an order by a court for the winding up of a Relevant Company;
- (k) an administrator of a Relevant Company, being appointed under Section 436A, 436B or 436C of the Corporations Act;
- (l) a Relevant Company executing a deed of company arrangement; or
- (m) the appointment of a receiver, or a receiver and manager, in relation to the whole, or a substantial part, of the property of a Relevant Company.



Tychean Resources Limited
ACN 119 031 864

For all enquiries:

Phone:

(within Australia) (08) 7324 3195
(outside Australia) 61 08 7324 3195

Web:

www.investorcentre.com/contact

Make your payment:



See overleaf for details of the Offer and how to make your payment

Non-Renounceable Rights Issue — Entitlement and Acceptance Form

 **Your payment must be received by 5:00pm (Adelaide time) Monday 11 December 2017**

This is an important document that requires your immediate attention. It can only be used in relation to the shareholding represented by the details printed overleaf. If you are in doubt about how to deal with this form, please contact your financial or other professional adviser.

Step 1: Registration Name & Offer Details

Details of the shareholding and entitlements for this Offer are shown overleaf.

Please check the details provided and update your address via www.investorcentre.com if any of the details are incorrect.

If you have a CHESS sponsored holding, please contact your Controlling Participant to notify a change of address.

Step 2: Make Your Payment

You can apply to accept either all or part of your Entitlement. Enter the number of New Shares you wish to apply for and the amount of payment for those New Shares.

By making your payment you confirm that you agree to all of the terms and conditions as detailed in the Offer Booklet dated 20 November 2017.

Choose one of the payment methods shown below.

BPAY®: See overleaf. Do not return the payment slip with **BPAY** payment.

By Mail: Complete the reverse side of the payment slip and detach and return with your payment. Make your cheque, bank draft or money order payable in Australian dollars to "**Tychean Resources Limited Entitlement Offer**" and cross "**Not Negotiable**". The cheque must be drawn from an Australian bank. Cash is not accepted.

Payment will be processed on the day of receipt and as such, sufficient cleared funds must be held in your account as cheques received may not be re-presented and may result in your Application being rejected. Paperclip (do not staple) your cheque(s) to the payment slip. Receipts will not be forwarded. Funds cannot be debited directly from your account.

Entering your contact details is not compulsory, but will assist us if we need to contact you.

Turn over for details of the Offer →

Entitlement and Acceptance Form

STEP 1

Registration Name & Offer Details



For your security keep your SRN/
HIN confidential.

Registration Name:

Entitlement No:

Offer Details:

Existing shares entitled to participate as at
23 November 2017:

Entitlement to New Shares
on a 1 for 2 basis:

Amount payable on full acceptance
at \$0.002 per New Share:

STEP 2

Make Your Payment



Bill Code: 277848
Ref No:

Pay by Mail:



Make your cheque, bank draft or money order payable to "**Tychean Resources Limited Entitlement Offer**" and cross "**Not Negotiable**".

Return your cheque with the below payment slip to:

Computershare Investor Services Pty Limited
GPO BOX 2987 Adelaide South Australia 5001 Australia

Contact your financial institution to make your
payment from your cheque or savings account.

Lodgement of Acceptance

If you are applying for New Shares and your payment is being made by BPAY, you do not need to return the payment slip below. Your payment must be received by no later than 5:00pm (Adelaide time) Monday 11 December 2017. Applicants should be aware that their own financial institution may implement earlier cut off times with regards to electronic payment, and should therefore take this into consideration when making payment. Neither Computershare Investor Services Pty Limited (CIS) nor Tychean Resources Limited accepts any responsibility for loss incurred through incorrectly completed BPAY payments. It is the responsibility of the applicant to ensure that funds submitted through BPAY are received by this time.

If you are paying by cheque, bank draft or money order the payment slip below must be received by CIS by no later than 5:00pm (Adelaide time) Monday 11 December 2017. You should allow sufficient time for this to occur. A reply paid envelope is enclosed for shareholders in Australia. Other Eligible Shareholders will need to affix the appropriate postage. Return the payment slip below with cheque attached. Neither CIS nor Tychean Resources Limited accepts any responsibility if you lodge the payment slip below at any other address or by any other means.

Privacy Notice

The personal information you provide on this form is collected by Computershare Investor Services Pty Limited (CIS), as registrar for the securities issuers (the issuer), for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. In addition, the issuer may authorise us on their behalf to send you marketing material or include such material in a corporate communication. You may elect not to receive marketing material by contacting CIS using the details provided above or emailing privacy@computershare.com.au. We may be required to collect your personal information under the Corporations Act 2001 (Cth) and ASX Settlement Operating Rules. We may disclose your personal information to our related bodies corporate and to other individuals or companies who assist us in supplying our services or who perform functions on our behalf, to the issuer for whom we maintain securities registers or to third parties upon direction by the issuer where related to the issuers administration of your securityholding, or as otherwise required or authorised by law. Some of these recipients may be located outside Australia, including in the following countries: Canada, India, New Zealand, the Philippines, the United Kingdom and the United States of America. For further details, including how to access and correct your personal information, and information on our privacy complaints handling procedure, please contact our Privacy Officer at privacy@computershare.com.au or see our Privacy Policy at <http://www.computershare.com/au>.

Detach here

Tychean Resources Limited Acceptance Payment Details

Entitlement taken up:

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Amount enclosed at \$0.002 per
New Share:

A\$

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Entitlement No:

Payment must be received by 5:00pm (Adelaide time) Monday 11 December 2017

Contact Details

Contact
Name

Daytime

Telephone

Cheque Details

Drawer

Cheque Number

BSB Number

Account Number

Amount of Cheque

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A\$
