Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme KIDMAN RESOURCES LIMITED

ACN/ARSN 143 526 096

1. Details of substantial holder (1)

Name WESFARMERS LIMITED AND THE ENTITIES LISTED IN ANNEXURE B TO THIS FORM

ACN/ARSN (if applicable) 008 984 049

The holder became a substantial holder on 01/05/2019

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
FULLY PAID ORD SHARES	69,875,294	69,875,294	17.26%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
WESFARMERS LIMITED	SEE ANNEXURE A	69,875,294 ORD

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
SEE ANNEXURE A	SEE ANNEXURE A	SEE ANNEXURE A	69,875,294 ORD

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
WESFARMERS LIMITED	01/05/2019	N/A	N/A	69,875,294 ORD

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
SEE ANNEXURE B	

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
SEE ANNEXURE B	

Signature

print name	LINDA KENYON	capacity	COMPANY SECRETARY
sign here		date	02/05/2019

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.

(2) See the definition of "associate" in section 9 of the Corporations Act 2001.

(3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.

(6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

(7) Include details of:

(a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."'

(9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

ANNEXURE "A"

Wesfarmers Limited has a relevant interest in 32,500,000 fully paid ordinary shares in the capital of Kidman Resources Limited pursuant to a Voting Deed dated 1 May 2019 between Wesfarmers Limited and EDM Nominees Pty Ltd a copy of which is attached as Annexure A1.

Wesfarmers Limited has a relevant interest in 17,429,155 fully paid ordinary shares in the capital of Kidman Resources Limited pursuant to a Voting Deed dated 1 May 2019 between Wesfarmers Limited and Western Areas Limited a copy of which is attached as Annexure A2.

Wesfarmers Limited has a relevant interest in 15,819,029 fully paid ordinary shares in the capital of Kidman Resources Limited pursuant to a Voting Deed dated 1 May 2019 between Wesfarmers Limited and Capri Trading Pty Ltd a copy of which is attached as Annexure A3.

Wesfarmers Limited has a relevant interest in 2,250,000 fully paid ordinary shares in the capital of Kidman Resources Limited pursuant to a Voting Deed dated 1 May 2019 between Wesfarmers Limited and Penstock Advisory Pty Ltd a copy of which is attached as Annexure A4.

Wesfarmers Limited has a relevant interest in 1,665,000 fully paid ordinary shares in the capital of Kidman Resources Limited pursuant to a Voting Deed dated 1 May 2019 between Wesfarmers Limited and Olivers Hill Pty Ltd a copy of which is attached as Annexure A5.

Wesfarmers Limited has a relevant interest in 121,366 fully paid ordinary shares in the capital of Kidman Resources Limited pursuant to a Voting Deed dated 1 May 2019 between Wesfarmers Limited and B&K Evans Superannuation Pty Ltd a copy of which is attached as Annexure A6.

Wesfarmers Limited has a relevant interest in 55,244 fully paid ordinary shares in the capital of Kidman Resources Limited pursuant to a Voting Deed dated 1 May 2019 between Wesfarmers Limited and Mr John Pizzey a copy of which is attached as Annexure A7.

Wesfarmers Limited has a relevant interest in 35,500 fully paid ordinary shares in the capital of Kidman Resources Limited pursuant to a Voting Deed dated 1 May 2019 between Wesfarmers Limited and Yalambie Pty Ltd a copy of which is attached as Annexure A8.

This is the annexure of 33 pages marked “A”, including its annexures A1 to A8 (inclusive) referred to in the Form 603, Notice of initial substantial shareholder signed by me and dated 2 May 2019.

LINDA JAYNE KENYON
SECRETARY
WESFARMERS LIMITED

Voting deed

This deed poll dated 1 May 2019 is made by EDM Nominees Pty Ltd ACN 167 745 066 (**Shareholder**) in favour of Wesfarmers Limited (ACN 008 984 049) and its related bodies corporate.

This deed sets out the terms and conditions on which Shareholder agrees to 32,500,000 of its fully paid ordinary shares in Kidman Resources Limited (ACN 143 526 096) (**Target**) held by Shareholder or a nominee or custodian appointed by Shareholder as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Corporations Act**), pursuant to which Wesfarmers Limited (ACN 008 984 049) or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to hold all of the fully paid ordinary shares in Target for a scheme consideration of $1.90 cash (**Offer Price**) per Target fully paid ordinary share (**Scheme**).

Bidder and Target intend to enter into a Process and Exclusivity Deed (**Process and Exclusivity Deed**) which will set out the terms and conditions on which Bidder will be given the exclusive right to conduct due diligence enquiries in relation to Target and on which Bidder and Target will negotiate a Scheme Implementation Deed (**SID**) in relation to the implementation of the Scheme.

1 Voting in favour of Scheme

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) (**Process and Exclusivity Deed Announcement**) by 5.00pm (AEST) on 2 May 2019 that it has entered into the Process and Exclusivity Deed, Shareholder will procure that all the Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that:

(a) by 10.00am (AEST) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is dispatched, the Chairperson of a court-ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme and any other resolution put to Target shareholders at that meeting or at any separate general meeting, that must be approved in order for the Scheme to become effective; and

(b) once such proxy appointment is made, it is not revoked or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representative or otherwise) to vote, or attempt to vote, on that resolution (or, if applicable, those resolutions) other than via the proxy as described in clause 1(a).

2 Acceptance of Takeover Offer

If Bidder makes an announcement to the ASX that it intends to make offers under an off-market takeover bid under Chapter 6 of the Corporations Act to acquire all of the fully paid ordinary shares in Target for a cash price of not less than the Offer Price and otherwise on terms no less favourable to Target shareholders than apply to the transaction described in the SID (**the Takeover Offers**), then Shareholder agrees, in the absence of a superior proposal and subject to an independent expert (if appointed by Target in connection with the Takeover Offers) concluding and continuing to conclude that the Takeover Offers is fair and reasonable to Target shareholders, to accept (or procure the acceptance of) the Takeover Offers in respect of all of the Target Shares on the 5th business day after the Takeover Offers becomes unconditional and open for acceptance, and ensure that such acceptances are not subsequently withdrawn.

3 Limitation on Shareholder's obligations

Notwithstanding any other provision of this deed, this deed will terminate, and all of the Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

(a) the Process and Exclusivity Deed Announcement does not occur by 5.00 pm (AEST) on 2 May 2019;

(b) Target and Bidder do not announce the execution of the SID (which provides for a scheme consideration per share of not less than the Offer Price) on or prior to 5.00 pm (AEST) on the business day after the expiry of the Exclusivity Period (as defined in the Process and Exclusivity Deed (including any extension to the Exclusivity Period of not more than 28 days as may be agreed between Bidder and Target));

(c) either of the Process and Exclusivity Deed or the SID contemplates an Offer Price that is less than $1.90 per Target share;

(d) an independent expert's report concludes (including in any supplementary report) that the Scheme or the Takeover Offers (if an independent expert's report is commissioned by Target in response to the Takeovers Offers) (as applicable) is not in the best interests of Target shareholders or, in the case of the Takeover Offers, fair and reasonable to Target shareholders, other than where the independent expert makes such conclusion as a result of a superior proposal;

(e) either:

  (1) there is a superior proposal (however that term is defined in the Process and Exclusivity Deed or the SID, as applicable) that Bidder fails to match after giving effect to any matching rights available to Bidder under the Process and Exclusivity Deed or the SID (as applicable); or

  (2) if clause 2 applies, there is a competing proposal (to the Takeover Offers) for Target that is superior to the Takeover Offers; or

(f) either:

  (1) the Scheme has not become effective by 30 November 2019; or

  (2) if clause 2 applies, the Takeover Offers has not become unconditional by 30 November 2019.

4 Other conduct

For so long as this deed remains in force Shareholder must not:

(a) dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not enter into any discussions or negotiations relating to any possible disposal of the Target Shares;

(b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target (nor permit any of its subsidiaries or related bodies corporate to do so);

(c) take any action or make any public statement which is or would reasonably be expected to be prejudicial to the success of the Scheme (nor permit any of its subsidiaries or related bodies corporate to take any such action or make any such statement);

(d) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the

Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; and

(e) acquire a relevant interest in any additional shares in Target at a price above the Offer Price.

5 Confidentiality

(a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target has otherwise announced the terms of this deed to the ASX.

(b) Shareholder acknowledges that Bidder and Target intend, upon execution of the Process and Exclusivity Deed to announce the Process and Exclusivity Deed and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:

(1) Shareholder is supportive of the Scheme; and

(2) Shareholder intends to vote all its Voting Shares in favour of the Scheme Resolution,

in each case in the absence of a superior proposal and subject to the Independent Expert concluding and continuing to conclude that the Scheme is in the best interests of Target shareholders (which qualification must be included in any such announcement).

6 Warranty

Shareholder represents and warrants that:

(a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and

(b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

7 Termination

(a) This deed will automatically terminate:

(1) in the circumstances described in clause 3; or

(2) if the SID is terminated.

(b) Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring before such termination.

8 General

(a) Any date, time or period referred to in this deed shall be of the essence except to the extent to which Shareholder and Bidder agree to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

(b) Shareholder consents to Bidder including or referring to this deed in any public announcement.

(c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.

(d) Any term defined in the Corporations Act has the same meaning in this deed.

(e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.

(f) This deed is governed by the laws of Victoria. This document is executed as a deed.

Executed as a deed poll

Executed by **EDM Nominees Pty Ltd ACN 167 745 066** in accordance with s 127(1) of the *Corporations Act 2001*:)
)

....Signature of Sole Director/Sole Company Secretary

Geoffrey Kinghorn

[7826244: 23988671_1]

Voting deed

This deed poll dated 1 May 2019 is made by Western Areas Limited ACN 091 049 357 (**Shareholder**) in favour of Wesfarmers Limited (ACN 008 984 049) and its related bodies corporate.

This deed sets out the terms and conditions on which Shareholder agrees to 17,429,155 of its fully paid ordinary shares in Kidman Resources Limited (ACN 143 526 096) (**Target**) held by Shareholder or a nominee or custodian appointed by Shareholder as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Corporations Act**), pursuant to which Wesfarmers Limited (ACN 008 984 049) or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to hold all of the fully paid ordinary shares in Target for a scheme consideration of $1.90 cash (**Offer Price**) per Target fully paid ordinary share (**Scheme**).

Bidder and Target intend to enter into a Process and Exclusivity Deed (**Process and Exclusivity Deed**) which will set out the terms and conditions on which Bidder will be given the exclusive right to conduct due diligence enquiries in relation to Target and on which Bidder and Target will negotiate a Scheme Implementation Deed (**SID**) in relation to the implementation of the Scheme.

1 Voting in favour of Scheme

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) (**Process and Exclusivity Deed Announcement**) by 5.00pm (AEST) on 2 May 2019 that it has entered into the Process and Exclusivity Deed, Shareholder will procure that all the Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that:

(a) by 10.00am (AEST) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is dispatched, the Chairperson of a court-ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme and any other resolution put to Target shareholders at that meeting or at any separate general meeting, that must be approved in order for the Scheme to become effective; and

(b) once such proxy appointment is made, it is not revoked or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representative or otherwise) to vote, or attempt to vote, on that resolution (or, if applicable, those resolutions) other than via the proxy as described in clause 1(a).

2 Acceptance of Takeover Offer

If Bidder makes an announcement to the ASX that it intends to make offers under an off-market takeover bid under Chapter 6 of the Corporations Act to acquire all of the fully paid ordinary shares in Target for a cash price of not less than the Offer Price and otherwise on terms no less favourable to Target shareholders than apply to the transaction described in the SID (**the Takeover Offers**), then Shareholder agrees, in the absence of a superior proposal and subject to an independent expert (if appointed by Target in connection with the Takeover Offers) concluding and continuing to conclude that the Takeover Offers is fair and reasonable to Target shareholders, to accept (or procure the acceptance of) the Takeover Offers in respect of all of the Target Shares on the 5^{th} business day after the Takeover Offers becomes unconditional and open for acceptance, and ensure that such acceptances are not subsequently withdrawn.

3 Limitation on Shareholder's obligations

Notwithstanding any other provision of this deed, this deed will terminate, and all of the Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

(a) the Process and Exclusivity Deed Announcement does not occur by 5.00 pm (AEST) on 2 May 2019;

(b) Target and Bidder do not announce the execution of the SID (which provides for a scheme consideration per share of not less than the Offer Price) on or prior to 5.00 pm (AEST) on the business day after the expiry of the Exclusivity Period (as defined in the Process and Exclusivity Deed (including any extension to the Exclusivity Period of not more than 28 days as may be agreed between Bidder and Target));

(c) either of the Process and Exclusivity Deed or the SID contemplates an Offer Price that is less than $1.90 per Target share;

(d) an independent expert's report concludes (including in any supplementary report) that the Scheme or the Takeover Offers (if an independent expert's report is commissioned by Target in response to the Takeovers Offers) (as applicable) is not in the best interests of Target shareholders or, in the case of the Takeover Offers, fair and reasonable to Target shareholders, other than where the independent expert makes such conclusion as a result of a superior proposal;

(e) either:

  (1) there is a superior proposal (however that term is defined in the Process and Exclusivity Deed or the SID, as applicable) that Bidder fails to match after giving effect to any matching rights available to Bidder under the Process and Exclusivity Deed or the SID (as applicable); or

  (2) if clause 2 applies, there is a competing proposal (to the Takeover Offers) for Target that is superior to the Takeover Offers; or

(f) either:

  (1) the Scheme has not become effective by 30 November 2019; or

  (2) if clause 2 applies, the Takeover Offers has not become unconditional by 30 November 2019.

4 Other conduct

For so long as this deed remains in force Shareholder must not:

(a) dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not enter into any discussions or negotiations relating to any possible disposal of the Target Shares;

(b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target (nor permit any of its subsidiaries or related bodies corporate to do so);

(c) take any action or make any public statement which is or would reasonably be expected to be prejudicial to the success of the Scheme (nor permit any of its subsidiaries or related bodies corporate to take any such action or make any such statement);

(d) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the

Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; and

(e) acquire a relevant interest in any additional shares in Target at a price above the Offer Price.

5 Confidentiality

(a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target has otherwise announced the terms of this deed to the ASX.

(b) Shareholder acknowledges that Bidder and Target intend, upon execution of the Process and Exclusivity Deed to announce the Process and Exclusivity Deed and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:

(1) Shareholder is supportive of the Scheme; and

(2) Shareholder intends to vote all its Voting Shares in favour of the Scheme Resolution,

in each case in the absence of a superior proposal and subject to the Independent Expert concluding and continuing to conclude that the Scheme is in the best interests of Target shareholders (which qualification must be included in any such announcement).

6 Warranty

Shareholder represents and warrants that:

(a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and

(b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

7 Termination

(a) This deed will automatically terminate:

(1) in the circumstances described in clause 3; or

(2) if the SID is terminated.

(b) Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring before such termination.

8 General

(a) Any date, time or period referred to in this deed shall be of the essence except to the extent to which Shareholder and Bidder agree to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

(b) Shareholder consents to Bidder including or referring to this deed in any public announcement.

(c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.

(d) Any term defined in the Corporations Act has the same meaning in this deed.

(e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.

(f) This deed is governed by the laws of Victoria. This document is executed as a deed.

Executed as a deed poll

Executed by **Western Areas Limited ACN 091 049 357** in accordance with s 127(1) of the *Corporations Act 2001*:)
)

....	....
Daniel Lougher	Joseph Belladonna
Signature of Director	Signature of Company Secretary

Voting deed

This deed poll dated 1 May 2019 is made by Capri Trading Pty Ltd ACN 055 702 380 as trustee for The Capri Trust (**Shareholder**) in favour of Wesfarmers Limited (ACN 008 984 049) and its related bodies corporate.

This deed sets out the terms and conditions on which Shareholder agrees to 15,819,029 of its fully paid ordinary shares in Kidman Resources Limited (ACN 143 526 096) (**Target**) held by Shareholder or a nominee or custodian appointed by Shareholder as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Corporations Act**), pursuant to which Wesfarmers Limited (ACN 008 984 049) or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to hold all of the fully paid ordinary shares in Target for a scheme consideration of $1.90 cash (**Offer Price**) per Target fully paid ordinary share (**Scheme**).

Bidder and Target intend to enter into a Process and Exclusivity Deed (**Process and Exclusivity Deed**) which will set out the terms and conditions on which Bidder will be given the exclusive right to conduct due diligence enquiries in relation to Target and on which Bidder and Target will negotiate a Scheme Implementation Deed (**SID**) in relation to the implementation of the Scheme.

1 Voting in favour of Scheme

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) (**Process and Exclusivity Deed Announcement**) by 5.00pm (AEST) on 2 May 2019 that it has entered into the Process and Exclusivity Deed, Shareholder will procure that all the Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that:

(a) by 10.00am (AEST) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is dispatched, the Chairperson of a court-ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme and any other resolution put to Target shareholders at that meeting or at any separate general meeting, that must be approved in order for the Scheme to become effective; and

(b) once such proxy appointment is made, it is not revoked or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representative or otherwise) to vote, or attempt to vote, on that resolution (or, if applicable, those resolutions) other than via the proxy as described in clause 1(a).

2 Acceptance of Takeover Offer

If Bidder makes an announcement to the ASX that it intends to make offers under an off-market takeover bid under Chapter 6 of the Corporations Act to acquire all of the fully paid ordinary shares in Target for a cash price of not less than the Offer Price and otherwise on terms no less favourable to Target shareholders than apply to the transaction described in the SID (**the Takeover Offers**), then Shareholder agrees, in the absence of a superior proposal and subject to an independent expert (if appointed by Target in connection with the Takeover Offers) concluding and continuing to conclude that the Takeover Offers is fair and reasonable to Target shareholders, to accept (or procure the acceptance of) the Takeover Offers in respect of all of the Target Shares on the 5th business day after the Takeover Offers becomes unconditional and open for acceptance, and ensure that such acceptances are not subsequently withdrawn.

3 Limitation on Shareholder's obligations

Notwithstanding any other provision of this deed, this deed will terminate, and all of the Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

(a) the Process and Exclusivity Deed Announcement does not occur by 5.00 pm (AEST) on 2 May 2019;

(b) Target and Bidder do not announce the execution of the SID (which provides for a scheme consideration per share of not less than the Offer Price) on or prior to 5.00 pm (AEST) on the business day after the expiry of the Exclusivity Period (as defined in the Process and Exclusivity Deed (including any extension to the Exclusivity Period of not more than 28 days as may be agreed between Bidder and Target));

(c) either of the Process and Exclusivity Deed or the SID contemplates an Offer Price that is less than $1.90 per Target share;

(d) an independent expert's report concludes (including in any supplementary report) that the Scheme or the Takeover Offers (if an independent expert's report is commissioned by Target in response to the Takeovers Offers) (as applicable) is not in the best interests of Target shareholders or, in the case of the Takeover Offers, fair and reasonable to Target shareholders, other than where the independent expert makes such conclusion as a result of a superior proposal;

(e) either:

(1) there is a superior proposal (however that term is defined in the Process and Exclusivity Deed or the SID, as applicable) that Bidder fails to match after giving effect to any matching rights available to Bidder under the Process and Exclusivity Deed or the SID (as applicable); or

(2) if clause 2 applies, there is a competing proposal (to the Takeover Offers) for Target that is superior to the Takeover Offers; or

(f) either:

(1) the Scheme has not become effective by 30 November 2019; or

(2) if clause 2 applies, the Takeover Offers has not become unconditional by 30 November 2019.

4 Other conduct

For so long as this deed remains in force Shareholder must not:

(a) dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not enter into any discussions or negotiations relating to any possible disposal of the Target Shares;

(b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target (nor permit any of its subsidiaries or related bodies corporate to do so);

(c) take any action or make any public statement which is or would reasonably be expected to be prejudicial to the success of the Scheme (nor permit any of its subsidiaries or related bodies corporate to take any such action or make any such statement);

(d) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the

Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; and

(e) acquire a relevant interest in any additional shares in Target at a price above the Offer Price.

5 Confidentiality

(a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target has otherwise announced the terms of this deed to the ASX.

(b) Shareholder acknowledges that Bidder and Target intend, upon execution of the Process and Exclusivity Deed to announce the Process and Exclusivity Deed and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:

(1) Shareholder is supportive of the Scheme; and

(2) Shareholder intends to vote all its Voting Shares in favour of the Scheme Resolution,

in each case in the absence of a superior proposal and subject to the Independent Expert concluding and continuing to conclude that the Scheme is in the best interests of Target shareholders (which qualification must be included in any such announcement).

6 Warranty

Shareholder represents and warrants that:

(a) it is the legal owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and

(b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

7 Termination

(a) This deed will automatically terminate:

(1) in the circumstances described in clause 3; or

(2) if the SID is terminated.

(b) Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring before such termination.

8 General

(a) Any date, time or period referred to in this deed shall be of the essence except to the extent to which Shareholder and Bidder agree to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

(b) Shareholder consents to Bidder including or referring to this deed in any public announcement.

(c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.

(d) Any term defined in the Corporations Act has the same meaning in this deed.

(e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.

(f) This deed is governed by the laws of Victoria. This document is executed as a deed.

Executed as a deed poll

Executed by **Capri Trading Pty Ltd ACN 055 702 380 in its capacity as trustee for The Capri Trust** in accordance with s 127(1) of the *Corporations Act 2001*:	))

....Signature of Sole Director/Sole Company Secretary

Geoffrey Kinghorn

Voting deed

This deed poll dated 1 May 2019 is made by Penstock Advisory Pty Ltd ACN 139 933 841 (**Shareholder**) in favour of Wesfarmers Limited (ACN 008 984 049) and its related bodies corporate.

This deed sets out the terms and conditions on which Shareholder agrees to vote 2,250,000 of its fully paid ordinary shares in Kidman Resources Limited (ACN 143 526 096) (**Target**) held by Shareholder or a nominee or custodian appointed by Shareholder as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Corporations Act**), pursuant to which Wesfarmers Limited (ACN 008 984 049) or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to hold all of the fully paid ordinary shares in Target for a scheme consideration of $1.90 cash (**Offer Price**) per Target fully paid ordinary share (**Scheme**).

Bidder and Target intend to enter into a Process and Exclusivity Deed (**Process and Exclusivity Deed**) which will set out the terms and conditions on which Bidder will be given the exclusive right to conduct due diligence enquiries in relation to Target and on which Bidder and Target will negotiate a Scheme Implementation Deed (**SID**) in relation to the implementation of the Scheme.

1 Voting in favour of Scheme

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) (**Process and Exclusivity Deed Announcement**) by 5.00pm (AEST) on 2 May 2019 that it has entered into the Process and Exclusivity Deed, Shareholder will procure that all the Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that:

(a) by 10.00am (AEST) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is dispatched, the Chairperson of a court-ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme and any other resolution put to Target shareholders at that meeting or at any separate general meeting, that must be approved in order for the Scheme to become effective; and

(b) once such proxy appointment is made, it is not revoked or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representative or otherwise) to vote, or attempt to vote, on that resolution (or, if applicable, those resolutions) other than via the proxy as described in clause 1(a).

2 Acceptance of Takeover Offer

If Bidder makes an announcement to the ASX that it intends to make offers under an off-market takeover bid under Chapter 6 of the Corporations Act to acquire all of the fully paid ordinary shares in Target for a cash price of not less than the Offer Price and otherwise on terms no less favourable to Target shareholders than apply to the transaction described in the SID (**the Takeover Offers**), then Shareholder agrees, in the absence of a superior proposal and subject to an independent expert (if appointed by Target in connection with the Takeover Offers) concluding and continuing to conclude that the Takeover Offers is fair and reasonable to Target shareholders, to accept (or procure the acceptance of) the Takeover Offers in respect of all of the Target Shares on the 5th business day after the Takeover Offers becomes unconditional and open for acceptance, and ensure that such acceptances are not subsequently withdrawn.

3 Limitation on Shareholder's obligations

Notwithstanding any other provision of this deed, this deed will terminate, and all of the Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

(a) the Process and Exclusivity Deed Announcement does not occur by 5.00 pm (AEST) on 2 May 2019;

(b) Target and Bidder do not announce the execution of the SID (which provides for a scheme consideration per share of not less than the Offer Price) on or prior to 5.00 pm (AEST) on the business day after the expiry of the Exclusivity Period (as defined in the Process and Exclusivity Deed (including any extension to the Exclusivity Period of not more than 28 days as may be agreed between Bidder and Target));

(c) either of the Process and Exclusivity Deed or the SID contemplates an Offer Price that is less than $1.90 per Target share;

(d) an independent expert's report concludes (including in any supplementary report) that the Scheme or the Takeover Offers (if an independent expert's report is commissioned by Target in response to the Takeovers Offers) (as applicable) is not in the best interests of Target shareholders or, in the case of the Takeover Offers, fair and reasonable to Target shareholders, other than where the independent expert makes such conclusion as a result of a superior proposal;

(e) either:

  (1) there is a superior proposal (however that term is defined in the Process and Exclusivity Deed or the SID, as applicable) that Bidder fails to match after giving effect to any matching rights available to Bidder under the Process and Exclusivity Deed or the SID (as applicable); or

  (2) if clause 2 applies, there is a competing proposal (to the Takeover Offers) for Target that is superior to the Takeover Offers; or

(f) either:

  (1) the Scheme has not become effective by 30 November 2019; or

  (2) if clause 2 applies, the Takeover Offers has not become unconditional by 30 November 2019.

4 Other conduct

For so long as this deed remains in force Shareholder must not:

(a) dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not enter into any discussions or negotiations relating to any possible disposal of the Target Shares;

(b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target (nor permit any of its subsidiaries or related bodies corporate to do so);

(c) take any action or make any public statement which is or would reasonably be expected to be prejudicial to the success of the Scheme (nor permit any of its subsidiaries or related bodies corporate to take any such action or make any such statement);

(d) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the

Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; and

(e) acquire a relevant interest in any additional shares in Target at a price above the Offer Price.

5 Confidentiality

(a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target has otherwise announced the terms of this deed to the ASX.

(b) Shareholder acknowledges that Bidder and Target intend, upon execution of the Process and Exclusivity Deed to announce the Process and Exclusivity Deed and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:

(1) Shareholder is supportive of the Scheme; and

(2) Shareholder intends to vote all its Voting Shares in favour of the Scheme Resolution,

in each case in the absence of a superior proposal and subject to the Independent Expert concluding and continuing to conclude that the Scheme is in the best interests of Target shareholders (which qualification must be included in any such announcement).

6 Warranty

Shareholder represents and warrants that:

(a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and

(b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

7 Termination

(a) This deed will automatically terminate:

(1) in the circumstances described in clause 3; or

(2) if the SID is terminated.

(b) Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring before such termination.

8 General

(a) Any date, time or period referred to in this deed shall be of the essence except to the extent to which Shareholder and Bidder agree to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

(b) Shareholder consents to Bidder including or referring to this deed in any public announcement.

(c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.

(d) Any term defined in the Corporations Act has the same meaning in this deed.

(e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.

(f) This deed is governed by the laws of Victoria. This document is executed as a deed.

Executed as a deed poll

Executed by **Penstock Advisory Pty Ltd**)
ACN 139 933 841 in accordance with)
s 127(1) of the *Corporations Act 2001*:

....Signature of Sole Director/Sole Company Secretary

Martin Donohue

[7826244: 23989848_1]

Voting deed

This deed poll dated 1 May 2019 is made by Olivers Hill Pty Ltd ACN 112 436 825 (**Shareholder**) in favour of Wesfarmers Limited (ACN 008 984 049) and its related bodies corporate.

This deed sets out the terms and conditions on which Shareholder agrees to vote 1,665,000 of its fully paid ordinary shares in Kidman Resources Limited (ACN 143 526 096) (**Target**) held by Shareholder or a nominee or custodian appointed by Shareholder as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Corporations Act**), pursuant to which Wesfarmers Limited (ACN 008 984 049) or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to hold all of the fully paid ordinary shares in Target for a scheme consideration of $1.90 cash (**Offer Price**) per Target fully paid ordinary share (**Scheme**).

Bidder and Target intend to enter into a Process and Exclusivity Deed (**Process and Exclusivity Deed**) which will set out the terms and conditions on which Bidder will be given the exclusive right to conduct due diligence enquiries in relation to Target and on which Bidder and Target will negotiate a Scheme Implementation Deed (**SID**) in relation to the implementation of the Scheme.

1 Voting in favour of Scheme

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) (**Process and Exclusivity Deed Announcement**) by 5.00pm (AEST) on 2 May 2019 that it has entered into the Process and Exclusivity Deed, Shareholder will procure that all the Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that:

(a) by 10.00am (AEST) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is dispatched, the Chairperson of a court-ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme and any other resolution put to Target shareholders at that meeting or at any separate general meeting, that must be approved in order for the Scheme to become effective; and

(b) once such proxy appointment is made, it is not revoked or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representative or otherwise) to vote, or attempt to vote, on that resolution (or, if applicable, those resolutions) other than via the proxy as described in clause 1(a).

2 Acceptance of Takeover Offer

If Bidder makes an announcement to the ASX that it intends to make offers under an off-market takeover bid under Chapter 6 of the Corporations Act to acquire all of the fully paid ordinary shares in Target for a cash price of not less than the Offer Price and otherwise on terms no less favourable to Target shareholders than apply to the transaction described in the SID (**the Takeover Offers**), then Shareholder agrees, in the absence of a superior proposal and subject to an independent expert (if appointed by Target in connection with the Takeover Offers) concluding and continuing to conclude that the Takeover Offers is fair and reasonable to Target shareholders, to accept (or procure the acceptance of) the Takeover Offers in respect of all of the Target Shares on the 5th business day after the Takeover Offers becomes unconditional and open for acceptance, and ensure that such acceptances are not subsequently withdrawn.

3 Limitation on Shareholder's obligations

Notwithstanding any other provision of this deed, this deed will terminate, and all of the Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

(a) the Process and Exclusivity Deed Announcement does not occur by 5.00 pm (AEST) on 2 May 2019;

(b) Target and Bidder do not announce the execution of the SID (which provides for a scheme consideration per share of not less than the Offer Price) on or prior to 5.00 pm (AEST) on the business day after the expiry of the Exclusivity Period (as defined in the Process and Exclusivity Deed (including any extension to the Exclusivity Period of not more than 28 days as may be agreed between Bidder and Target));

(c) either of the Process and Exclusivity Deed or the SID contemplates an Offer Price that is less than $1.90 per Target share;

(d) an independent expert's report concludes (including in any supplementary report) that the Scheme or the Takeover Offers (if an independent expert's report is commissioned by Target in response to the Takeovers Offers) (as applicable) is not in the best interests of Target shareholders or, in the case of the Takeover Offers, fair and reasonable to Target shareholders, other than where the independent expert makes such conclusion as a result of a superior proposal;

(e) either:

  (1) there is a superior proposal (however that term is defined in the Process and Exclusivity Deed or the SID, as applicable) that Bidder fails to match after giving effect to any matching rights available to Bidder under the Process and Exclusivity Deed or the SID (as applicable); or

  (2) if clause 2 applies, there is a competing proposal (to the Takeover Offers) for Target that is superior to the Takeover Offers; or

(f) either:

  (1) the Scheme has not become effective by 30 November 2019; or

  (2) if clause 2 applies, the Takeover Offers has not become unconditional by 30 November 2019.

4 Other conduct

For so long as this deed remains in force Shareholder must not:

(a) dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not enter into any discussions or negotiations relating to any possible disposal of the Target Shares;

(b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target (nor permit any of its subsidiaries or related bodies corporate to do so);

(c) take any action or make any public statement which is or would reasonably be expected to be prejudicial to the success of the Scheme (nor permit any of its subsidiaries or related bodies corporate to take any such action or make any such statement);

(d) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the

Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; and

(e) acquire a relevant interest in any additional shares in Target at a price above the Offer Price.

5 Confidentiality

(a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target has otherwise announced the terms of this deed to the ASX.

(b) Shareholder acknowledges that Bidder and Target intend, upon execution of the Process and Exclusivity Deed to announce the Process and Exclusivity Deed and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:

(1) Shareholder is supportive of the Scheme; and

(2) Shareholder intends to vote all its Voting Shares in favour of the Scheme Resolution,

in each case in the absence of a superior proposal and subject to the Independent Expert concluding and continuing to conclude that the Scheme is in the best interests of Target shareholders (which qualification must be included in any such announcement).

6 Warranty

Shareholder represents and warrants that:

(a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and

(b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

7 Termination

(a) This deed will automatically terminate:

(1) in the circumstances described in clause 3; or

(2) if the SID is terminated.

(b) Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring before such termination.

8 General

(a) Any date, time or period referred to in this deed shall be of the essence except to the extent to which Shareholder and Bidder agree to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

(b) Shareholder consents to Bidder including or referring to this deed in any public announcement.

(c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.

(d) Any term defined in the Corporations Act has the same meaning in this deed.

(e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.

(f) This deed is governed by the laws of Victoria. This document is executed as a deed.

Executed as a deed poll

Executed by **Olivers Hill Pty Ltd ACN 112 436 825** in accordance with s 127(1) of the *Corporations Act 2001*:	))

M Donohue

....	....
Signature of Director	Signature of Director/Company Secretary
Martine Donohue	Martin Donohue

[7826244: 23988671_1]

Voting deed

This deed poll dated 1 May 2019 is made by B & K Evans Superannuation Pty Ltd ACN 169 406 482 (**Shareholder**) in favour of Wesfarmers Limited (ACN 008 984 049) and its related bodies corporate.

This deed sets out the terms and conditions on which Shareholder agrees to vote 121,366 of its fully paid ordinary shares in Kidman Resources Limited (ACN 143 526 096) (**Target**) held by Shareholder or a nominee or custodian appointed by Shareholder as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Corporations Act**), pursuant to which Wesfarmers Limited (ACN 008 984 049) or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to hold all of the fully paid ordinary shares in Target for a scheme consideration of $1.90 cash (**Offer Price**) per Target fully paid ordinary share (**Scheme**).

Bidder and Target intend to enter into a Process and Exclusivity Deed (**Process and Exclusivity Deed**) which will set out the terms and conditions on which Bidder will be given the exclusive right to conduct due diligence enquiries in relation to Target and on which Bidder and Target will negotiate a Scheme Implementation Deed (**SID**) in relation to the implementation of the Scheme.

1 Voting in favour of Scheme

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) (**Process and Exclusivity Deed Announcement**) by 5.00pm (AEST) on 2 May 2019 that it has entered into the Process and Exclusivity Deed, Shareholder will procure that all the Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that:

(a) by 10.00am (AEST) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is dispatched, the Chairperson of a court-ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme and any other resolution put to Target shareholders at that meeting or at any separate general meeting, that must be approved in order for the Scheme to become effective; and

(b) once such proxy appointment is made, it is not revoked or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representative or otherwise) to vote, or attempt to vote, on that resolution (or, if applicable, those resolutions) other than via the proxy as described in clause 1(a).

2 Acceptance of Takeover Offer

If Bidder makes an announcement to the ASX that it intends to make offers under an off-market takeover bid under Chapter 6 of the Corporations Act to acquire all of the fully paid ordinary shares in Target for a cash price of not less than the Offer Price and otherwise on terms no less favourable to Target shareholders than apply to the transaction described in the SID (**the Takeover Offers**), then Shareholder agrees, in the absence of a superior proposal and subject to an independent expert (if appointed by Target in connection with the Takeover Offers) concluding and continuing to conclude that the Takeover Offers is fair and reasonable to Target shareholders, to accept (or procure the acceptance of) the Takeover Offers in respect of all of the Target Shares on the 5th business day after the Takeover Offers becomes unconditional and open for acceptance, and ensure that such acceptances are not subsequently withdrawn.

3 Limitation on Shareholder's obligations

Notwithstanding any other provision of this deed, this deed will terminate, and all of the Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

(a) the Process and Exclusivity Deed Announcement does not occur by 5.00 pm (AEST) on 2 May 2019;

(b) Target and Bidder do not announce the execution of the SID (which provides for a scheme consideration per share of not less than the Offer Price) on or prior to 5.00 pm (AEST) on the business day after the expiry of the Exclusivity Period (as defined in the Process and Exclusivity Deed (including any extension to the Exclusivity Period of not more than 28 days as may be agreed between Bidder and Target));

(c) either of the Process and Exclusivity Deed or the SID contemplates an Offer Price that is less than $1.90 per Target share;

(d) an independent expert's report concludes (including in any supplementary report) that the Scheme or the Takeover Offers (if an independent expert's report is commissioned by Target in response to the Takeovers Offers) (as applicable) is not in the best interests of Target shareholders or, in the case of the Takeover Offers, fair and reasonable to Target shareholders, other than where the independent expert makes such conclusion as a result of a superior proposal;

(e) either:

  (1) there is a superior proposal (however that term is defined in the Process and Exclusivity Deed or the SID, as applicable) that Bidder fails to match after giving effect to any matching rights available to Bidder under the Process and Exclusivity Deed or the SID (as applicable); or

  (2) if clause 2 applies, there is a competing proposal (to the Takeover Offers) for Target that is superior to the Takeover Offers; or

(f) either:

  (1) the Scheme has not become effective by 30 November 2019; or

  (2) if clause 2 applies, the Takeover Offers has not become unconditional by 30 November 2019.

4 Other conduct

For so long as this deed remains in force Shareholder must not:

(a) dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not enter into any discussions or negotiations relating to any possible disposal of the Target Shares;

(b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target (nor permit any of its subsidiaries or related bodies corporate to do so);

(c) take any action or make any public statement which is or would reasonably be expected to be prejudicial to the success of the Scheme (nor permit any of its subsidiaries or related bodies corporate to take any such action or make any such statement);

(d) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the

Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; and

(e) acquire a relevant interest in any additional shares in Target at a price above the Offer Price.

5 Confidentiality

(a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target has otherwise announced the terms of this deed to the ASX.

(b) Shareholder acknowledges that Bidder and Target intend, upon execution of the Process and Exclusivity Deed to announce the Process and Exclusivity Deed and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:

(1) Shareholder is supportive of the Scheme; and

(2) Shareholder intends to vote all its Voting Shares in favour of the Scheme Resolution,

in each case in the absence of a superior proposal and subject to the Independent Expert concluding and continuing to conclude that the Scheme is in the best interests of Target shareholders (which qualification must be included in any such announcement).

6 Warranty

Shareholder represents and warrants that:

(a) it is the legal owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and

(b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

7 Termination

(a) This deed will automatically terminate:

(1) in the circumstances described in clause 3; or

(2) if the SID is terminated.

(b) Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring before such termination.

8 General

(a) Any date, time or period referred to in this deed shall be of the essence except to the extent to which Shareholder and Bidder agree to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

(b) Shareholder consents to Bidder including or referring to this deed in any public announcement.

(c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.

(d) Any term defined in the Corporations Act has the same meaning in this deed.

(e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.

(f) This deed is governed by the laws of Victoria. This document is executed as a deed.

Executed as a deed poll

Executed by **B & K Evans Superannuation Pty Ltd ACN 169 406 482** in accordance with s 127(1) of the *Corporations Act 2001*:)
)

....	....
Signature of Director	Signature of Director/Company Secretary
Kylie Evans	Bradley Evans

[7826244: 23988671_1]

Voting deed

This deed poll dated 1 May 2019 is made by John Pizzey (**Shareholder**) in favour of Wesfarmers Limited (ACN 008 984 049) and its related bodies corporate.

This deed sets out the terms and conditions on which Shareholder agrees to vote 55,244 of his fully paid ordinary shares in Kidman Resources Limited (ACN 143 526 096) (**Target**) held by Shareholder or a nominee or custodian appointed by Shareholder as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Corporations Act**), pursuant to which Wesfarmers Limited (ACN 008 984 049) or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to hold all of the fully paid ordinary shares in Target for a scheme consideration of $1.90 cash (**Offer Price**) per Target fully paid ordinary share (**Scheme**).

Bidder and Target intend to enter into a Process and Exclusivity Deed (**Process and Exclusivity Deed**) which will set out the terms and conditions on which Bidder will be given the exclusive right to conduct due diligence enquiries in relation to Target and on which Bidder and Target will negotiate a Scheme Implementation Deed (**SID**) in relation to the implementation of the Scheme.

1 Voting in favour of Scheme

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) (**Process and Exclusivity Deed Announcement**) by 5.00pm (AEST) on 2 May 2019 that it has entered into the Process and Exclusivity Deed, Shareholder will procure that all the Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that:

(a) by 10.00am (AEST) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is dispatched, the Chairperson of a court-ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme and any other resolution put to Target shareholders at that meeting or at any separate general meeting, that must be approved in order for the Scheme to become effective; and

(b) once such proxy appointment is made, it is not revoked or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representative or otherwise) to vote, or attempt to vote, on that resolution (or, if applicable, those resolutions) other than via the proxy as described in clause 1(a).

2 Acceptance of Takeover Offer

If Bidder makes an announcement to the ASX that it intends to make offers under an off-market takeover bid under Chapter 6 of the Corporations Act to acquire all of the fully paid ordinary shares in Target for a cash price of not less than the Offer Price and otherwise on terms no less favourable to Target shareholders than apply to the transaction described in the SID (**the Takeover Offers**), then Shareholder agrees, in the absence of a superior proposal and subject to an independent expert (if appointed by Target in connection with the Takeover Offers) concluding and continuing to conclude that the Takeover Offers is fair and reasonable to Target shareholders, to accept (or procure the acceptance of) the Takeover Offers in respect of all of the Target Shares on the 5th business day after the Takeover Offers becomes unconditional and open for acceptance, and ensure that such acceptances are not subsequently withdrawn.

3 Limitation on Shareholder's obligations

Notwithstanding any other provision of this deed, this deed will terminate, and all of the Shareholder's obligations under it will immediately cease and be of no force or effect, if (and from the time that):

(a) the Process and Exclusivity Deed Announcement does not occur by 5.00 pm (AEST) on 2 May 2019;

(b) Target and Bidder do not announce the execution of the SID (which provides for a scheme consideration per share of not less than the Offer Price) on or prior to 5.00 pm (AEST) on the business day after the expiry of the Exclusivity Period (as defined in the Process and Exclusivity Deed (including any extension to the Exclusivity Period of not more than 28 days as may be agreed between Bidder and Target));

(c) either of the Process and Exclusivity Deed or the SID contemplates an Offer Price that is less than $1.90 per Target share;

(d) an independent expert's report concludes (including in any supplementary report) that the Scheme or the Takeover Offers (if an independent expert's report is commissioned by Target in response to the Takeovers Offers) (as applicable) is not in the best interests of Target shareholders or, in the case of the Takeover Offers, fair and reasonable to Target shareholders, other than where the independent expert makes such conclusion as a result of a superior proposal;

(e) either:

    (1) there is a superior proposal (however that term is defined in the Process and Exclusivity Deed or the SID, as applicable) that Bidder fails to match after giving effect to any matching rights available to Bidder under the Process and Exclusivity Deed or the SID (as applicable); or

    (2) if clause 2 applies, there is a competing proposal (to the Takeover Offers) for Target that is superior to the Takeover Offers; or

(f) either:

    (1) the Scheme has not become effective by 30 November 2019; or

    (2) if clause 2 applies, the Takeover Offers has not become unconditional by 30 November 2019.

4 Other conduct

For so long as this deed remains in force Shareholder must not:

(a) dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not enter into any discussions or negotiations relating to any possible disposal of the Target Shares;

(b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target (nor permit any of its subsidiaries or related bodies corporate to do so);

(c) take any action or make any public statement which is or would reasonably be expected to be prejudicial to the success of the Scheme (nor permit any of its subsidiaries or related bodies corporate to take any such action or make any such statement);

(d) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the

Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; and

(e) acquire a relevant interest in any additional shares in Target at a price above the Offer Price.

5 Confidentiality

(a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target has otherwise announced the terms of this deed to the ASX.

(b) Shareholder acknowledges that Bidder and Target intend, upon execution of the Process and Exclusivity Deed to announce the Process and Exclusivity Deed and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:

(1) Shareholder is supportive of the Scheme; and

(2) Shareholder intends to vote all its Voting Shares in favour of the Scheme Resolution,

in each case in the absence of a superior proposal and subject to the Independent Expert concluding and continuing to conclude that the Scheme is in the best interests of Target shareholders (which qualification must be included in any such announcement).

6 Warranty

Shareholder represents and warrants that:

(a) he is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and

(b) he does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

7 Termination

(a) This deed will automatically terminate:

(1) in the circumstances described in clause 3; or

(2) if the SID is terminated.

(b) Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring before such termination.

8 General

(a) Any date, time or period referred to in this deed shall be of the essence except to the extent to which Shareholder and Bidder agree to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

(b) Shareholder consents to Bidder including or referring to this deed in any public announcement.

(c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.

(d) Any term defined in the Corporations Act has the same meaning in this deed.

(e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.

(f) This deed is governed by the laws of Victoria. This document is executed as a deed.

Executed as a deed poll

Signed sealed and delivered by John Pizzey in the presence of:)
)
)..

....

Witness

Voting deed

This deed poll dated 1 May 2019 is made by Yalambie Pty Ltd ACN 108 964 870 (**Shareholder**) in favour of Wesfarmers Limited (ACN 008 984 049) and its related bodies corporate.

This deed sets out the terms and conditions on which Shareholder agrees to vote 35,500 of its fully paid ordinary shares in Kidman Resources Limited (ACN 143 526 096) (**Target**) held by Shareholder or a nominee or custodian appointed by Shareholder as at the date of this deed (**Target Shares**) in favour of a scheme of arrangement between Target and its shareholders under Part 5.1 of the *Corporations Act 2001* (Cth) (**Corporations Act**), pursuant to which Wesfarmers Limited (ACN 008 984 049) or one of its related bodies corporate (**Bidder**) would acquire or otherwise come to hold all of the fully paid ordinary shares in Target for a scheme consideration of $1.90 cash (**Offer Price**) per Target fully paid ordinary share (**Scheme**).

Bidder and Target intend to enter into a Process and Exclusivity Deed (**Process and Exclusivity Deed**) which will set out the terms and conditions on which Bidder will be given the exclusive right to conduct due diligence enquiries in relation to Target and on which Bidder and Target will negotiate a Scheme Implementation Deed (**SID**) in relation to the implementation of the Scheme.

1 Voting in favour of Scheme

Subject to Target releasing a public announcement to the Australian Securities Exchange (**ASX**) (**Process and Exclusivity Deed Announcement**) by 5.00pm (AEST) on 2 May 2019 that it has entered into the Process and Exclusivity Deed, Shareholder will procure that all the Target Shares are voted in favour of the Scheme, and in particular, Shareholder must procure that:

(a) by 10.00am (AEST) on the date that is 5 business days after the date on which the notice of meeting for the Scheme is dispatched, the Chairperson of a court-ordered meeting of Target shareholders to consider and vote on the Scheme is appointed as sole proxy (with appropriate directions) to vote all of the Target Shares in favour of the resolution to approve the Scheme and any other resolution put to Target shareholders at that meeting or at any separate general meeting, that must be approved in order for the Scheme to become effective; and

(b) once such proxy appointment is made, it is not revoked or varied and Shareholder will not attend the meeting (or meetings) in person (whether by attorney, corporate representative or otherwise) to vote, or attempt to vote, on that resolution (or, if applicable, those resolutions) other than via the proxy as described in clause 1(a).

2 Acceptance of Takeover Offer

If Bidder makes an announcement to the ASX that it intends to make offers under an off-market takeover bid under Chapter 6 of the Corporations Act to acquire all of the fully paid ordinary shares in Target for a cash price of not less than the Offer Price and otherwise on terms no less favourable to Target shareholders than apply to the transaction described in the SID (**the Takeover Offers**), then Shareholder agrees, in the absence of a superior proposal and subject to an independent expert (if appointed by Target in connection with the Takeover Offers) concluding and continuing to conclude that the Takeover Offers is fair and reasonable to Target shareholders, to accept (or procure the acceptance of) the Takeover Offers in respect of all of the Target Shares on the 5th business day after the Takeover Offers becomes unconditional and open for acceptance, and ensure that such acceptances are not subsequently withdrawn.

3 Limitation on Shareholder’s obligations

Notwithstanding any other provision of this deed, this deed will terminate, and all of the Shareholder’s obligations under it will immediately cease and be of no force or effect, if (and from the time that):

(a) the Process and Exclusivity Deed Announcement does not occur by 5.00 pm (AEST) on 2 May 2019;

(b) Target and Bidder do not announce the execution of the SID (which provides for a scheme consideration per share of not less than the Offer Price) on or prior to 5.00 pm (AEST) on the business day after the expiry of the Exclusivity Period (as defined in the Process and Exclusivity Deed (including any extension to the Exclusivity Period of not more than 28 days as may be agreed between Bidder and Target));

(c) either of the Process and Exclusivity Deed or the SID contemplates an Offer Price that is less than $1.90 per Target share;

(d) an independent expert's report concludes (including in any supplementary report) that the Scheme or the Takeover Offers (if an independent expert's report is commissioned by Target in response to the Takeovers Offers) (as applicable) is not in the best interests of Target shareholders or, in the case of the Takeover Offers, fair and reasonable to Target shareholders, other than where the independent expert makes such conclusion as a result of a superior proposal;

(e) either:

  (1) there is a superior proposal (however that term is defined in the Process and Exclusivity Deed or the SID, as applicable) that Bidder fails to match after giving effect to any matching rights available to Bidder under the Process and Exclusivity Deed or the SID (as applicable); or

  (2) if clause 2 applies, there is a competing proposal (to the Takeover Offers) for Target that is superior to the Takeover Offers; or

(f) either:

  (1) the Scheme has not become effective by 30 November 2019; or

  (2) if clause 2 applies, the Takeover Offers has not become unconditional by 30 November 2019.

4 Other conduct

For so long as this deed remains in force Shareholder must not:

(a) dispose of, agree to, or offer to, dispose of, lend, part with possession of or encumber any of the Target Shares (or any interest in them), except pursuant to the implementation of the Scheme, and must not enter into any discussions or negotiations relating to any possible disposal of the Target Shares;

(b) without the prior written consent of Bidder, requisition or join in the requisition of any general or class meeting of Target (nor permit any of its subsidiaries or related bodies corporate to do so);

(c) take any action or make any public statement which is or would reasonably be expected to be prejudicial to the success of the Scheme (nor permit any of its subsidiaries or related bodies corporate to take any such action or make any such statement);

(d) approach or solicit inquiries from any person other than Bidder in relation to a proposal to acquire, deal with or execute any rights in relation to any or all of the

Target Shares or participate in any discussions or negotiations, provide any information or take any other action to facilitate any such person making such a proposal; and

(e) acquire a relevant interest in any additional shares in Target at a price above the Offer Price.

5 Confidentiality

(a) Shareholder agrees to keep this deed confidential until Bidder has given a substantial holding notice to the ASX (which attaches a copy of this deed) in respect of the relevant interest which Bidder acquires as a result of this deed or until Bidder or Target has otherwise announced the terms of this deed to the ASX.

(b) Shareholder acknowledges that Bidder and Target intend, upon execution of the Process and Exclusivity Deed to announce the Process and Exclusivity Deed and the proposed Scheme, which announcement will include reference to the terms of this deed. For so long this deed remains in force and effect, Shareholder consents to the disclosure of the existence and terms of this deed and the inclusion in any public announcement or document prepared in connection with the Scheme issued by Bidder or Target of statements that:

(1) Shareholder is supportive of the Scheme; and

(2) Shareholder intends to vote all its Voting Shares in favour of the Scheme Resolution,

in each case in the absence of a superior proposal and subject to the Independent Expert concluding and continuing to conclude that the Scheme is in the best interests of Target shareholders (which qualification must be included in any such announcement).

6 Warranty

Shareholder represents and warrants that:

(a) it is the legal and beneficial owner of the Target Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person; and

(b) it does not have any voting power (as that term is defined in section 610 of the Corporations Act) in Target other than the voting power attaching to the Target Shares.

7 Termination

(a) This deed will automatically terminate:

(1) in the circumstances described in clause 3; or

(2) if the SID is terminated.

(b) Termination of this deed will be without prejudice to Bidder's rights and remedies in respect of any breach by Shareholder occurring before such termination.

8 General

(a) Any date, time or period referred to in this deed shall be of the essence except to the extent to which Shareholder and Bidder agree to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

(b) Shareholder consents to Bidder including or referring to this deed in any public announcement.

(c) Shareholder agrees that damages would not be an adequate remedy for breach of the undertakings in this deed.

(d) Any term defined in the Corporations Act has the same meaning in this deed.

(e) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.

(f) This deed is governed by the laws of Victoria. This document is executed as a deed.

Executed as a deed poll

Executed by **Yalambie Pty Ltd ACN 108 964 870** in accordance with s 127(1) of the *Corporations Act 2001*:)
)

....	....
Signature of Director	Signature of Director/Company Secretary
Betty Annette Pizzey	George John Pizzey

[7826244: 23988671_1]

ANNEXURE "B"

Name	ACN	Address
Wesfarmers Limited	008 984 049	Level 14, Brookfield Place Tower 2, 123 St Georges Terrace, Perth WA 6000

Name	ACN/ARSN	Address
Subsidiary Companies of Wesfarmers Limited:		All of Level 14, Brookfield Place Tower 2, 123 St Georges Terrace, Perth WA 6000 unless otherwise specified
ACN 003 921 873 PTY LIMITED	003 921 873	
ACN 004 191 646 PTY LTD (formerly Lumley Corporation Pty Limited)	004 191 646	
ACN 007 870 484 PTY LTD (formerly Harris Technology Pty Ltd)	007 870 484	
ACN 008 734 567 PTY LTD	008 734 567	
ACN 061 462 593 PTY LTD (formerly Mycar Automotive Pty Ltd)	061 462 593	
ACN 092 194 904 PTY LTD (formerly Harris Technology (NZ) Pty Ltd)	092 194 904	
ACN 112 719 918 PTY LTD	112 719 918	
AEC ENVIRONMENTAL PTY LTD	130 561 358	
ANKO GLOBAL HOLDINGS PTY LTD	167 973 408	
ANKO RETAIL INCORPORATED		The Incorporated Trust Company, Corporation Trust Centre, 1209 Orange Street, Delaware, 19801, USA
AUSTRALIAN GOLD REAGENTS PTY LTD	009 140 121	
AUSTRALIAN GRAPHICS PTY LTD	128 593 724	
AUSTRALIAN INTERNATIONAL INSURANCE LIMITED	006 544 690	
AUSTRALIAN UNDERWRITING HOLDINGS LIMITED	005 961 302	
AUSTRALIAN UNDERWRITING SERVICES PTY LTD	079 021 426	
AUSTRALIAN VINYLS CORPORATION PTY LTD	078 558 595	
AVC HOLDINGS PTY LTD	099 222 456	
AVC TRADING PTY LTD	099 189 072	
BBC HARDWARE LIMITED	000 003 378	
BBC HARDWARE PROPERTIES (NSW) PTY LIMITED	079 661 144	
BBC HARDWARE PROPERTIES (VIC) PTY LIMITED	079 668 652	
BLACKWOODS 4PL PTY LTD (formerly WIS Australia Pty Ltd)	160 149 842	
BLACKSMITH JACKS PTY LTD	115 803 659	
BLACKWOODS TRAINING PTY LTD	113 305 909	
BLACKWOODS XPRESS PTY LTD	161 187 391	
BPI MANAGEMENT PTY LTD	164 104 849	
BPI NO 1 PTY LTD	162 491 072	
BUKI (AUSTRALIA) PTY LTD	610 588 586	
BULLIVANTS INTERNATIONAL PTY LTD	165 161 142	
BULLIVANTS PTY LIMITED	087 887 072	
BUNNINGS (NZ) LIMITED		PricewaterhouseCoopers New Zealand Level 22, 188 Quay Street, Auckland, 1010, New Zealand
BUNNINGS GROUP LIMITED	008 672 179	
BUNNINGS JOONDALUP PTY LTD	156 559 090	
BUNNINGS LIMITED		PricewaterhouseCoopers New Zealand Level 22, 188 Quay Street, Auckland, 1010, New Zealand
BUNNINGS MANAGEMENT SERVICES PTY LTD	008 683 387	
BUNNINGS MANUFACTURING PTY LTD	008 685 238	
BUNNINGS PROPERTIES PTY LTD	008 557 622	
BWP MANAGEMENT LIMITED	082 856 424	
C S HOLDINGS PTY LIMITED	001 139 751	
CAMPBELLS HARDWARE & TIMBER PTY LIMITED	056 937 636	
CGNZ FINANCE LIMITED		PricewaterhouseCoopers New Zealand Level 22, 188 Quay Street, Auckland, 1010, New Zealand
CHEMICAL HOLDINGS KWINANA PTY LTD	009 187 375	
CMNZ INVESTMENTS PTY LTD	065 288 002	
CONSORTIUMCO PTY LTD	124 714 736	
COO-EE INVESTMENTS PTY LIMITED	008 397 297	
COREGAS NZ LIMITED		PricewaterhouseCoopers New Zealand Level 22, 188 Quay Street, Auckland, 1010, New Zealand
COREGAS PTY LTD	001 255 312	
CSBP AMMONIA TERMINAL PTY LTD	009 387 615	
CSBP LIMITED	008 668 371	

Name	ACN/ARSN	Address
Subsidiary Companies of Wesfarmers Limited:		All of Level 14, Brookfield Place Tower 2, 123 St Georges Terrace, Perth WA 6000 unless otherwise specified
CTE PTY LTD	005 744 374	
CUMING SMITH AND COMPANY LIMITED	004 048 319	
DAIRY PROPERTIES PTY LTD	158 255 933	
DOWD CORPORATION PTY LTD	005 744 561	
EASTFARMERS PTY LTD	008 713 326	
ECC PTY LTD	086 002 057	
ENV.AUSTRALIA PTY LTD	091 839 520	
ENVIRONMENTAL AND LICENSING PROFESSIONALS PTY LTD	010 095 379	
FIF INVESTMENTS PTY LIMITED	089 634 239	
FOSSEYS (AUSTRALIA) PTY LTD	000 142 665	
GEEKS2U HOLDINGS PTY LIMITED	627 234 253	
GEEKS2U INTERNATIONAL PTY LIMITED	622 053 007	
GEEKS2U IP PTY LIMITED	099 375 658	
GEEKS2U NZ LIMITED		PricewaterhouseCoopers New Zealand Level 22, 188 Quay Street, Auckland, 1010, New Zealand
GEEKS2U PTY LIMITED	125 370 434	
GEEKS2U UK LIMITED		Cornwall Court, 19 Cornwall Street, Birmingham, B3 2DT, United Kingdom
GPML PTY LTD	003 344 312	
GREENCAP HOLDINGS LIMITED	006 631 769	
GREENCAP PTY LTD	006 318 010	
HOUSEWORKS CO PTY LTD	009 403 374	
HOWARD SMITH LIMITED	004 071 845	
INCORPORATEWEAR LIMITED		Edison Road, Hams Hall Distribution Park, Coleshill, West Midlands, United Kingdom, B46 1DA
INCORPORATEWEAR, UNIPESSOAL LDA		Travessa Coração de Jesus, no. 92, Porto, Paços de Ferreir, Freamunde, 4590 370 Freamunde, Portugal
J BLACKWOOD & SON PTY LTD	000 010 300	
KAS DIRECT SOURCING PRIVATE LIMITED		1st Floor, Building No 10b, Dlf Cyber City, Phase - Ii, Gurgaon, Haryana, India
KAS GLOBAL TRADING PTY LIMITED		23/F, Tower B, Manulife Financial Centre, 223-231 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong
KAS INTERNATIONAL SOURCING BANGLADESH PVT LTD		Symphony Tower, 7th Floor, Plot-Se(F)09, Road-142, South Avenue, Gulshan-1, Dhaka-1215, Dhaka, Bangladesh
KAS INTERNATIONAL TRADING (SHANGHAI) COMPANY LIMITED		Room 717, Building 1, Yes Commercial Building, No 399 Kaixuan Road, Changning District, Shanghai, China
KAS PTY LIMITED		23/F, Tower B, Manulife Financial Centre, 223-231 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong
KAS SERVICES INDIA PRIVATE LIMITED		No 164, 9th Cross, Indiranagar, 1st Stage, Binnamangala Extension, Bangalore 560038, Karnataka
KLEENHEAT PTY LTD (formerly Wesfarmers Bioenergy Pty Ltd)	126 945 088	
KMART AUSTRALIA LIMITED	004 700 485	
KMART GROUP ASIA PTY LTD (formerly Coles Group Asia Pty Ltd)	004 242 693	
KMART HOLDINGS PTY LTD	627 042 460	
KMART NZ HOLDINGS LIMITED (formerly Cole s Group New Zealand Holdings Limited)		PricewaterhouseCoopers New Zealand Level 22, 188 Quay Street, Auckland, 1010, New Zealand
KWINANA NITROGEN COMPANY PROPRIETARY LIMITED	008 693 570	
LAWVALE PTY LTD	007 120 603	
LIFTCO PTY LIMITED	087 886 986	
LOGGIA PTY LTD	009 197 273	
MANACOL PTY LIMITED	114 552 251	
MASTERS HARDWARE LIMITED		Central Business Park, Building 1, Level 3, 660 Great South Road, Ellerslie, Auckland 1051, New Zealand
MASTERS HOME IMPROVEMENTS LIMITED		Central Business Park, Building 1, Level 3, 660 Great South Road, Ellerslie, Auckland 1051, New Zealand
MC2 PACIFIC PTY LTD	113 305 892	
MEREDITH DISTRIBUTION (NSW) PTY LTD	097 589 538	
MEREDITH DISTRIBUTION PTY LTD	084 560 565	
MILLARS (WA) PTY LTD	008 734 683	
MODWOOD TECHNOLOGIES PTY LTD	094 868 201	

Name	ACN/ARSN	Address
Subsidiary Companies of Wesfarmers Limited:		All of Level 14, Brookfield Place Tower 2, 123 St Georges Terrace, Perth WA 6000 unless otherwise specified
NEAT N' TRIM UNIFORMS PTY LTD	083 439 301	
NZ FINANCE HOLDINGS PTY LIMITED		PricewaterhouseCoopers New Zealand Level 22, 188 Quay Street, Auckland, 1010, New Zealand
OFFICEWORKS BUSINESSDIRECT PTY LTD	061 239 807	
OFFICEWORKS HOLDINGS PTY LTD	627 042 497	
OFFICEWORKS LTD (formerly Officeworks Superstores Pty Ltd)	004 763 526	
OFFICEWORKS PROPERTY PTY LTD	157 713 114	
OFFICEWORKS NZ LIMITED		PricewaterhouseCoopers New Zealand Level 22, 188 Quay Street, Auckland, 1010, New Zealand
PAILOU PTY LTD	009 197 282	
PATRICK OPERATIONS PTY LTD	000 163 128	
PETERSEN BROS PTY LTD	009 679 903	
PREMIER POWER SALES PTY LTD	065 618 019	
PROTECTOR ALSAFE PTY LTD	007 000 624	
PROTEX HEALTHCARE (AUS) PTY LTD	100 207 181	
PT BLACKWOODS INDONESIA		Spazio Office Building, Lantai 6, Unit SO-641 & SO-642, Jl. Mayjend Yono Soewoyo Kav. 3, Pradah Kalikendal, Dukuh Pakis, Kota Surabaya, Indonesia
R & N PALMER PTY LTD	008 680 500	
RAPID EVACUATION TRAINING SERVICES PTY LTD	154 204 289	
RELATIONSHIP SERVICES PTY LIMITED	062 806 893	
RETAIL AUSTRALIA CONSORTIUM PTY LTD	126 203 405	
RETAIL INVESTMENTS PTY LTD	065 072 200	
SBS RURAL IAMA PTY LIMITED	008 978 916	
SCONES JAM N CREAM PTY LTD	158 256 510	
SELLERS (SA) PTY LTD	007 733 539	
SHARE NOMINEES LIMITED	008 906 689	
SOTICO PTY LTD	008 665 898	
TARGET AUSTRALIA PTY LTD	004 250 944	
TARGET AUSTRALIA SOURCING (SHANGHAI) CO LTD (formerly TGT Business Consulting Services (Shanghai) Co Ltd)		16/F, One Prime Building, No. 1361 North SiChuan Road, Honk Kou District, Shanghai, PRC200080
TARGET AUSTRALIA SOURCING LIMITED (formerly TGT Sourcing Asia Limited)		1009-1023A, Trade Square, 681 Cheung Sha Wan Road, Cheung Sha Wan, Kowloon
TARGET HOLDINGS PTY LTD	627 042 353	
THE BUILDERS WAREHOUSE GROUP PTY LIMITED	057 998 740	
THE WESTRALIAN FARMERS LIMITED	603 875 878	
THE WORKWEAR GROUP HK LIMITED (formerly TGT Procurement Asia Limited)		812 Silvercord, Tower 1, 30 Canton Road, Tsimshatsui, Kowloon, Hong Kong
THE WORKWEAR GROUP HOLDING PTY LTD (formerly Expresspak Pty Ltd)	154 382 386	
THE WORKWEAR GROUP PTY LTD	004 055 387	
TRIMEVAC PTY LTD	050 539 565	
TYREMASTER (WHOLESALE) PTY LTD	000 781 037	
UCONE PTY LTD	002 534 278	
VALIDUS GROUP PTY LTD	125 548 656	
VALLEY INVESTMENTS PTY LTD	001 508 345	
VIKING DIRECT PTY LIMITED	061 186 098	
W4K.WORLD 4 KIDS PTY LTD	006 352 549	
WESFARMERS AGRIBUSINESS LIMITED	008 747 126	
WESFARMERS BENGALLA LIMITED	008 744 278	
WESFARMERS BENGALLA MANAGEMENT PTY LTD	609 418 680	
WESFARMERS BUNNINGS LIMITED	008 673 363	
WESFARMERS CHEMICAL US HOLDINGS CORP		Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware County of New Castle, FO, 19808, United States
WESFARMERS CHEMICALS, ENERGY & FERTILISERS LIMITED	008 797 402	
WESFARMERS COAL RESOURCES PTY LTD	009 030 139	
WESFARMERS DEPARTMENT STORES HOLDINGS PTY LTD	627 042 308	
WESFARMERS EMERGING VENTURES PTY LTD (formerly Wesfarmers Finance Pty Ltd)	105 421 396	
WESFARMERS ENERGY (GAS SALES) PTY LTD	058 451 997	
WESFARMERS ENERGY (INDUSTRIAL GAS) PTY LTD	102 943 626	
WESFARMERS FERTILIZERS PTY LTD	008 741 160	
WESFARMERS GAS LIMITED	008 795 471	

Name	**ACN/ARSN**	**Address**
Subsidiary Companies of Wesfarmers Limited:		All of Level 14, Brookfield Place Tower 2, 123 St Georges Terrace, Perth WA 6000 unless otherwise specified
WESFARMERS HOLDINGS PTY LTD	094 800 665	
WESFARMERS INDUSTRIAL & SAFETY HOLDINGS NZ LIMITED		PricewaterhouseCoopers New Zealand Level 22, 188 Quay Street, Auckland, 1010, New Zealand
WESFARMERS INDUSTRIAL & SAFETY NZ LIMITED		PricewaterhouseCoopers New Zealand Level 22, 188 Quay Street, Auckland, 1010, New Zealand
WESFARMERS INDUSTRIAL AND SAFETY PTY LTD	137 253 528	
WESFARMERS INSURANCE INVESTMENTS PTY LTD	105 168 876	
WESFARMERS INTERNATIONAL HOLDINGS PTY LTD	006 233 736	
WESFARMERS INVESTMENTS PTY LTD	078 120 877	
WESFARMERS KLEENHEAT GAS PTY LTD	008 679 543	
WESFARMERS LIMITED	008 984 049	
WESFARMERS LNG PTY LTD	096 080 205	
WESFARMERS LOYALTY MANAGEMENT PTY LTD	149 183 308	
WESFARMERS LPG PTY LTD	009 214 831	
WESFARMERS OIL & GAS PTY LTD	606 554 885	
WESFARMERS PRIVATE EQUITY PTY LTD	088 942 269	
WESFARMERS PROVIDENT FUND PTY LTD	008 679 329	
WESFARMERS RESOURCES LIMITED	096 857 126	
WESFARMERS RETAIL HOLDINGS PTY LTD	126 199 022	
WESFARMERS RETAIL PTY LTD	097 092 085	
WESFARMERS RISK MANAGEMENT (SINGAPORE) PTE LTD		Capitagreen, ##07-01, 138 Market Street, Singapore 048946
WESFARMERS RISK MANAGEMENT LIMITED		4th Floor, Washington House, 16 Church Street, Hamilton HM11, Bermuda
WESFARMERS SECURITIES MANAGEMENT PTY LTD	095 800 212	
WESFARMERS SUPERANNUATION PTY LTD	050 218 972	
WESFARMERS TRANSPORT LIMITED	008 670 077	
WESKEM PTY LTD	009 207 470	
WESTRALIAN FARMERS SUPERPHOSPHATES LIMITED	008 667 847	
WEV CAPITAL INVESTMENTS PTY LTD	166 442 762	
WFCL INVESTMENTS PTY LTD	009 287 245	
WIS INTERNATIONAL PTY LTD	147 115 704	
WIS SOLUTIONS PTY LTD	128 762 185	
WIS SUPPLY CHAIN MANAGEMENT (SHANGHAI) CO LTD		Room B, C, D, E, 14th Floor, Union Square (New Mei Shuang Tower), 999 Pudong South Road, China (Shanghai) Pilot Free Trade Zone
WPP HOLDINGS PTY LTD	126 203 512	
WWG MIDDLE EAST APPAREL TRADING LLC		Suite 1402/38, Emaar Boulevard Tower One, Dubai, United Arab Emirates
XCC (RETAIL) PTY LTD	009 449 558	
YAKKA PTY LIMITED	004 251 852	

This is the annexure of 4 pages marked "B" referred to in the Form 603, Notice of initial substantial shareholder signed by me and dated 2 May 2019.

LINDA JAYNE KENYON
SECRETARY
WESFARMERS LIMITED