



A.C.N. 119 057 457

A non-renounceable pro-rata rights issue of one (1) new Share for every ten (10) Shares held by Qualifying Shareholders as at 5.00pm WST on 7 January 2021 at an issue price of \$0.03 per Share to raise approximately \$2,269,296 (before expenses of the Issue).

The Issue is fully underwritten by Peloton Capital Pty Ltd.

OFFER DOCUMENT

THE SECURITIES OFFERED BY THIS OFFER DOCUMENT ARE OF A SPECULATIVE NATURE.

IMPORTANT NOTICE

This Offer is being made without disclosure to investors under Part 6D.2 of the Corporations Act. This Offer is being made in accordance with section 708AA of the Corporations Act and does not require disclosure under a disclosure document.

The purpose of this Offer Document is to summarise the details of the Offer. This Offer Document is not a disclosure document for the purposes of the Corporations Act.

This Offer Document should be read carefully. If you are in any doubt as to the contents of this Offer Document you should consult your stockbroker or other professional adviser without delay.

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DISCLAIMER

No person is authorised to give any information or make any representation in connection with the Offer that is not contained in this Offer Document. Any information or representation not contained in this Offer Document may not be relied upon as having been authorised by the Company in connection with the Offer. Neither the Company nor any other person warrants the future performance of the Company or any return on any investment made under this Offer Document except as required by law, and then only to the extent so required.

Any forecast or any forward-looking statement contained in this Offer Document may involve significant elements of subjective judgement and assumption as to future events which may or may not be correct, and there are usually differences between forecasts and actual results because events and actual circumstances frequently do not occur as forecast and these differences may be material. Nothing contained in this Offer Document is, or may be relied on as, a promise or representation as to the future.

The information contained in this Offer Document does not purport to constitute all the information that you may require to enable you to evaluate effectively and completely whether to take up additional Shares under the Offer. In preparing this Offer Document, the Company has not taken into account the investment objectives, financial situation or particular needs of any particular person. Accordingly, before acting on this Offer Document, you should assess whether a further investment in the Company would be appropriate in light of your own financial circumstances.

Except to the extent prohibited by law, the Company, its officers, employees and advisers disclaim all liability that may otherwise arise due to any of the information in this Offer Document being inaccurate or incomplete.

IMPORTANT NOTICE

This Offer Document is dated 22 December 2020.

The ASIC and ASX take no responsibility for the contents of this Offer Document.

This Offer Document contains an offer to Shareholders of the Company as at 5.00pm WST on the Record Date whose registered addresses are in Australia and New Zealand (**Qualifying Shareholders**). Distribution of this Offer Document in jurisdictions outside Australia and New Zealand may be restricted by law and persons who come into possession of this Offer Document should seek advice and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws. This Offer Document does not constitute an offer in any place in which, or to any person to whom, it would not be lawful to make the Offer. No action has been taken to register this Offer Document or the Shares or to otherwise permit an offering of the Shares in any jurisdiction outside of Australia or New Zealand.

A copy of this Offer Document will be posted to all Qualifying Shareholders. An electronic version of this Offer Document will also be emailed to Qualifying Shareholders who have provided Advance Share Registry Services with their email address and may also be viewed by Qualifying Shareholders by accessing their secure electronic account with Advance Share Registry Services. Qualifying Shareholders who access the electronic version of this Offer Document should ensure that they download and read the entire document. A personalised Entitlement & Acceptance

Form will accompany the paper copy of this Offer document which is mailed to all Qualifying Shareholders and the electronic copy of the Offer Document which is sent to Qualifying Shareholders by email or accessed by Qualifying Shareholders from their secure electronic account with Advance Share Registry Services.

Qualifying Shareholders should read this Offer Document in its entirety and, if in any doubt, consult with their professional advisers before deciding whether to apply for Shares. There are risks associated with an investment in the Company and the Shares offered under this Offer Document must be regarded as a speculative investment. It is important that Qualifying Shareholders consider the risk factors set out in section 2.23 of this Offer Document, as well as any other risks which could adversely affect the financial performance of the Company or the value of an investment in Shares of the Company. The Shares offered under this Offer Document carry no guarantee with respect to return on capital investment or the future value of the Shares.

DISCLOSURE

This Offer Document is not a disclosure document for the purposes of the Corporations Act. The Offer contained in this Offer Document is being made without disclosure to investors under Part 6D.2 of the Corporations Act. The Offer is being made in accordance with section 708AA of the Corporations Act, which exempts the need for disclosure under a disclosure document.

As at the date of this Offer Document, the Company has complied with the provisions of Chapter 2M of the Corporations Act as they apply to the Company, and section 674 of the Corporations Act.

As at the date of this Offer Document, there is no excluded information as described in section 708AA(8) and (9) of the Corporations Act.

DEFINITIONS AND ABBREVIATIONS

Certain abbreviations and other defined terms are used throughout this Offer Document. Defined terms are generally identifiable by the use of an upper case first letter. Details of the definitions and abbreviations used are set out in section 4 of this Offer Document.

1. CHAIRMAN'S LETTER



22 December 2020

Dear Shareholders

NON-RENOUNCEABLE RIGHTS ISSUE

The purpose of this fully underwritten Rights Issue is to fund the following:

1. exploration and mobilisation costs at Longland Resources Ltd's ("Longland") Ryberg (Ni-Cu-Co-PGE-Au) and Mestersvig (Pb-Zn) projects in East Greenland;
2. administrative costs and expenses and ongoing working capital to cover operating expenses; and
3. the costs of this Offer.

Conico Ltd completed its acquisition of 100% of Longland Resources on 2 November 2020.

The Directors have decided to proceed with this Rights Issue ahead of mobilizing for the 2021 Greenland field season which is due to commence earlier than previously thought, around March-April 2021 at Mestersvig and in May-June 2021 at Ryberg.

Tasman Resources Ltd, the Company's largest Shareholder, as well as the directors of Conico (and their associated companies or trusts), have indicated that they each intend to support this Rights Issue and to take up some, if not all, of their respective Entitlements.

I urge Shareholders to read this Offer Document carefully, and I commend this Rights Issue to you.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Gregory H. Solomon', is written over a light yellow rectangular background.

Gregory H. Solomon
Chairman

2. DETAILS OF THE OFFER

2.1. KEY POINTS

A non-renounceable pro-rata rights issue of one (1) new Share for every ten (10) Shares held by Qualifying Shareholders as at 5.00pm WST on 7 January 2021 at an issue price of \$0.03 per Share, to raise approximately \$2,269,297 (before expenses of the Offer).

Share Issue Price	\$0.03 per new Share
Qualifying Shareholder Entitlement	One (1) new Share for every ten (10) Shares held as at 5.00 pm WST on the Record Date*
Number of Shares to be issued pursuant to this Issue*	Approximately 75,643,232
Approximate amount to be raised pursuant to this Issue* (before expenses of the Offer and assuming the Offer is fully subscribed)	\$2,269,297

*In calculating Entitlements under the Offer, fractions will be rounded up to the nearest whole number.

These figures assume that none of the existing Options on issue in the Company are converted to Shares prior to the Record Date. If this occurs, the number of Shares, and the amount raised under the Issue, may increase.

2.2. TIMETABLE

Offer announcement and lodgement of Appendix 3B at ASX	15 December 2020
Lodgement of Offer Document and cleansing notice with ASX	22 December 2020
Ex Date	6 January 2021
Record Date for determining Entitlements to participate in Offer (at 5.00 pm WST)	7 January 2021
Despatch of Offer Document to Qualifying Shareholders	11 January 2021
Closing Date for acceptance of Offer and payment in full (at 5.00pm WST)	29 January 2021
If agreed by ASX, Shares quoted on a deferred settlement basis	1 February 2021
Announcement of results of Rights Issue	3 February 2021
Issue Date and Appendix 2A lodged with ASX (end of any deferred settlement trading) and dispatch of holding statements	5 February 2021

These dates are subject to change and are indicative only. The Company reserves the right to amend this indicative timetable. In particular, the Company reserves the right, subject to the Corporations Act and the Listing Rules, to extend the Closing Date, to accept late Entitlement and Acceptance Forms either generally or in particular cases, or to withdraw or reduce the size of the Offer without prior notice. Any extension of the Closing Date will have a consequential effect on the date for the issue of new Shares.

2.3. PURPOSE OF THE ISSUE

The funds raised under this Issue are to augment the existing funds held by the Company (including those raised under the December 2020 Placement) to enable the Company:

- (a) to fund exploration and mobilisation costs at Longland Resources' Ryberg (Ni-Cu-Co-PGE-Au) and Mestersvig (Pb-Zn) projects in East Greenland;

- (b) to fund administrative costs and expenses and provide ongoing working capital to cover operating expenses; and
- (c) to pay the costs of this Offer.

This Issue is fully underwritten. If for any reason the Underwriting Agreement is terminated (see section 2.22 for details of the circumstances where this may occur), the Company's expenditure on the above matters will necessarily be more limited.

2.4. EFFECT ON CAPITAL STRUCTURE

The capital structure of the Company on completion of the Offer will be as follows*:

Shares	
Shares currently on issue	756,432,316
Shares offered under the Offer (est)	75,643,232
Total Shares on issue on completion of the Offer (est)(on the assumption that the Offer is fully subscribed) ^{(1, (3))}	832,075,548
Options⁽²⁾	
Listed Options (CNJO) currently on issue (exercisable at \$0.048 on or before 30 June 2021)	28,246,052
ESOP Options (exercisable at \$0.022 on or before 21 September 2023)	1,000,000
Unlisted Options to be issued to the Underwriter ⁽⁴⁾	20,000,000
Total Options on issue on completion of the Offer (est.) ⁽³⁾	49,246,052

- (1) Assuming the Offer is fully subscribed and none of the Options currently on issue by the Company are exercised before the Record Date. If this occurs, the number of Shares may increase and the number of Options may decrease.
- (2) No Options will be issued pursuant this Offer.
- (3) This figure assumes none of the Options currently on issue in the Company are exercised before completion of the Offer.
- (4) At the completion of the Offer, the Company has agreed to issue to the Underwriter 20,000,000 new Options (as part of the consideration which is payable to the Underwriter for fully underwriting this Offer (see section 2.22 for further details)), each to acquire one Share at an exercise price of \$0.07 exercisable at any time on or before 20 January 2024.

2.5. ENTITLEMENT TO PARTICIPATE IN OFFER

Only Qualifying Shareholders are eligible to participate in the Offer.

The number of Shares to which each Qualifying Shareholder is entitled is shown on the personalised Entitlement and Acceptance Form which accompanies this Offer Document.

In the calculation of Entitlements, fractions will be rounded up to the nearest whole number. If the Company considers that holdings have been split to take advantage of rounding, the Company reserves the right to aggregate holdings held by associated Shareholders for the purpose of calculating Entitlements.

In relation to Foreign Shareholders, please refer to section 2.17 of this Offer Document.

2.6. NON - RENOUNCEABLE - NO RIGHTS TRADING

This Offer is made on a non-renounceable basis such that Qualifying Shareholders may not sell or transfer all or any part of their Entitlement. If Qualifying Shareholders do not take up their Entitlement by the Closing Date, their Entitlement to new Shares under this Offer will lapse.

2.7. UNDERWRITTEN

The Offer is fully underwritten. The Underwriter has agreed to underwrite 100% of the Shortfall (if any) remaining after completion of the QS Shortfall Offer (“Underwritten Securities”). The Underwriter will be required to subscribe for all of the Underwritten Securities at an issue price of \$0.03 per Share, being the same price at which the Shares are being offered under this Offer.

The Underwriter may enter into sub-underwriting agreements to sub-underwrite all or some of the Underwritten Securities.

A summary of the material terms of the Underwriting Agreement (including details of the fee which is payable by the Company to the Underwriter) is set out in section 2.22 of this Offer Document.

This Offer is not conditional upon it being underwritten. If for any reason the Underwriting Agreement is terminated (see section 2.22 of this Offer Document which summarises the events which will entitle the Underwriter to terminate the Underwriting Agreement), unless the Directors otherwise determine, this Offer will proceed.

2.8. APPLICATIONS

This Offer may be accepted by Qualifying Shareholders in whole or in part prior to the Closing Date, subject to the right of the Company to extend the Offer Period or close the Offer early.

Instructions for accepting an Entitlement are set out in section 3 of this Offer Document and on the Entitlement and Acceptance Form that accompanies this Offer Document.

2.9. APPLICATION MONEY

All Applicants who exercise their Rights in full will receive their Entitlement in full.

New Shares will be issued to Applicants only after all of their Application Money has been received and ASX has granted permission for the new Shares to be quoted.

Application Moneys received by the Company from Applicants for new Shares will be held in a separate account by the Company until those Shares are issued. Any interest earned on Application Moneys will be applied against the costs of the Issue, with any balance being retained by the Company.

If the Offer does not proceed (for whatever reason), the Application Moneys will be returned without interest.

2.10. CLOSING DATE

The Closing Date for the Issue is 5.00 pm WST on 29 January 2021. Subject to the Corporations Act and Listing Rules, the Directors may extend the Closing Date at any time prior to the Closing Date. The date the Shares are expected to commence trading on ASX may vary with any change to the Closing Date.

2.11. ISSUE OF NEW SHARES

The new Shares will be issued to Applicants, and holding statements for the new Shares will be dispatched to Applicants, as soon as practicable after the Closing Date.

2.12. RANKING OF NEW SHARES

On issue, the new Shares will rank equally with all other Shares then on issue.

2.13. SHORTFALL

If not all Qualifying Shareholders take up their Entitlements under this Offer in full, the portion not taken up will form part of the Shortfall.

Qualifying Shareholders may, in addition to their Entitlement, apply for additional new Shares forming part of the Shortfall, regardless of the size of their present holding.

The offer of the Shortfall is a separate offer pursuant to this Offer Document ("QS Shortfall Offer"). The issue price of any new Shares comprising part of the Shortfall shall be \$0.03, being the same price at which the Shares are being offered to Qualifying Shareholders pursuant to this Offer Document.

Qualifying Shareholders who wish to participate in the offer of the Shortfall by applying for new Shares above their Entitlement, should insert the number of additional new Shares they wish to apply for in that section of the table in the Entitlement and Acceptance Form headed "Number of Shortfall Shares (if any) applied for in excess of the Entitlement shown above". Any additional new Shares applied for must be paid in the same manner as the Entitlement Shares are paid for. A single payment should be made for the Application Moneys for any new Shares a Qualifying Shareholder has applied for as part of its Entitlement and any additional new Shares applied for as part of the Shortfall. It is an express term of the offer of the Shortfall that applicants for new Shares comprised in the Shortfall will be bound to accept a lesser number of additional new Shares than the number applied for.

The Shortfall will be placed at the discretion of the Company, and the Company reserves the right to not allot any of the Shortfall or to allot to a Qualifying Shareholder a lesser number of the new Shares comprising the Shortfall than the number for which the Qualifying Shareholder applies or to reject an application. In assessing any application by a Qualifying Shareholder to take up a portion of the Shortfall, the Company will take into account the number of Shares held by that Qualifying Shareholder as at the Record Date and the Company does not intend that a Qualifying Shareholder with a small shareholding in the Company will be issued a large portion of the Shortfall (if any). Qualifying Shareholders who apply for additional new Shares in excess of their Entitlement receive no guarantee that they shall receive all or any of those additional new Shares for which they apply. If a Qualifying Shareholder does not receive all or any of the additional new Shares they apply for, any excess Application Moneys will be returned to them (without interest).

The Directors (whether personally or through their associated companies or trusts) will not apply for any additional new Shares forming part of the Shortfall.

If the Underwriting Agreement is terminated for any reason, the Directors also reserve the right to place the balance of the Shortfall not subscribed for by Qualifying Shareholders under the QS Shortfall Offer within 3 months of the Closing Date, at an issue price of not less than the issue price under this Offer, being \$0.03 per Share.

2.14. ASX QUOTATION

The Company will apply to ASX to have the Shares to be issued under this Offer granted official quotation.

2.15. MINIMUM SUBSCRIPTION

There is no minimum subscription.

2.16. OVERSUBSCRIPTIONS

Oversubscriptions will not be accepted.

2.17. FOREIGN SHAREHOLDERS

The Company is of the view that it is unreasonable to extend this Offer to Foreign Shareholders having regard to the number of Foreign Shareholders in each jurisdiction outside Australia and New Zealand, the number and value of Shares that would be offered to them and the costs of complying with the laws, and any requirements of regulatory authorities, of the applicable jurisdictions outside of Australia and New Zealand.

Recipients (including Custodians) may not send or otherwise distribute this Offer Document or the Accompanying Entitlement and Acceptance Form to any person outside Australia or New Zealand.

Accordingly this Offer is not extended to, and no Shares will be issued to, Foreign Shareholders, and no Entitlement and Acceptance Form will be sent to Foreign Shareholders. However, in compliance with Listing Rule 7.7.1, the

Company will send each Foreign Shareholder details of this Offer and advise them that the Company will not offer Shares to them.

2.18. DIRECTOR SHAREHOLDING

As at the date of this Offer Document, all of the Directors (either personally, or through associated companies or trusts) hold Shares in the Company. The Directors are all Qualifying Shareholders and will therefore receive Rights to subscribe for new Shares pursuant to this Offer.

The relevant interest of each of the Directors in the Shares and Options of the Company as at the date of this Offer Document, and assuming they take up their Rights in full by applying for all of the new Shares to which they are entitled under this Offer (but do not take up any of the Shortfall), is as follows:

	Gregory Solomon and Arkenstone Pty Ltd (and associated companies and trusts)	Douglas Solomon and March Bells Pty Ltd (and associated companies and trusts)	Guy Le Page, Guy t Le Page & Associates Pty Ltd (and associated companies and trusts)	James Richardson and Tadea Pty Ltd (and associated companies and trusts)
Shares currently held	34,972,224	35,216,861	26,250,661 ⁽¹⁾	42,014,643 ⁽¹⁾
New Shares offered under this Offer (estimated)	3,497,223	3,521,687	2,625,067	4,201,465
Maximum Shares held on completion of this Offer (estimated)	38,469,447	38,738,548	28,875,728 ⁽¹⁾	46,216,108 ⁽¹⁾
Options currently held	2,888,185	2,688,985	21,333,357 ⁽²⁾	20,877,083 ⁽²⁾

⁽¹⁾ This includes 3,250,000 Shares held by RM Corporate Finance Pty Ltd, a company in which both Guy Le Page and James Richardson are shareholders and directors.

⁽²⁾ This includes 20,000,000 Options (exercise price \$0.04, expiring 24 November 2023) held by RM Corporate Finance Pty Ltd, a company in which both Guy Le Page and James Richardson are shareholders and directors.

Nothing in this Offer Document will be taken to preclude any of the Directors, officers or employees of the Company or any of their subsidiary companies from applying for new Shares under this Offer.

Each of the Directors of the Company, and the companies and trusts which are associated with them, have indicated to the Company that they intend to support the Offer and to take up some, if not all, of their respective Entitlements.

2.19. EFFECT ON EXISTING SHAREHOLDERS AND OPTIONHOLDERS

Qualifying Shareholders who take up their Rights in full will not have their proportionate interest in the Company diluted by this Offer. The proportionate interest of a Qualifying Shareholder who takes up their Entitlement in full and applies for (and is issued) additional new Shares forming part of the Shortfall will increase.

Qualifying Shareholders who do not exercise their Rights in full will have their interest in the Company diluted.

Foreign Shareholders will have their interest in the Company diluted.

Existing Optionholders who do not exercise all or any of their Options before the Record Date will not be entitled to participate in this Issue with respect to those Options (and, if the Options are subsequently exercised, the interest which the Shares issued consequent upon the exercise of the Options will confer in the Company will have been diluted by this Issue).

2.20. IMPACT ON CONTROL

The new Shares issued under this Offer will represent up to 9.09% of the expanded issued Share capital upon completion of the Offer (depending on the level of take up of the Rights).

The Company's largest Shareholder, Tasman, has indicated to the Company that it intends to support this Offer and to take up all or some of its Entitlements. Tasman does not intend to apply for any of the Shortfall. The following table summaries the potential increase in Tasman's shareholding in the Company at the completion of the Offer, depending on the level of take up of the Rights.

	Tasman	% of total
Existing Shares held	67,547,762	8.93%
Maximum Shares held on completion of this Rights Issue (estimated)*	74,302,539	8.93%**
Existing Options held	5,184,536	18.35%

*On the assumption that Tasman takes up all of its Rights and does not exercise any of its existing Options prior to the Record Date.

** On the assumption that this Issue is fully subscribed, noting that it is fully underwritten and that none of the existing Options are exercised prior to the Record Date.

In any event, Tasman has indicated to the Company that it does not have any present intention to try to change the Company's main activities, business or direction.

The Underwriter is not presently a shareholder of the Company. The Underwriter may enter into sub-underwriting agreements to sub-underwrite all or a portion of the Underwritten Securities. Given the new Shares to be issued under this Offer will represent up to 9.09% of the expanded issued share capital of Conico only, irrespective of the number of Underwritten Securities which the Underwriter is required to subscribe for under its Underwriting Agreement and the extent of its sub-underwriting, the underwriting by the Underwriter will not have any impact on the control of the Company.

2.21. MARKET PRICES OF EXISTING SHARES ON ASX

The highest and lowest market sale price of the existing Shares during the 3 months immediately preceding the lodgement of this Offer Document with ASX, and the last market sale price on the Business Day immediately preceding the lodgement date of this Offer Document, are set out below.

	3-Month High (on 23 November 2020)	3-Month Low (on 21 September 2020)	Last Market Price (on 21 December 2020)
Existing Shares	\$0.047	\$0.015	\$0.029

2.22. UNDERWRITING AGREEMENT

The Company entered into an underwriting agreement with Peloton Capital Pty Ltd on 14 December 2020 ("the Underwriting Agreement"). Pursuant to the Underwriting Agreement, Peloton Capital Pty Ltd (the "Underwriter") will underwrite 100% of the Shortfall (if any) remaining after completion of the QS Shortfall Offer, giving a maximum underwritten amount of \$2,269,297 (if there were no Applications under the Offer). The Underwriter will be required to subscribe for the Underwritten Securities at an issue price of \$0.03 per Share.

In consideration of its obligations under the Underwriting Agreement, the Underwriter will be paid a lead manager fee of \$30,000 and an underwriting fee which is equal to 6% of the maximum underwritten amount (being a fee of \$136,158 exclusive of GST).

In addition, the Company has agreed to issue 20,000,000 new unlisted Options to the Underwriter (or its nominee), exercisable at \$0.07 at any time on or before 20 January 2024.

The Underwriter shall not be entitled to be paid the lead manager fee, underwriting fee or be issued with the new Options if the Underwriter terminates the Underwriting Agreement.

The Underwriter may enter into sub-underwriting agreements to sub-underwrite all of the Underwritten Securities. The Underwriter will pay any commissions it has agreed to pay to its sub-underwriters out of the fees payable to it under the Underwriting Agreement.

If the Company has complied with its obligations under the Underwriting Agreement and has not breached any of the representations, warranties and undertakings made by it therein and the Underwriting Agreement has not been terminated, the Underwriter must lodge or cause to be lodged with the Company applications for all of Underwritten Securities.

The Underwriter may terminate its obligations under the Underwriting Agreement if any of the following events ("Events of Termination") occur:

- (a) save and except where there is no Shortfall, the Company does not provide a Certificate in the form attached to the Underwriting Agreement when it gives the Underwriter notice of the number of Underwritten Securities it is required to subscribe for under the Underwriting Agreement;
- (b) any of the following occurs which does or is likely to prohibit, restrict or regulate the exercise of the Rights or reduce the likely level of valid Entitlement and Acceptance Forms or materially affects the financial position of the Company:
 - (1) the introduction of legislation into the Parliament of the Commonwealth of Australia or of any State or Territory of Australia;
 - (2) the public announcement of prospective legislation or policy by the Federal Government or the Government of any State or Territory; or
 - (3) the adoption by the ASX or ASIC or their respective delegates of any regulations or policy;
- (c) the Company or any related body corporate (as that term is defined in the Corporations Act) of the Company ("Related Corporation") fails to comply in any material respect with any of the following:
 - (1) a provision of its constitution;
 - (2) any statute;
 - (3) the Listing Rules;
 - (4) a requirement, order or request made by or on behalf of ASIC, ASX or any government body; or
 - (5) any agreement entered into by it;
- (d) any material contract to which the Company is a party is terminated or amended without the prior written consent of the Underwriter (which consent must not be unreasonably withheld);
- (e) the constitution of the Company or a Related Corporation is amended without the prior written consent of the Underwriter (which consent must not be unreasonably withheld);
- (f) the Company or any Related Corporation takes any steps to alter its capital structure (expressly excluding by certain permitted security issues) without the prior written consent of the Underwriter (which consent must not be unreasonably withheld);

- For personal use only
- (g) a judgment in an amount exceeding \$100,000 is obtained against the Company or a Related Corporation and is not set aside or satisfied within seven days;
 - (h) any distress, attachment, execution or other process of a government body in an amount exceeding \$100,000 is issued against, levied or enforced on any of the assets of the Company or a Related Corporation and is not set aside or satisfied within seven days;
 - (i) a receiver, receiver and manager, trustee, administrator or similar official is appointed, or steps are taken for such appointment, over any of the assets or undertaking of the Company or a Related Corporation;
 - (j) the Company or a Related Corporation passes or takes any steps to pass a resolution under either section 254N of the Corporations Act, without the prior written consent of the Underwriter;
 - (k) the Company or a Related Corporation passes or takes any steps to pass a resolution under section 260B of the Corporations Act, without the prior written consent of the Underwriter;
 - (l) the Company or a Related Corporation suspends payment of its debts generally;
 - (m) the Company or a Related Corporation is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts within the meaning of the Corporations Act or is presumed to be insolvent under the Corporations Act;
 - (n) the Company or a Related Corporation enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
 - (o) the Company or a Related Corporation ceases or threatens to cease to carry on business;
 - (p) a person is appointed under any legislation in respect of companies to investigate the affairs of the Company or a Related Corporation;
 - (q) steps are taken by anyone entitled to do so, to appoint an administrator to the Company or a Related Corporation;
 - (r) an application or order is made for the winding up or dissolution of the Company or a Related Corporation or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Company or a Related Corporation and the application is not dismissed or the winding up is not set aside within fourteen days, otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of the Underwriter;
 - (s) there is an outbreak of hostilities (whether or not war has been declared) not presently existing, or a major escalation in existing hostilities occurs, involving any of the Commonwealth of Australia, Japan, the United Kingdom, the United States of America, the People's Republic of China or the Middle East region;
 - (t) the Company is in default of any of the terms and conditions of this agreement or breaches any warranty or covenant given or made by it under the Underwriting Agreement;
 - (u) any shares that have been issued by the Company which at the date of the Underwriting Agreement are officially quoted on the ASX:
 - (1) are suspended from quotation whether temporarily or otherwise; or
 - (2) are the subject of an ASX statement to the effect that the shares will be suspended or cease to be quoted;
 - (v) the ASX 300 Index of the ASX is, at any time for two consecutive Business Days after the date of the Underwriting Agreement, 10% or more below its opening level as published in the Australian Financial Review on the last Business Day immediately before the date of the Underwriting Agreement;

- (w) the Dow Jones Industrial Average is, at any time for two consecutive Business Days after the date of the Underwriting Agreement, 10% or more below its opening level as published in the Australian Financial Review on the last Business Day immediately before the date of the Underwriting Agreement;
- (x) the Resources Index of the ASX is, at any time for two consecutive Business Days after the date of the Underwriting Agreement 10% or more below its opening level as published in the Australian Financial Review on the last Business Day immediately before the date of the Underwriting Agreement;
- (y) any warranty, representation or material statement by the Company in the Underwriting Agreement is or becomes false, misleading or incorrect in any material correct when made or regarded as made;
- (z) any change occurs in the financial position of the Company or a Related Corporation which, in the reasonable opinion of the Underwriter, may have an effect which, in the reasonable opinion of the Underwriter could result in a material adverse change in the financial position or prospects of the Company from that which exists at the date of the Underwriting Agreement; or the Underwriter's obligations under the Underwriting Agreement becoming materially more onerous than those which exist at the date of the Underwriting Agreement (“Material Adverse Effect”);
- (aa) except for the allotment and issue of Shares on exercise of the Rights or the allotment or issue of certain securities which are permitted by the Underwriting Agreement, any of the matters set forth in section 652C of the Corporations Act occurs in respect of the Company or any Related Corporation;
- (bb) any information supplied by the Company or on its behalf to the Underwriter in respect of the Offer is or becomes false or misleading in any material respect;
- (cc) there is a material omission from the results of the due diligence investigation performed in respect of the Company or the verification material or the results of the due diligence investigation or the verification material are false or misleading; or
- (dd) a director of the Company or any Related Corporation is charged with an indictable offence relating to a financial or corporate matter.

The Underwriter may not terminate the Underwriting Agreement if an Event of Termination set out in paragraphs (b), (c), (d), (f), (g), (h), (s), (t), (u), (v), (w), (x) and (y) occurs unless the Underwriter determines in good faith that the event of termination has had or could have a Material Adverse Effect.

The Underwriting Agreement contains all representations, warranties, undertakings and indemnities on the part of the Company as are usually contained in agreements of this type.

2.23. RISKS

Investing in new Shares in the Company involves some risk. There are a number of factors, both specific to the Company and of a general nature, which may affect the future operating and financial performance of the Company and the value of an investment with the Company.

2.23.1. Exploration Risk

Mineral exploration and mining are speculative operations that may be hampered by circumstances beyond the control of the Company. Exploration activity may be impacted or delayed due to inclement weather (particularly noting that the tenements of Longland Resources are located in Greenland) and delays in obtaining required regulatory approvals. The profitability of the Company depends on successful exploration and/or acquisition of reserves. Exploration is a speculative endeavour and the Company may not be successful in locating or identifying any commercial mineral deposits.

2.23.2. Title Risks

Interests in exploration and mining tenements are governed by the legislation in force at the place where they are located, and are evidenced by the granting of leases or licences. Each lease or licence is for a specific term and carries

with its annual expenditure and reporting conditions as well as other conditions requiring compliance. These conditions may include the requirement, particularly for exploration licences, for compulsory reduction in the area held under licence from time to time. Consequently, the Company (or its wholly owned subsidiary, Longland Resources) could lose title to or its interest in its exploration licences if licence conditions are not met or if insufficient funds are available to meet minimum annual expenditure commitments.

2.23.3. Mineral Resource Risk

Resource estimates are expressions of judgement based on knowledge, experience and resource modelling. As such, resource estimates are inherently imprecise and rely to some extent on interpretations made. Despite employing qualified professionals to prepare resource estimates, such estimates may nevertheless prove to be inaccurate. Furthermore, resource estimates may change over time as new information becomes available. Should the Company encounter mineralisation or geological formations different from those predicted by any past drilling, sampling and interpretations, resource estimates may need to be altered in a way that could adversely affect the Company's operations.

2.23.4. Project Financing

Even assuming a successful exploration outcome on any of its projects, the Company may not be able to raise the required funds to progress any of its projects to a mining operation.

2.23.5. Working Capital

Until the Company is able to realise value from its projects, it is likely to incur ongoing operating losses. Subject only to the terms of any joint venture or other commercial arrangement which may be entered into, the Company is likely to have to raise further capital or borrow funds in the future. There is no guarantee that such additional funds will be available to the Company. Further, any additional equity financing which is available may be dilutive to Shareholders.

The Company's failure to raise capital if and when needed could delay or suspend the Company's business strategy and could have a material adverse effect on the Company's activities.

2.23.6. Other Specific Risks

Other risks specific to the Company include the success of its exploration and development of the tenements of the Company, its title to, and conditions imposed on the grant of, the tenements, commodity price volatility and exchange rate fluctuations, native title rights of Aboriginal Australians, environmental protection and contamination, the success of any joint venture arrangements to which the Company is or may become a party and the insolvency or any other managerial failure of any contractors or service providers used by the Company.

2.23.7. Share Market Conditions

The price of the new Shares when quoted on ASX will be influenced by international and domestic factors affecting market conditions in equity, financial and commodity markets. These factors may affect the share price for all listed companies, and the price of the Company's Shares may fall or rise, and the price of the new Shares may trade below or above the issue price of the new Shares under this Offer Document. The price of the Company's Shares may be subject to varied and unpredictable influences on the market for equities and in particular, resources stocks. Neither the Company nor the Directors warrant the future performance of the Company or any return on an investment in the Company.

2.23.8. General Risks

Risks of a general nature include the domestic and international factors affecting market conditions in equity, financial and commodity markets, economic conditions, interest rates, levels of tax, taxation law and accounting practice, governmental legislation or intervention, inflation, natural disasters or war. Some of these factors can be mitigated by appropriate commercial action. However, many are outside the control of the Company, are dependent on the policies adopted and approaches taken by regulatory authorities, or cannot otherwise be mitigated. If you are unsure about

subscribing for new Shares in the Company, you should first seek advice from your stockbroker, accountant, financial or other professional adviser.

The new Shares offered under this Offer Document carry no guarantee in respect of profitability, dividends, return of capital or the price at which they may trade on ASX. The past performance of the Company should not necessarily be considered a guide to the future performance of the Company.

As with any equity investment, substantial fluctuations in the value of your investment may occur. This Offer Document does not set out all the risks you may face in applying for, and holding, additional Shares in the Company.

2.24. EXPENSES OF THE ISSUE

The total expenses of the Offer are estimated to be \$200,000 (exclusive of any GST) comprising legal fees, fees payable to the Underwriter, printing, postage and share registry costs and ASX quotation fees. In addition, the Company has agreed to issue, as part of the consideration payable under the Underwriting Agreement, 20,000,000 new unlisted Options to the Underwriter, on the terms and condition set out in section 2.22.

2.25. TAXATION

It is the responsibility of all Qualifying Shareholders to satisfy themselves of the particular taxation treatment that applies to them by consulting their own professional tax advisers before investing in new Shares. Taxation consequences will depend on particular circumstances. Neither the Company nor any of its officers accept any liability or responsibility in respect of any taxation consequences connected with an investment in the Shares of the Company.

2.26. CONTINUOUS DISCLOSURE OBLIGATIONS

The Company is a “disclosing entity” (as defined in s.111AC of the Corporations Act) for the purposes of the Corporations Act and its Shares are enhanced disclosure securities quoted on ASX and, as such, the Company is subject to regular reporting and disclosure obligations under the Corporations Act and the Listing Rules.

Specifically, the Company is required to notify ASX of information about specific events and matters as they arise for the purposes of ASX making that information available to the securities markets conducted by ASX. In particular, the Company has an obligation under the Listing Rules (subject to certain exceptions) to notify ASX immediately of any information of which it is or becomes aware which a reasonable period would expect to have a material effect on the price or value of its securities.

This Offer Document is intended to be read in conjunction with the publically available information in relation to the Company which has been notified to ASX and does not include information that would be included in a disclosure document or which investors ought to have regard to in deciding whether to subscribe for new Shares under the Offer. Qualifying Shareholders should therefore have regard to the other publically available information in relation to the Company before making a decision whether or not to invest.

All announcements made by the Company are available from its website www.conico.com.au or on ASX’s website www.asx.com.au. Additionally, the Company is also required to prepare and lodge with ASX yearly and half-yearly financial statements accompanied by a directors’ statement and report, and an audit report or audit review. Copies of documents lodged with ASX in relation to the Company may be obtained from the ASX website.

2.27. PRIVACY STATEMENT

By accepting their Entitlements (either in whole or in part), each Qualifying Shareholder acknowledges that they have received and read this Offer Document.

As Qualifying Shareholders are already Shareholders of the Company, the Company and its share registry (Advanced Share Registry) have already collected certain personal information from Qualifying Shareholders. However, if Qualifying Shareholders apply for Shares pursuant to this Offer Document, they will be supplying new, additional or updated personal information (by its inclusion on the Entitlement and Acceptance Form) to Advanced Share Registry.

The provided information is used for the purposes of processing the Applications and to administer the Applicant's holdings of Shares. By submitting an Application, each Applicant agrees that the Company may use the information provided by the Applicant on the Application for the purposes set out in this privacy statement and may disclose it for those purposes to the Company's share registry and to the Company's related bodies corporate, agents and contractors and third party service providers, including mailing houses, professional advisers (e.g. auditors, lawyers and accountants), intellectual technology support providers and to other regulatory authorities.

The Corporations Act requires the Company to include information about each Shareholder (including name, address and details of the Shares held) in its public register. The information contained in the Company's public register must remain there even if that person ceases to be a Shareholder. Information contained in the Company's register is also used to facilitate payments and corporate communications (including the Company's financial results, annual reports and other information that the Company wishes to communicate to its Shareholders) and compliance by the Company with legal and regulatory requirements.

Under the *Privacy Act 1988 (Cth)*, Shareholders have a right to gain access to personal information that the Company holds about that person, subject to certain exemptions under law. A fee may be charged for access. Access requests must be made in writing to the Company's registered office.

If Qualifying Shareholders do not provide the information required on the Entitlement and Acceptance Form, the Company may not be able to accept or process their Entitlement and Acceptance Form.

2.28. GOVERNING LAW

This Offer Document (including the Entitlement and Acceptance Form) and the contracts that arise from acceptance of the Applications are governed by the laws applicable to Western Australia and each Applicant submits to the non-exclusive jurisdiction of the courts of Western Australia.

2.29. ENQUIRIES

If you have any questions concerning your Entitlement, please contact the Company (attention Aaron Gates) by telephone on (+618) 9282 5889, or your professional adviser.

3. ACTION REQUIRED BY QUALIFYING SHAREHOLDERS

3.1. WHAT YOU MAY DO – CHOICES AVAILABLE

If you are a Qualifying Shareholder, you may take any of the following actions:

- take up all or part of your Rights (refer to section 3.2);
- take up part of your Rights and allow the balance to lapse (refer to section 3.2);
- do nothing (refer to section 3.3).

3.2. TAKING UP ALL OR PART OF YOUR RIGHTS

If you are a Qualifying Shareholder and you wish to take up all or part of your Rights, you should:

- read this Offer Document in full and decide whether to participate;
- consider the risks associated with this Offer, as summarised in section 2.23, in light of your personal circumstances; and
- either:
 - (1) pay the Application Moneys for the Rights you are taking up by BPay® by no later than 5.00 pm WST on 29 January 2021. Qualifying Shareholders who pay electronically (by BPay®), do not need to return the Entitlement and Acceptance Form, and they will be taken to have accepted the Offer upon making payment by BPay®. This acceptance cannot be withdrawn. Instructions on how to make a payment by B-Pay® are set out on the Entitlement and Acceptance Form. Qualifying Shareholders should be aware that their own financial institution may implement earlier cut-off times with regard to electronic payment, and they should therefore take this into consideration when making payment. It is the responsibility of Qualifying Shareholders to ensure that funds submitted through B-Pay® are received by 5:00pm WST on the Closing Date.

OR

- (2) complete the enclosed Entitlement and Acceptance Form in accordance with the instructions set out on the back of the form and deliver it, together with your cheque or money order for the Application Money for the Rights you are taking up, by no later than 5.00 pm WST on the Closing Date, to:

Conico Ltd.
c/- Advanced Share Registry Services
PO Box 1156, Nedlands WA 6909

OR

Conico Ltd.
c/- Advanced Share Registry Services
110 Stirling Highway
Nedlands WA 6009

Cheques (drawn on and payable at any Australian bank) should be made payable to “Conico Limited – Rights Issue” and crossed “Not Negotiable”.

If you are paying by cheque or money order, Shares will only be issued on receipt of an Entitlement and Acceptance Form which was issued together with this Offer Document. A completed and lodged Entitlement and Acceptance Form, together with payment for the number of Shares applied for, cannot be withdrawn and constitutes a binding application for the number of Shares specified in the

Entitlement and Acceptance Form on the terms set out in this Offer Document. The Entitlement and Acceptance Form does not need to be signed to be binding.

An Entitlement and Acceptance Form which does not specify an Australian or New Zealand address for service (or which is accompanied by payment drawn on a foreign bank account) may be rejected and returned unless Shareholders provide evidence which satisfies the Company that the issue of the Shares will not contravene the laws of any other jurisdiction.

If an Entitlement and Acceptance Form is not completed correctly the Company can reject it or treat it as valid. The Company's decision as to whether to reject the Entitlement and Acceptance Form or treat it as valid and how to construe, amend or complete it is final.

If Qualifying Shareholders apply for more Shares than their Entitlement, they will be deemed to have applied for their full Entitlement and for additional new Shares under the QS Shortfall Offer in section 2.13 to the extent of the excess. If the amount a Qualifying Shareholders pays is insufficient to pay for their full Entitlement, they will be taken to have applied for such lower number of Shares as that amount will pay for.

No brokerage or duty is payable by Qualifying Shareholders on the issue of Shares.

If you are a Qualifying Shareholder and you take up part of your Rights only, the balance of your Rights will lapse.

3.3. CONSEQUENCES OF DOING NOTHING – RIGHTS NOT TAKEN UP

Qualifying Shareholders who do not wish to take up any of their Entitlement do not need to take any action. Any Rights not taken up by Qualifying Shareholders will lapse at the expiration of the Offer Period.

3.4. FOREIGN SHAREHOLDERS

Shareholders with registered addresses outside Australia and New Zealand should refer to section 2.17 of this Offer Document.

3.5. EFFECT ON EXISTING SHAREHOLDERS AND OPTIONHOLDERS

For the effect this Offer will have on Shareholders' existing interests, please see sections 2.18, 2.19 and 2.20 of this Offer Document.

4. DEFINITIONS

Applicant means a Qualifying Shareholder who takes up all or part of their Entitlement.

Application means a valid application made by an Applicant to subscribe for new Shares pursuant to this Offer.

Application Moneys means the sum of \$0.03 per Share payable by an Applicant on submission of an Application.

ASIC means Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the Australian Securities Exchange, as required by the context.

ASX Listing Rules or **Listing Rules** means the Listing Rules of ASX.

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

Business Day has the meaning given to that term in the ASX Listing Rules.

Closing Date means 5.00 pm WST on 29 January 2021.

Company or Conico means Conico Limited (ACN 119 057 457) (ASX Code: CNJ).

Corporations Act means the Corporations Act 2001 (Cth).

December 2020 Placement means the issue of 33,333,333 Shares to a number of institutional and sophisticated and/or professional investors on 22 December 2020, raising \$1,000,000 (before the expenses of the placement).

Directors means the directors of the Company.

Dollars or **\$** means Australian dollars unless otherwise stated.

Entitlement means the maximum number of Shares a Qualifying Shareholder is entitled to apply for under the Offer as noted on the Entitlement and Acceptance Form.

Entitlement and Acceptance Form means the entitlement and acceptance form enclosed with this Offer Document.

Foreign Shareholder means a person registered as a Shareholder as at the Record Date whose registered address is outside Australia or New Zealand.

Issue means the issue of Shares pursuant to this Offer Document.

Listing Rules means the ASX Listing Rules.

Longland Resources means Longland Resources Ltd (Company No: 1040001), a company incorporated in the United Kingdom and Wales (and a wholly owned subsidiary of the Company).

Offer means the offer of Shares pursuant to this Offer Document.

Offer Document means this document for the issue of approximately 75,643,232 Shares.

Offer Period means the period commencing on the Opening Date and ending on the Closing Date.

Official List means the Official List of ASX.

Official Quotation means official quotation by ASX in accordance with the Listing Rules.

Opening Date means 11 January 2021.

Option means a right to acquire a Share in the Company.

Optionholder means a holder of Options.

QS Shortfall Offer has the meaning given to that term in section 2.13.

Qualifying Shareholders means all Shareholders as at 5.00pm WST on the Record Date and whose registered addresses are in Australia or New Zealand.

Record Date means the record date for determining entitlements to Shares offered under this Offer Document, which is 5.00 pm WST on 7 January 2021.

Rights means the right to subscribe for the Shares under this Offer Document.

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

Shareholder means a holder of a Share.

Shortfall means, if all Qualifying Shareholders do not accept their Entitlement in full, those Shares under the Offer not accepted by Qualifying Shareholders as part of their Entitlement by the Closing Date.

Tasman means Tasman Resources Limited A.C.N. 009 253 187.

Underwriting Agreement means the agreement between the Company and the Underwriter dated 14 December 2020, the material terms and conditions of which are summarised in section 2.22.

Underwritten Securities has the meaning given to that term in section 2.22.

Underwriter means Peloton Capital Pty Ltd A.C.N. 149 540 018.

WST means Western Standard Time, Perth, Western Australia.