

MAXIMUS RESOURCES LIMITED

ABN 74 111 977 354

PROSPECTUS

For a non-renounceable rights issue of approximately 47.4 million New Shares at an issue price of 20 cents each on the basis of 1 New Share for every 2 Ordinary Shares held to raise approximately \$9.48 million (before expenses).

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

Please read the instructions on the accompanying Entitlement and Acceptance Form if you wish to subscribe for the New Shares to be issued pursuant to this Prospectus.

Underwriter and Lead Manager to the issue
Patersons Securities Limited

CORPORATE DIRECTORY

Directors/Senior Management

Mr Robert Kennedy (Non Exec. Chairman)
Dr Kevin Wills (Managing Director)
Mr Gary Maddocks (Exploration Director)
Mr Ewan Vickery (Non Exec. Director)

Company Secretary/CFO

Mr Richard Willson

Registered Office

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Underwriter & Lead Manager

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Auditor

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Solicitor

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Share Registry

Computershare Investor Services Pty Ltd
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Stock Exchange Listing

ASX

ASX Code: MXR

TABLE OF CONTENTS

1.	KEY TERMS OF THE RIGHTS ISSUE.....	1
2.	HOW TO PARTICIPATE IN THE RIGHTS ISSUE.....	5
3.	INFORMATION ABOUT THE COMPANY.....	7
4.	SUMMARY OF RISKS	10
5.	RIGHTS AND LIABILITIES ATTACHING TO SHARES.....	14
6.	EFFECT OF THE RIGHTS ISSUE ON THE COMPANY	15
7.	INTERESTS AND FEES OF CERTAIN PEOPLE INVOLVED IN THE OFFER	17
8.	ADDITIONAL INFORMATION	20
9.	GLOSSARY	26

IMPORTANT NOTICES

This Prospectus is dated 1 November 2007. A copy of this Prospectus was lodged with the ASIC on 1 November 2007. The ASIC takes no responsibility as to the contents of this Prospectus.

No securities will be allotted or issued on the basis of this Prospectus after the expiry date of 1 December 2008.

This is an important document. Before deciding to apply for the New Shares you should consider whether they are a suitable investment for you. Persons wishing to subscribe for New Shares should carefully read this Prospectus and consult their professional advisers for the purpose of making an informed assessment of the effect of the Rights Issue on the Company and the rights and liabilities attaching to, and the nature of, the New Shares offered by this Prospectus.

A copy of this Prospectus can be downloaded from the website of the Company at www.maximusresources.com.au. Any person accessing the electronic version of this Prospectus for the purpose of making an investment in the Company must be a Shareholder with a registered address in Australia or New Zealand and must only access the Prospectus from within Australia or New Zealand. The Corporations Act prohibits any person distributing the Entitlement and Acceptance Form or Shortfall Application Form unless it is included in or accompanies a paper copy of this Prospectus, which may be obtained by contacting the Company.

SUMMARY OF IMPORTANT DATES

Announcement of Rights Issue	23 October 2007
Securities quoted on an ex-basis	5 November 2007
Record Date to determine entitlements to New Shares	12 November 2007
Despatch of Prospectus and Acceptance Forms	15 November 2007
Opening of Offer	15 November 2007
Last day for acceptance and payment in full	29 November 2007
New Shares quoted on a deferred basis	30 November 2007
Allotment and dispatch of holding statements for New Shares	7 December 2007
Holding statements will be mailed 3 days after allotment	

NOTE

These dates are indicative only. Subject to the Corporations Act and the ASX Listing Rules, the Company reserves the right to vary the Closing Date without prior notice.

1. KEY TERMS OF THE RIGHTS ISSUE

1.1 The Offer

This is an offer of approximately 47.4 million New Shares to the Shareholders of the Company who are registered on the register of members of the Company on the Record Date. The New Shares are being offered on the basis of one New Share for every two Ordinary Shares then held. Fractional entitlements will be rounded down.

Under this Prospectus, the Company is seeking to raise approximately \$9.48 million (before costs).

1.2 Issue Price

The issue price is 20 cents per New Share and is payable in full on application.

1.3 Entitlements

The number of New Shares to which Eligible Shareholders are entitled is shown on the accompanying Entitlement and Acceptance Form.

The Rights Issue is non-renounceable meaning that Rights may not be traded.

The Rights Issue for the amount of \$9,476,336 is fully underwritten by Patersons Securities Limited (refer to Section 8.1 for full details). Pursuant to the Underwriting Agreement, the Company will pay Patersons Securities Limited an underwriting commission equal to 4% of the aggregate funds underwritten under the Rights Issue. In addition to the underwriting commission, the Company must pay a lead manager fee of 1% of the total amount raised by the Offer.

A summary of the material terms of the Underwriting Agreement, including rights of termination, are set out in Section 8.1.

Eligible Shareholders may take up any Shares offered on the basis of this Prospectus that are not taken up by other Eligible Shareholders. To do this, Eligible Shareholders must, in addition to completing the portion of their Entitlement and Acceptance Form that relates to their entitlement, complete the portion of the Form relating to the additional shares they wish to take up.

Any Shares offered on the basis of this Prospectus that are not taken up by Eligible Shareholders may also be taken up by investors that are not Eligible Shareholders. To subscribe for any shortfall, these other investors must complete and return a Shortfall Application Form.

The Underwriter in consultation with the Directors reserve the right to accept, scale back or refuse any application for additional New Shares in excess of a Shareholder's entitlement or any application in excess of the shortfall available for issue under the Rights Issue. Any excess application money will be refunded without interest.

The Company currently has on issue approximately 32,159,980 listed options exercisable at 20 cents expiring on 30 June 2008. The Company also currently has the following unlisted options on issue:

- 1,000,000 options exercisable at 20 cents each expiring on 12 April 2010;
- 860,000 options exercisable at 14 cents each expiring on 20 March 2012;
- 2,000,000 options exercisable at 50 cents each expiring on 2 July 2010; and
- 2,000,000 options exercisable at 50 cents each expiring on 2 July 2012.

Option holders may participate in the Rights Issue by exercising any or all of these options before the Record Date. The exercise of any options prior to the Record Date will increase the issued capital of the Company and may increase the number of New Shares issued under the Rights Issue and the total amount raised under the Rights Issue. Option holders cannot participate in the Rights Issue without first exercising their options. Any entitlement arising from the exercise of any options will not form part of the underwritten amount.

1.4 Purpose of the Rights Issue

The net proceeds from the Rights Issue will be used as working capital to finance the further exploration and development of projects in the Company's existing portfolio as well as to look for new project opportunities. The main thrust of the Company's current activities will be as follows:

- in Western Australia, to continue programs locating iron ore, uranium, nickel and vanadium mineralisation in the large Windimurra/Narndee Project near Mount Magnet. A new airborne electromagnetic survey is also being planned over the Windimurra/Narndee Project area;
- in South Australia, to continue to explore for new gold deposits near old gold mines in the Adelaide Hills Gold Province and to continue exploration and mine development studies at the Bird-in-Hand Gold Mine;
- in Queensland, at the Sellheim Gold Project, work will continue towards outlining an alluvial gold resource in conjunction with a basement hard-rock exploration program.

1.5 Opening and Closing Dates

The Rights Issue will open for receipt of acceptances on 14 November 2007 and will close at 5:00 pm (Adelaide time) on 23 November 2007. The Directors reserve the right to close the Rights Issue early or to extend the Closing Date. Investors are urged to lodge their Entitlement and Acceptance Forms (and any Shortfall Application Forms) as soon as possible.

1.6 **Stock Exchange Listing**

Application has been made for the New Shares offered under this Prospectus to be granted official quotation by the ASX.

If the New Shares are not admitted to quotation on the ASX within 3 months after the date of this Prospectus, none of the New Shares offered under this Prospectus will be issued and allotted. In these circumstances, the Company will refund all application monies without interest within the time prescribed by the Corporations Act.

The ASX takes no responsibility for the contents of this Prospectus.

1.7 **Rights Attaching to Shares**

The New Shares issued will rank equally with existing Ordinary Shares on issue. The rights and liabilities attaching to the New Shares offered under this Prospectus are set out in the Constitution of the Company and in the Corporations Act.

The principal rights and liabilities attaching to the New Shares and existing Ordinary Shares are summarised in section 5.

1.8 **Minimum Capital Raising**

There is no minimum limit to the amount of capital to be raised under the Rights Issue.

1.9 **Shortfall in subscription**

The Underwriter in consultation with the Directors reserves the right to issue any shortfall in subscription for New Shares at their discretion within 3 months after the close of the Rights Issue.

1.10 **Overseas Shareholders**

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

1.10.1 the number of Shareholders in the places where the offer would be made;

1.10.2 the number and value of the rights that would be offered; and

1.10.3 the cost of complying with the legal requirements in those places.

No Entitlement and Acceptance Forms are being sent to Non-Resident Shareholders, and this Prospectus may be sent to them for information purposes only.

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

1.11 **Taxation**

Shareholders should be aware that there are taxation implications for subscribing for New Shares. These taxation implications will vary between different Shareholders and Shareholders should consult their own professional tax adviser in relation to the taxation implications.

2. HOW TO PARTICIPATE IN THE RIGHTS ISSUE

2.1 What you may do

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

- 2.1.1 take up all of your entitlement to New Shares;
- 2.1.2 take up all of your entitlement to New Shares and apply for any entitlement not taken up by other Eligible Shareholders;
- 2.1.3 take up part of your entitlement and allow the balance to lapse; or
- 2.1.4 not take up any of your entitlement and allow it to lapse.

2.2 Complete and return the Entitlement and Acceptance Form

Refer to the Entitlement and Acceptance Form for instructions on its completion. Please send your completed Entitlement and Acceptance Form together with your cheque or bank draft for the total amount payable to reach the Company's share registry by 5:00 pm (Adelaide time) on the Closing Date to:

Maximus Resources Limited Rights Issue
C/- Computershare Investor Services Pty Limited

Delivery address:

Level 5, 115 Grenfell Street
Adelaide SA 5000

Postal address:

GPO Box 1903
Adelaide SA 5001

Payment must be made by cheque. Cheques must be made payable to "Maximus Resources Limited Rights Issue Trust Account".

Entitlement and Acceptance Forms must be accompanied by payment of 20 cents per Share. Receipts will not be issued.

2.3 Taking up any shortfall

If an Eligible Shareholder wishes to take up any New Shares offered on the basis of this Prospectus which are not taken up by other Eligible Shareholders, Eligible Shareholders must, in addition to completing the portion of their Entitlement and Acceptance Form which relates to their entitlement, complete the portion of the Form relating to the additional shares they wish to take up.

Investors other than Eligible Shareholders that wish to take up any New Shares offered on the basis of this Prospectus which are not taken up by other Eligible Shareholders must complete a Shortfall Application Form.

Shortfall Application Forms will be provided to investors on request. Refer to the Shortfall Application Form for instructions on its completion.

Shortfall Application Forms together with payment for the Shares by cheque must also be sent to the address in 2.2 before the Closing Date. Receipts will not be issued.

To the extent that Shareholders do not take up their Entitlement in full, the resultant Shortfall will be allocated at the discretion of the Underwriter in consultation with the Company and in accordance with the provisions of the Underwriting Agreement. In the event that applications for the Shortfall cannot be filled in full or in part, application monies (without interest) will be refunded by the Company in accordance with the provisions of the Corporations Act. Neither the Company nor the Underwriter guarantees that you will receive any shares applied for in the Shortfall.

3. INFORMATION ABOUT THE COMPANY

3.1 Company & Project Overview

Maximus Resources Limited is a South Australian based mineral exploration company with interests in precious metals, base metals and uranium exploration projects in Western Australia, South Australia, Queensland and the Northern Territory. The Company originally listed on the ASX on 26 October 2005 and within 10 days commenced drilling at the Bird-in-Hand gold mine in the Adelaide Hills. In July 2007, an inferred resource of 421,000 tonnes of ore at a grade of 12 grams per tonne containing 162,000 ounces of gold was reported for Bird-in-Hand. Since listing the Company has carried out many of the stated objectives in its IPO Prospectus and has taken on one new gold project at Sellheim in Northeast Queensland.

The Company's flagship project is the Windimurra/Narndee Project in Western Australia. In the IPO the Company had agreed to spend a total of \$3 million to earn a 70% interest in this project. Since then further agreements have led to the situation where Maximus now has a 90 to 100% interest in title to 97% of the geologically defined Windimurra/Narndee Complexes. The project area of about 5,500 square kilometres is prospective for commodities associated with layered basic igneous complexes such as nickel, copper, chromium, vanadium, platinum and palladium. It is also prospective for gold and base metals. There are three current areas of particular interest. These are the Windimurra Uranium Prospect where drilling of calcrete uranium mineralisation is being undertaken, the Milgoo Nickel Prospect where electrically conductive "EM" anomalies are being investigated and the Canegrass vanadium prospect where interesting vanadium values up to 1.5% have recently been outlined.

The Company also owns the gold and base metal rights for an area of over 3,800 square kilometres in the Adelaide Hills of South Australia. The tenements cover most of the Adelaide Hills Gold Province. Maximus has so far focussed on the Bird-in-Hand gold mine near Woodside where the 162,000 ounces of gold have been located. This resource is continuing to expand. The Company is hoping to be able to commence a pre-feasibility study into a possible underground gold mine development early in 2008. Elsewhere in the Adelaide Hills, other old gold mines are being investigated with a view to further exploration aimed at locating additional gold resources which could also be developed.

In late 2006, the Company negotiated an option to purchase a group of tenements totalling 78 square kilometres at Sellheim in northeast Queensland. The area was assessed to have high potential for both alluvial and hard rock basement gold mineralisation. A program of evaluation is underway with an objective of commencing alluvial gold production should results prove favourable.

In early 2006, Maximus applied for mineral tenure for some large areas on the edge of the Eromanga Basin in a search for new sedimentary uranium deposits. The concept is to locate mineralisation in a similar geological setting to that at the Beverley and Honeymoon deposits. It was soon decided to put these projects into a new specialist Uranium exploration company.

Thus Eromanga Uranium Limited (**Eromanga**) was conceived and listed on the ASX on 31 October 2006. Maximus has retained a 35.4% interest in the capital of Eromanga and is also involved in two joint ventures. In the Eromanga Basin JV, Eromanga is spending \$7 million to earn a 70% interest, and in The Billa Kalina JV Eromanga is spending \$3 million to earn a 50% interest. New Drilling programs are underway at both of these joint ventures and initial results are expected in the September quarter of 2007.

3.2 **Disclosing Entity**

This Prospectus is issued pursuant to section 713 of the Corporations Act as a prospectus for the offer of continuously quoted securities.

The Company is a "disclosing entity" for the purposes of the Corporations Act and as such is subject to regular reporting and disclosure obligations. Specifically, as a listed company, the Company is subject to the Listing Rules of the ASX which require continuous disclosure to the market of any information the Company has which a reasonable person would expect to have a material effect on the price or value of the Company's shares.

The ASX maintains files containing publicly disclosed information about all listed companies. The Company's file is available for inspection at the ASX in Adelaide during normal working hours. In addition, copies of documents lodged with the ASIC in relation to the Company may be obtained from, or inspected at, any Regional Office of the ASIC.

This Prospectus is intended to be read in conjunction with the publicly available information in relation to the Company which has been notified to ASX. It does not contain all the information that would be included in a prospectus for an initial public offering of securities in an entity that is not already listed on ASX.

Having taken such precautions and having made such enquiries as are reasonable, the Company believes it has complied with the general and specific requirements of ASX (as applicable from time to time throughout the 12 months before the issue of this Prospectus) which required MXR to notify ASX of information about specified events or matters as they arise for the purpose of ASX making that information available to the stock market conducted by ASX.

The Company believes there is no other information that shareholders or investors would reasonably require for the purposes of making an informed assessment of the assets and liabilities, financial position and performance, profits and losses and prospects of MXR and the rights and liabilities attaching to the New Shares under this Prospectus, which has been excluded from a continuous disclosure notice in accordance with the ASX Listing Rules and would reasonably be expected for investors and their professional advisers to find in the Prospectus.

3.3 Information Available to Shareholders and Prospective Investors

The Company will provide a copy of each of the following documents free of charge, to any Shareholder or prospective investor who so requests during the application period under this Prospectus:

3.3.1 the 2007 Annual Report of the Company;

3.3.2 the following announcements lodged with the ASX since release of the 2007 Annual Report:

Date	Announcement
25/10/2007	Notice of AGM
25/10/2007	Sample Proxy Form
25/10/2007	Appendix 3B
29/10/2007	Bird-In-Hand Update Lode Length Increased at Shallow Depths
30/10/2007	Appendix 3B

3.4 Market Prices of the Company's Shares on ASX

The highest and lowest market sale price of the Company's shares on the ASX during the 3 months immediately preceding the date of this Prospectus, and the respective dates of those sales, and the last sale on the ASX trading day immediately preceding the date of this Prospectus were as follows:

	Price	Dates
Highest	37.5 cents	18 October 2007
Lowest	16 cents	12 September 2007
Latest	25.5 cents	31 October 2007

4. **SUMMARY OF RISKS**

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

4.1 **General Market Conditions**

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

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

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

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

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

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

4.2 **Future Capital Requirements**

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

exploration and subsequent feasibility studies, stock market and industry conditions and the price of relevant commodities.

4.3 Exploration and Development

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

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

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

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

4.4 Loss of Key Personnel

The Company's success depends on the competencies of its Directors and senior management. The loss of one or more of the Directors or senior management could have a materially adverse effect on the Company's business, financial position and results of operations. The resulting impact from such an event would depend on the quality of any replacement.

4.5 Native Title & Aboriginal Heritage

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

4.6 Title, Environmental Bonds & Conditions

All mining tenements which the Company may acquire either by application, sale and purchase or farm-in are regulated by applicable state mining legislation. There is no guarantee that applications will be granted as applied for. Various conditions may also be imposed as a condition of grant. In particular, as mentioned in section 3.1, the Company has interests in tenements in the Adelaide Hills region of South Australia, covering areas situated close to private residences. Although the Company has taken every reasonable step to apply for all relevant authorisations at the earliest opportunity, the proximity of the areas covered by the tenements to private residences increases the risk of delay. In addition the relevant minister may need to consent to any transfer of a tenement to the Company.

4.7 Environment

The Company's projects are subject to State and Federal laws and regulations regarding environmental matters. Many of the activities and operations of the Company cannot be carried out without prior approval from and compliance with all relevant authorities. Resource activities can be environmentally sensitive and can give rise to substantial costs for environmental rehabilitation, damage control and losses. The Company intends to conduct its activities in an environmentally responsible manner and in accordance with all applicable laws.

4.8 Resource Estimates

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

4.9 Agreements with Third Parties

The Company is and will be subject to various contracts and agreements with third parties. There is a risk of financial failure or default by a counterparty to

these arrangements. Any breach or failure may lead to penalties or termination of the relevant contract. In addition, the Company's interest in the relevant subject matter may be jeopardised.

4.10 Regulation of the Uranium Mining Industry

Changes to laws and regulations that apply to the Company from time to time could materially adversely impact the Company's business, financial performance, and ultimately, potential returns to prospective investors.

Some of the Company's tenements have potential for uranium. Uranium mining is subject to regulation by State and Federal governments in relation to a range of matters.

The Australian Government and the Australian Labor Party (**ALP**) separately announced new policies with respect to uranium on 28 April 2007. Policies of both parties appear to favour increased exploration for, mining and export of uranium.

Specifically, the Australian Government announced the development of major work plans including an appropriate nuclear energy regulatory regime, skills and technical training to address any identified gaps and needs to support a possible expanded nuclear industry, enhanced research and development and communication strategies with the public to assist in raising an understanding of the needs of the uranium industry in Australia.

These plans were put forward by the Australian Government in an effort to increase uranium exports and prepare for an expansion of the nuclear industry in Australia from 2008.

There can be no guarantee that the proposed policies of the Australian Government, or the opposition, will be enacted as legislation. Further, although governments in South Australia and the Northern Territory have expressed support for an expansion of uranium mining operations, the State governments in Western Australia and Queensland have policies against the development of uranium mines. As mentioned in section 3.1, the Company has interests in properties with potential for uranium in Western Australia.

Even if the Company is successful in locating a uranium resource, there can be no guarantee that the necessary authorisations will be able to be obtained in order for the uranium to be mined and sold.

5. **RIGHTS AND LIABILITIES ATTACHING TO SHARES**

All Shares issued under this Prospectus will be issued on the same terms as each other and as Shares in the Company already on issue. Full details of the rights and liabilities attaching to Shares are set out in the Company's constitution, a copy of which may be inspected at the Company's registered office (refer to the Corporate Directory). Holders of Shares also have common law and statutory rights. A summary of the rights and liabilities attaching to Shares follows.

Voting rights

At a general meeting every shareholder present in person by proxy, attorney or representative has one vote on a show of hands and every shareholder present in person or by proxy, attorney or representative has one vote for each Share on a poll.

Dividends

Dividends are declared by the Directors at their discretion and subject to any special rights (at present there are none) are payable on all Shares in proportion to the amount of capital for the time being paid up or credited as paid up on those Shares.

Transfer of Shares

Generally, Shares are freely transferable. Where the Listing Rules or the law require the Company to do so, the Directors must decline to register a transfer. If Shares are subject to a restriction agreement entered into by the Company and shareholder, except as permitted by the Listing Rules, a shareholder may not dispose of the Shares and the Directors and the Company will not register a dealing in the Shares.

Future increases in capital

The allotment or issue of any shares of the Company is under the control of the Directors who may, subject to the Corporations Act and the Listing Rules, allot or otherwise dispose of them on such conditions as they see fit.

Variation of rights

The rights and privileges attaching to Shares can be altered by special resolution of the shareholders. A special resolution is a resolution passed by a majority of not less than 75% of those present and voting.

Rights on winding up

In the event of a winding up of the Company:

- any surplus will be divided among the shareholders in the proportion that the amount paid up on the shares bears to the total amount paid up on all shares of the Company on issue;
- surplus assets in kind may, with the sanction of a special resolution, be divided among shareholders in such proportion as the liquidator may determine.

6. EFFECT OF THE RIGHTS ISSUE ON THE COMPANY

6.1 Effect of the Rights Issue

The principal effect of the Rights Issue on the Company will be, if it is fully subscribed, to:

- 6.1.1 increase cash reserves by approximately \$9.48 million (before expenses of the Rights Issue) to enable the Company to pursue its objectives;
- 6.1.2 increase the number of issued shares by approximately 47.4 million to 142,145,042 shares;
- 6.1.3 provide the Company with additional capital for the purposes described in section 1.4.

These amounts do not take into account the effect of the exercise of any options over unissued Shares that may occur prior to the Record Date.

6.2 Statement of Financial Position

Set out on the following page is a Pro Forma Consolidated Statement of Financial Position of the Company taking into account the Rights Issue. It is based on consolidated financial statements for the year ended 30 June 2007. The Pro Forma Consolidated Statement of Financial Position illustrates the effect of the Rights Issue as if the Rights Issue had occurred on 30 June 2007, fully subscribed.

MAXIMUS RESOURCES LIMITED
ACN 111 977 354

PRO FORMA
CONSOLIDATED BALANCE SHEET
AS AT 30 JUNE 2007

	30 June 2007 \$	Changes \$	Pro Forma 30 June 2007 \$
CURRENT ASSETS			
Cash & cash equivalents	12,354,511	9,476,336	21,830,847
Trade & other receivables	633,010		633,010
Other Current Assets	36,000		36,000
TOTAL CURRENT ASSETS	13,023,521		22,499,857
NON-CURRENT ASSETS			
Property, plant & equipment	674,444		674,444
Exploration & evaluation expenditure	11,085,151		11,085,151
Investments accounted for using the equity method	2		2
TOTAL NON-CURRENT ASSETS	11,759,597		11,759,597
TOTAL ASSETS	24,783,118		34,259,454
CURRENT LIABILITIES			
Trade & other payables	632,076		632,076
Short-term provisions	18,377		18,377
TOTAL CURRENT LIABILITIES	650,453		650,453
TOTAL LIABILITIES	650,453		650,453
NET ASSETS	24,132,665		33,609,001
EQUITY			
Issued capital	10,133,983	9,476,336	19,610,319
Reserves	156,408		156,408
Retained earnings	(1,369,832)		(1,369,832)
Parent interest	8,920,559		18,396,895
Outside equity interest	15,212,106		15,212,106
TOTAL EQUITY	24,132,665		33,609,001

7. INTERESTS AND FEES OF CERTAIN PEOPLE INVOLVED IN THE OFFER

7.1 Directors' Interests

Other than as set out below or elsewhere in this Prospectus:

- (a) no director or proposed director has, or has had in the two years before the date of this Prospectus, any interest in:
- the formation or promotion of the Company;
 - property acquired or proposed to be acquired by the Company in connection with its formation or promotion or the Offer; or
 - the Offer; and
- (b) no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to:
- any director or proposed director to induce him or her to become, or to qualify as, a director of the Company; or
 - any director or proposed director for services which he or she has provided in connection with the formation or promotion of the Company or the Offer.

Interests in securities

The securities of the Company in which Directors have Relevant Interests are:

Director	Shares	Options
R M Kennedy	2,750,001	1,375,000
K J A Wills	3,150,001	1,575,000
G E Maddocks	2,500,001	1,250,000
E J Vickery	155,280	47,640

Director fees

The Company has paid or agreed to pay annual director fees to the Directors as follows:

Director	Remuneration (inclusive of superannuation) (2006 – 2007 Financial Year)	Remuneration (inclusive of superannuation) (2007 – 2008 Financial Year)
R M Kennedy	\$80,000	\$85,000
K J A Wills	\$1,000 per day	\$125,000
G E Maddocks	\$850 per day	\$895 per day
E J Vickery	\$45,000	\$50,000

7.2 Interests of persons involved in the Offer

Other than as set out below or elsewhere in this Prospectus:

- (a) no promoter of the Company or person named in this Prospectus as having performed a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus has, or has in the two years before the date of this Prospectus had, any interest in:
- the formation or promotion of the Company;
 - property acquired or proposed to be acquired by the Company in connection with its formation or promotion or the Offer; or
 - the Offer; and
- (b) no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to any promoter of the Company, underwriter to the Offer or a financial services licensee involved in the Offer or other person named in this Prospectus as having performed a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus or provided in connection with the formation or promotion of the Company, or the Offer.

DMAW Lawyers has provided legal services to the Company in respect of the Prospectus, the Offer and the Due Diligence Program and will be paid approximately \$20,000 for those services. In the past two years, DMAW Lawyers has been paid approximately \$195,000 for legal services provided to the Company.

In the past two years, Grant Thornton South Australian Partnership has been paid approximately \$39,000 for audit services provided to the Company.

In the past two years, Patersons Securities Ltd has been paid approximately \$170,546 for services provided to the Company.

7.3 Expenses of the Rights Issue

On the assumption that the Rights Issue is fully subscribed, the total expenses connected with the Rights Issue, including legal and other advisory fees, listing, printing and other miscellaneous expenses (excluding the underwriting and management fee referred to in section 8.1) are estimated to be approximately \$120,000.

8. ADDITIONAL INFORMATION

8.1 Underwriting Agreement

The Company has entered into an Underwriting Agreement dated 31 October 2007 with Patersons Securities Limited (**Underwriter**). Patersons has been appointed by the Company to act as Underwriter and Lead Manager to the Rights Issue. Pursuant to the Underwriting Agreement, Patersons will underwrite the Rights Issue in the amount of \$9,476,336 (**Underwritten Amount**).

The Company will pay the Underwriter an underwriting commission equal to 4% of the Underwritten Amount raised (exclusive of GST). The Underwriter will pay all sub-underwriting commissions out of its fees. In addition, the Company will pay the Underwriter a lead manager fee of 1% of the total amount raised by the Offer. The Company must also pay, indemnify and keep indemnified the Underwriter for all costs incurred by the Underwriter in connection with the Rights Issue, including legal fees and disbursements and the reasonable costs of advertising, printing and distributing the Prospectus.

The Company has given warranties and covenants to the Underwriter which are usual in an agreement of this nature.

The Agreement provides that the Underwriter may terminate the Underwriting Agreement and its obligations thereunder at any time without cost or liability to the Underwriter upon the occurrence of any one or more of the termination events including:

- 8.1.1 (Indices fall): any of the S&P/ASX 200 Index or the S&P/ASX 300 Metal and Mining Index as published by ASX is at any time after the date of this Agreement 10% or more below its respective level as at the close of business on the Business Day prior to the date of this Agreement; or
- 8.1.2 (Prospectus): the Company does not lodge the Prospectus on the Lodgement Date or the Prospectus or the Offer is withdrawn by the Company; or
- 8.1.3 (Copies of Prospectus): the Company fails to comply with clause 4.1(d) of the Agreement (which requires the Company to supply of copies of the Prospectus to the Underwriter) and such failure is not remedied within 2 days; or
- 8.1.4 (No Official Quotation): Official Quotation has not been granted by the Shortfall Notice Deadline Date or, having been granted, is subsequently withdrawn, withheld or qualified; or
- 8.1.5 (Supplementary prospectus):
 - (a) the Underwriter, having elected not to exercise its right to terminate its obligations under the Agreement as a result of a "new circumstance" (as referred to in section 719(1) of the Corporations Act that is materially adverse from the point of view of an investor) forms the view on reasonable grounds

that a supplementary or replacement prospectus should be lodged with ASIC for any of the reasons referred to in section 719 of the Corporations Act, and the Company fails to lodge a supplementary or replacement prospectus in such form and content and within such time as the Underwriter may reasonably require; or

(b) the Company lodges a supplementary or replacement prospectus without the prior written agreement of the Underwriter; or

- 8.1.6 (Non-compliance with disclosure requirements): it transpires that the Prospectus does not contain all the information required by section 713 of the Corporations Act; or
- 8.1.7 (Misleading Prospectus): it transpires that there is a statement in the Prospectus that is misleading or deceptive or likely to mislead or deceive, or that there is an omission from the Prospectus (having regard to the provisions of section 713 of the Corporations Act) or if any statement in the Prospectus becomes or misleading or deceptive or likely to mislead or deceive or if the issue of the Prospectus is or becomes misleading or deceptive or likely to mislead or deceive;
- 8.1.8 (Restriction on allotment): the Company is prevented from allotting the Rights Shares within the time required by this Agreement, the Corporations Act, the Listing Rules, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi-governmental agency or authority;
- 8.1.9 (Withdrawal of consent to Prospectus): any person (other than the Underwriter) who has previously consented to the inclusion of its, his or her name in the Prospectus or to be named in the Prospectus, withdraws that consent;
- 8.1.10 (ASIC application): an application is made by ASIC for an order under section 1324B or any other provision of the Corporations Act in relation to the Prospectus, the Shortfall Notice Deadline Date has arrived, and that application has not been dismissed or withdrawn;
- 8.1.11 (ASIC hearing): ASIC gives notice of its intention to hold a hearing under section 739 or any other provision of the Corporations Act in relation to the Prospectus to determine if it should make a stop order in relation to the Prospectus or the ASIC makes an interim or final stop order in relation to the Prospectus under section 739 or any other provision of the Corporations Act;
- 8.1.12 (Takeovers Panel): the Takeovers Panel makes a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under Pt 6.10 of the Corporations Act, or an application for such a declaration is made to the Takeovers Panel;

- 8.1.13 (Hostilities): there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of the Agreement involving one or more of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, the United States of America, India, Pakistan, or the Peoples Republic of China, Israel or any member of the European Union, or a terrorist act is perpetrated on any of those countries or any diplomatic, military, commercial or political establishment of any of those countries anywhere in the world;
- 8.1.14 (Authorisation) any authorisation which is material to anything referred to in the Prospectus is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter;
- 8.1.15 (Indictable offence): a director or senior manager of a Relevant Company is charged with an indictable offence;
- 8.1.16 (Sub-underwriters): any of the Company sub-underwriters that are introduced by the Company do not comply with its obligations under the sub-underwriting agreements or threaten to not comply with its respective obligations under the sub-underwriting agreements;
- 8.1.17 (Termination Events): subject always to clause 13.2 of the Agreement (in relation to a Material Adverse Effect, described below), any of the following events occurs:
- (a) (Default): default or breach by the Company under this Agreement of any terms, condition, covenant or undertaking;
 - (b) (Incorrect or untrue representation): any representation, warranty or undertaking given by the Company in this Agreement is or becomes untrue or incorrect;
 - (c) (Contravention of constitution or Act): a contravention by a Relevant Company of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;
 - (d) (Adverse change): an event occurs which gives rise to a Material Adverse Effect or any adverse change or any development including a prospective adverse change after the date of this Agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of any Relevant Company including, without limitation, if any forecast in the Prospectus becomes incapable of being met or in the Underwriter's reasonable opinion, unlikely to be met in the projected time;
 - (e) (Error in Due Diligence Results): it transpires that any of the Due Diligence Results or any part of the Verification Material was false, misleading or deceptive or that there was an omission from them;

- (f) (Significant change): a "new circumstance" as referred to in section 719(1) of the Corporations Act arises that is materially adverse from the point of view of an investor;
- (g) (Public statements): without the prior approval of the Underwriter a public statement is made by the Company in relation to the Offer, the Issue or the Prospectus;
- (h) (Misleading information): any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offer or the Issue or the affairs of any Relevant Company is or becomes misleading or deceptive or likely to mislead or deceive;
- (i) (Official Quotation qualified): the Official Quotation is qualified or conditional other than as set out in the definition of "Official Quotation";
- (j) (Change in Act or policy): there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy;
- (k) (Prescribed Occurrence): a Prescribed Occurrence occurs;
- (l) (Suspension of debt payments): the Company suspends payment of its debts generally;
- (m) (Event of Insolvency): an Event of Insolvency occurs in respect of a Relevant Company;
- (n) (Judgment against a Relevant Company): a judgment in an amount exceeding \$25,000 is obtained against a Relevant Company and is not set aside or satisfied within 7 days;
- (o) (Litigation): litigation, arbitration, administrative or industrial proceedings are after the date of this Agreement commenced or threatened against any Relevant Company, other than any claims foreshadowed in the Prospectus;
- (p) (Board and senior management composition): there is a change in the composition of the Board or a change in the senior management of the Company before Completion without the prior written consent of the Underwriter;
- (q) (Change in shareholdings): there is a material change in the major or controlling shareholdings of a Relevant Company or a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to a Relevant Company;

- (r) (Timetable): there is a delay in any specified date in the Timetable which is greater than 3 Business Days;
- (s) (Force Majeure): a Force Majeure affecting the Company's business or any obligation under the Agreement lasting in excess of 7 days occurs;
- (t) (Certain resolutions passed): a Relevant Company passes or takes any steps to pass a resolution under section 254N, section 257A or section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of the Underwriter;
- (u) (Capital Structure): any Relevant Company alters its capital structure in any manner not contemplated by the Prospectus;
- (v) (Breach of Material Contracts): any of the material contracts is terminated or substantially modified;
- (w) (Investigation): any person is appointed under any legislation in respect of companies to investigate the affairs of a Related Company;
- (x) (Market Conditions): a suspension or material limitation in trading generally on ASX occurs or any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, Japan, the United Kingdom, the United States of America or other international financial markets; or
- (y) (Suspension): the Company is removed from the Official List or the Shares become suspended from Official Quotation and that suspension is not lifted within 24 hours following such suspension.

Under the Agreement, the Underwriter may not exercise its termination rights referred to above unless, in the reasonable opinion of the Underwriter reached in good faith, the occurrence of a Termination Event has or is likely to have, or two or more Termination Events together have or are likely to have:

- a Material Adverse Effect; or
- could give rise to a liability of the Underwriter under the Corporations Act or otherwise.

In the event that the Company terminates the Agreement, or the Underwriter terminates the Agreement for cause, the Underwriter will be entitled to a termination fee of \$30,000.

8.2 Consents

The following parties have given, and have not before lodgement of this Prospectus withdrawn, their written consents in accordance with the Corporations Act with respect to this Prospectus in both paper and any

electronic form to be named in the form and context in which they are included:

- Patersons Securities Limited has given, and at the time of lodgement of this Prospectus, has not withdrawn its consent to be named as Lead Manager and Underwriter to the offer of securities under this Prospectus, in the form and context in which it is named.

Patersons Securities Limited was not involved in the preparation of any part of this Prospectus and did not authorise or cause the issue of this Prospectus. Patersons Securities Limited makes no express or implied representation or warranty in relation to Maximus Resources Ltd, this Prospectus or the offer and does not make any statement in this Prospectus, nor is any statement in it based on any statement made by Patersons Securities Limited. To the maximum extent permitted by law, Patersons Securities Limited expressly disclaims and takes no responsibility for any material in, or omission from, this Prospectus other than the reference to its name.

- DMAW Lawyers consents to being named as the Company's solicitor and to having provided legal services to the Company;
- Grant Thornton South Australian Partnership consents to being named as the Company's auditor and to having provided audit services to the Company;
- Computershare Investor Services Pty Ltd consents to being named as the Share Registry to the Company.

Computershare Investor Services Pty Ltd has had no involvement in the preparation of any part of this Prospectus other than as being named as Share Registrar to the Company. Computershare Investor Services Pty Ltd has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for, any part of this Prospectus.

8.3 **Directors' Authorisation and Consent**

Each Director has consented to the lodgement of this Prospectus with the ASIC and has not withdrawn that consent.

Signed in accordance with a resolution of the Directors.



Kevin J A Wills

Managing Director

9. GLOSSARY

In this Prospectus, unless the context otherwise requires:

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

Adelaide time means South Australian Standard Time;

ASIC means the Australian Securities and Investments Commission;

ASX means Australian Stock Exchange Limited;

ASX Listing Rules means the Listing Rules of the Australian Stock Exchange Limited;

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day and any other day that ASX declares is not a Business Day;

Certificate means a letter to the Underwriter from the Company in the form set out in the Agreement;

Closing Date means the closing date of the Offer, which is 29 November 2007;

Completion means the date on which allotment of the last of the Rights Shares occurs in accordance with the Prospectus;

Controller means the person described in section 9 of the Corporations Act;

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

Directors means the Directors of the Company;

Due Diligence Program means the legal, accounting, commercial and other investigations of the assets and liabilities, financial position and performance, profits and losses and prospects of the Company (or any subsidiary) (including its future business plans and financial forecasts) conducted in the period up until the date on which allotment of the last of the New Shares, as implemented by the planning memorandum adopted pursuant to a resolution of the Directors;

Due Diligence Results means the results of the investigations which make up the Due Diligence Program, as maintained by the Company including but not limited to all due diligence reports and reports of the due diligence committee (established in connection with the Offer), including all supporting documents and working papers to which the Due Diligence Program relates;

Eligible Shareholders means on the Record Date, Shareholders recorded on the register of members of the Company as holders of Ordinary Shares;

Entitlement and Acceptance Form means the Entitlement and Acceptance Form accompanying this Prospectus;

Event of Insolvency means:

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

Force Majeure means any act of God, war, revolution, or any other unlawful act against public order or authority, an industrial dispute, a governmental restraint, or any other event which is not within the control of the parties to the Underwriting Agreement;

Insolvency Provision means any act relating to insolvency, sequestration, liquidation or bankruptcy (including any act relating to the avoidance of conveyances in fraud of creditors or of preferences, and any act under which a liquidator or trustee in bankruptcy may set aside or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person;

Issue means the issue of New Shares pursuant to the Prospectus;

Lodgement Date means the date of lodgement of this Prospectus with ASIC, being 1 November 2007;

Material Adverse Effect means:

- (a) a material adverse effect on the outcome of the Offer or on the subsequent market for the New Share (including, without limitation, matters likely to have a material adverse effect on a decision of an investor to invest in New Share); or
- (b) a material adverse effect on the assets, condition, trading or financial position, performance, profits and losses, results, prospects, business or operations of the Company and its Subsidiaries either individually or taken as a whole; or
- (c) the Underwriter's obligations under the Underwriting Agreement becoming materially more onerous than those which exist at the date of the Underwriting Agreement; or
- (d) a material adverse effect on the tax position of either;
 - (i) the Company and its Subsidiaries either individually or taken as a whole; or
 - (ii) an Australian resident shareholder in the Company.

New Shares means Ordinary Shares in the Company issued pursuant to the Rights Issue;

Official List means the Official List of ASX;

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

Offer means the offer of New Shares under this Prospectus;

Ordinary Shares means fully paid ordinary shares in the Company;

Prescribed Occurrence means:

- (a) a Relevant Company converting all or any of its shares into a larger or smaller number of shares;
- (b) a Relevant Company resolving to reduce its share capital in any way;
- (c) a Relevant Company:
 - (i) entering into a buy-back agreement or;
 - (ii) resolving to approve the terms of a buy-back agreement under section 257C or 257D of the Corporations Act;
- (d) a Relevant Company making an issue of, or granting an option to subscribe for, any of its shares, or agreeing to make such an issue or grant such an option, other than an issue or agreement to issue in accordance with the Offer or the terms of the Underwriting Agreement;
- (e) a Relevant Company issuing, or agreeing to issue, convertible notes;

- (f) a Relevant Company disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
- (g) a Relevant Company charging, agreeing to charge, the whole, or a substantial part, of its business or property;
- (h) a Relevant Company resolving that it be wound up;
- (i) the appointment of a liquidator or provisional liquidator to a Relevant Company;
- (j) the making of an order by a court for the winding up of a Relevant Company;
- (k) an administrator of a Relevant Company, being appointed under section 436A, 436B or 436C of the Corporations Act;
- (l) a Relevant Company executing a deed of company arrangement; or
- (m) the appointment of a receiver, or a receiver and manager, in relation to the whole, or a substantial part, of the property of a Relevant Company.

Prospectus means this document dated 1 November 2007;

Record Date means the record date to determine the Shareholders entitled to participate in the Rights Issue, being close of business on 12 November 2007;

Relevant Company means the Company and any subsidiary;

Relevant Interest has the meaning given in the Corporations Act;

Rights means the rights to subscribe for New Shares under this Prospectus;

Rights Issue means the renounceable rights issue the subject of this Prospectus;

Rights Shares means 47,381,681 Shares the subject of the Offer;

Shareholders means a holder of Ordinary Shares;

Shares means fully paid Ordinary Shares in the Company;

Shortfall Notice Deadline Date means the day specified in the Timetable for the Offer as the date by which the Company must give each Underwriter writer notice of the Shortfall Shares accompanied by a Certificate;

Shortfall Shares means, subject to the deeming provisions of clause 5.2 (in relation to Valid Applications to go in relief of Underwriters obligations) and clause 5.5(c) (in relation to banking of cheques by the Company) of the Agreement, those of the Underwritten Shares for which Valid Applications have not be received by 5.00pm on the Closing Date;

Subsidiary has the meaning given in the Corporations Act;

Timetable means the timetable for the Offer set out in the Underwriting Agreement as varied from time to time by written agreement of the Company and the Underwriter;

Underwriter means Patersons Securities Limited ABN 69 008 896 311;

Underwritten Amount means \$9,476,336;

Valid Application means an Application:

- (a) that is made in conjunction with an Application Form accompanying the Prospectus and that is properly completed in accordance with the instructions in that form and in the Prospectus;
- (b) that is accompanied by supporting documents required by the Prospectus to accompany that form;
- (c) that is received by the Company on or before 5.00pm on the Closing Date at a place specified in the Prospectus for lodgement of forms or is otherwise duly received in accordance with the provisions of the Prospectus for electronic lodgement of applications;
- (d) that is not withdrawn before it ceases to be capable of being withdrawn; and
- (e) in respect of which payment of \$0.20 per Rights Share for the relevant number of Rights Shares is received and is cleared (either before or after the Closing Date) when presented (either before or after the Closing Date) for payment by the relevant financial institution on which the payment is drawn;

Verification Material means the material maintained by the Company being the documents and information provided by the Company in verification of statements made in the Prospectus.