



ASX Release 13 October 2025

## **Underwriting of BHMO Options to Raise A\$7.5 million**

Broken Hill Mines Limited (ASX: BHM) is pleased to announce that it has entered into a binding Underwriting Agreement for the full underwriting of all listed options trading under the ASX ticker ASX: BHMO (**BHMO Options**).

The BHMO Options are a legacy issuance from the original IPO of Coolabah Metals Limited in 2022, which was acquired via a reverse takeover by Broken Hill Mines Pty Ltd in July 2025.

There are currently 9,368,916 BHMO Options on issue, with the strike price of \$0.80/share and an expiry of 12 December 2025.

Entry into the Underwriting Agreement results in any BHMO Options not exercised by their holders before expiry being effectively taken up by the underwriters, ensuring BHM will receive ~A\$7.5 million (before costs), representing the outstanding BHMO Options at their strike price of \$0.80/share.

Holders of BHMO Options retain the right to exercise the options in accordance with their terms, up until their expiry in early December 2025.

The underwriters for the transaction are Blue Ocean Equities Pty Ltd and CPS Capital Group Ltd, who will share a total fee of 5% (excl. GST) of the total underwritten amount as part of the transaction. The Underwriting Agreement includes market-standard termination events which are summarised in Annexure A.

Any shares to be issued under the Underwriting Agreement are expected to be issued in accordance with ASX Listing Rule 7.2 (Exception 10) and will not require shareholder approval nor count toward the Company's placement capacity under ASX Listing Rule 7.1.

The ~A\$7.5 million to be raised via the exercise of the fully underwritten BHMO Options, in conjunction with the recently announced US\$25 million Silver-Lead Concentrate Offtake Financing (see ASX announcement 1 October 2025), places BHM in a strong financial position to accelerate its drilling and mine development plans at both the Rasp and Pinnacles Mines in Broken Hill.

**-Ends-**

*The Board of Directors of Broken Hill Mines Limited authorised the release of this announcement.*

### **Further Information**

Patrick Walta

Executive Chair

info@brokenhillmines.com

## Annexure A

Terms within this annexure are defined within the Underwriting Agreement.

The obligation of each Underwriter to underwrite the Shortfall Shares is subject to certain events of termination, summarised in this annexure. The events not marked with an "\*\*\*\*" are not subject to any materiality thresholds, meaning that the Underwriter may terminate if the Underwriter becomes aware of the event happening. Events are marked with an "\*\*\*\*" where an Underwriter may terminate if it becomes aware of the event happening and has reasonable grounds to believe and does believe that:

- (a) the event has had, or is likely to have, a material adverse effect on the outcome or success of the Offer (or a part of it) or the market price at which the Shortfall Shares will trade on ASX or on the ability of the Underwriter to settle the issue of Shortfall Shares; or
- (b) the event could give rise to a contravention by the Underwriter, of or liability for the Underwriter under, the Corporations Act or any applicable laws.

### Termination events

- (a) **(Timetable)** any event other than the Issue Date specified in the Timetable is delayed for more than 2 Business Days, or there is any delay to the expected date of commencement of the Shortfall Shares as set out in the Timetable, without the prior written approval of the Underwriters;
- (b) **(allotment)** the Company is prevented from allotting and issuing the Shortfall Shares in accordance with the Underwriting Agreement and the Timetable;
- (c) **(failure to comply)** the Company or any Related Corporation fails to comply with any of the following in a material respect:
  - (i) a provision of its constitution;
  - (ii) a requirement, order or request, made by or on behalf of ASIC, ASX or any Governmental Agency; or
  - (iii) any material agreement entered into by it;
- (d) **(Certificate)** the Certificate which is required to be furnished by the Company under this Agreement is:
  - (i) not furnished when required; or
  - (ii) is untrue, incorrect or misleading;
- (e) **(ASIC investigation)** ASIC:
  - (i) holds, or gives notice of intention to hold, a hearing or investigation in relation to the Offer or the Company; or
  - (ii) \*\*\*\* prosecutes or gives notice of an intention to prosecute, or commences proceedings against, or gives notice of an intention to commence proceedings against, the Company or any of its directors, officers, employees or agents in relation to the Offer, and such hearing, notice, investigation, prosecution or proceeding is not withdrawn or discontinued before the Shortfall Settlement Date;
- (f) **(delisting)** ASX announces that the Shares will be delisted, removed from quotation, withdrawn from admission to trading status or suspended from quotation (which, for the avoidance of doubt, does not include a trading halt requested to facilitate the Offer);
- (g) **(ASX listing)** ASX does not give approval for the Shortfall Shares to be listed for official quotation by 10.00am EDT on the expected date of commencement of trading of the Shortfall Shares as set out in the Timetable, or if approval is granted, the approval is subsequently withdrawn, qualified or withheld;
- (h) **(adverse change)** any material adverse change or effect occurs, or an event occurs which is likely to give rise to a material adverse change or effect, in the condition (financial or otherwise), assets, earnings, business, affairs, liabilities, financial position or performance, results of operations, profits, losses or prospects of the Company from that existing at the Execution Date;

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- (i) **(Event of Insolvency)** an Event of Insolvency occurs in respect of the Company or a Related Corporation or there is an act or omission which may result in an Event of Insolvency occurring in respect of the Company or a Related Corporation;
- (j) **(extended Force Majeure)** a Force Majeure, which prevents or delays an obligation under this Agreement, lasting in excess of 2 weeks occurs;
- (k) **(investigation)** any person is appointed under any legislation in respect of companies to investigate the affairs of the Company or a Related Corporation;
- (l) **(Prescribed Occurrence)** other than any matter related to existing or proposed rights and obligations disclosed to the Underwriters or ASX prior to the Execution Date:
- a Related Corporation or the Company converting all or any of its shares into a larger or smaller number of shares;
  - a Related Corporation or the Company resolving to reduce its share capital in any way;
  - a Related Corporation or the Company:
  - entering into a buy back agreement or;
  - resolving to approve the terms of a buy back agreement under section 257C or 257D of the Corporations Act;
  - a Related Corporation or the 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, unless in respect a material offtake agreement, , employee share or incentive scheme or similar;
  - a Related Corporation or the Company issuing, or agreeing to issue, convertible notes;
  - a Related Corporation or the Company disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
  - a Related Corporation or the Company charging, agreeing to charge, the whole, or a substantial part, of its business or property a material offtake agreement, or the Permitted Encumbrances;
  - a Related Corporation or the Company resolving that it be wound up;
  - the appointment of a liquidator or provisional liquidator to a Related Corporation or the Company;
  - the making of an order by a court for the winding up of a Related Corporation or the Company;
  - an administrator of a Related Corporation or the Company, being appointed under section 436A, 436B or 436C of the Corporations Act;
  - a Related Corporation or the Company executing a deed of company arrangement; or
  - the appointment of a receiver, or a receiver and manager, in relation to the whole, or a substantial part, of the property of a Related Corporation or the Company.
- (m) **(suspension of debt payments)** the Company suspends payment of its debts generally;
- (n) **(litigation)** litigation, arbitration, administrative or industrial proceedings are after the Execution Date commenced against the Company or any Related Corporation;
- (o) **(Board and senior management composition)** there is a change in the composition of the Board of the Company before the Shortfall Settlement Date without the prior written consent of the Underwriters;
- (p) **(breach of material contracts)** any material contract to which the Company or a Related Corporation is a party is terminated;
- (q) **(banking facilities)** the Company's bankers terminating or issuing any demand or penalty notice or amending the terms of any existing facility or claiming repayment or accelerated repayment of any facility or requiring additional security for any existing facility;

- (r) **(proceedings)** proceedings are commenced or there is a public announcement of an intention to commence proceedings before a court or tribunal of competent jurisdiction in Australia seeking an injunction or other order in relation to the Company's ability to agree to and complete the Offer;
- (s) **\*\*\*(default)** the Company is or becomes in default of any of the terms and conditions of this Agreement or a representation or warranty given by the Company is or becomes false or incorrect;
- (t) **\*\*\*(due diligence)** the information supplied by or on behalf of the Company to the Underwriters including as part of the due diligence activities is, or the results of the due diligence activities are, in the reasonable opinion of the Underwriters, false, misleading or deceptive (including by omission);
- (u) **\*\*\*(indictable offence)** any director of the Company or any Related Corporation is charged with an indictable offence or any director of the Company is disqualified from managing a corporation under the Corporations Act;
- (v) **\*\*\*(fraud)** the Company or any of its directors or officers (as that term is defined in the Corporations Act) engage in any fraudulent conduct or activity whether or not in connection with the Offer;
- (w) **\*\*\*(financial markets)** any adverse change or disruption to the existing financial markets, political or economic conditions of Australia, the United States of America, Hong Kong, the United Kingdom, Canada or China from those existing at the Execution Date;
- (x) **\*\*\*(hostilities)** there is an outbreak or escalation of hostilities in any part of the world, whether war has been declared or not, or an act or acts of terrorism, involving one or more of any one or more of Australia, the United States, Hong Kong, China, Canada, North Korea, South Korea or any member country of the European Union,;
- (y) **\*\*\*(national emergency)** a national emergency is declared by Australia or there is a material escalation of a pandemic or an epidemic such as novel coronavirus, a recurrence of severe acute respiratory syndrome or an outbreak of swine or avian influenza;
- (z) **\*\*\*(change in laws)** there is introduced, or there is an official public announcement of a proposal to introduce, a new law in Australia or any State of Australia, or the Reserve Bank of Australia, or any Australian Commonwealth or State authority, adopts or announces a proposal to adopt a new, or any major change in, existing, monetary, taxation, exchange or fiscal policy (other than a law or policy which has been announced prior to the date of this Agreement);
- (aa) **\*\*\*(moratorium)** a general moratorium on commercial banking activities in Australia, the United States, Hong Kong, the United Kingdom, China, Canada, Japan, any member state of the European Union, Singapore or New Zealand is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries, for more than one Business Day;
- (bb) **\*\*\*(suspension of trading)** trading of securities quoted on ASX, the London Stock Exchange or the New York Stock Exchange is suspended, or there is a material limitation in trading, for more than one Business Day on which the exchange is open for trading; or
- (cc) **\*\*\*(judgment against a Related Corporation)** a judgment in an amount exceeding \$1,000,000 is obtained against the Company or a Related Corporation and is not set aside or satisfied within 7 days.