

13 February 2009

Manager of Company Announcements
ASX Limited
Level 6, 20 Bridge Street
Sydney NSW 2000

By E-Lodgement

Key Points:

- **Non-renounceable rights issue to raise approximately \$4.37m, fully underwritten**
- **Funds to be used to undertake a detailed exploration program on the Redbank Copper Project, to reduce existing debt and for general working capital**

Redbank Mines Limited (ASX: RBM) (**Redbank** or **Company**) is proposing to raise approximately \$4.37 million by offering eligible shareholders the opportunity to acquire additional fully paid ordinary shares in the capital of the Company (**Shares**) via a non-renounceable rights issue on the basis of 2 Shares for every 1 Share held at the record date of 24 February 2009 (**Rights Issue**).

Shares under the Rights Issue will be offered at \$0.01 per Share. The maximum number of Shares which may be issued under the Rights Issue is estimated to be approximately 437,727,500 (assuming no existing options are exercised).

The funds raised will be used to continue to undertake a detailed exploration program on the Redbank Copper Project, to reduce debt and for general working capital. The Company's debt includes an unsecured loan from Stirling of \$550,000 and approximately \$150,000 payable to Brent Field Dental Ceramist Pty Ltd as Trustee for the Field Trust.

Stirling Resources Limited (ASX:SRE) (**Stirling**) has acquired 19.88% of Redbank, 50 million convertible notes and assumed the obligations under an agreement with Crawley Investments Pty Ltd (**Crawley**) to underwrite the Rights Issue. The parties have agreed that the Rights Issue will be fully underwritten by Arthur Phillip Pty Ltd (**Arthur Phillip**) and fully sub-underwritten by Stirling.

The underwriting is subject to the usual termination events, including if between 14 November 2008 and the close of the Rights Issue the ASX All Ordinaries Index falls by 15% or the price of copper on the London Metals Exchange falls by 20%. Arthur Phillips will be entitled to a 2% management fee and a 4% underwriting fee (of which Stirling will be entitled to a 2% sub-underwriting fee).

Offers under the Rights Issue will be made without disclosure to investors under Part 6D.2 and in accordance with section 708AA and item 10 of section 611 of the Corporations Act.

As noted above Stirling has acquired a 19.88% interest in Redbank. The Rights Issue may result in Stirling's relevant interest in Redbank increasing to a maximum of 73.29% (depending on the extent to which Redbank's other shareholders participate in the Rights Issue). This is in addition to the 50 million convertible notes referred to above. The following table indicates Stirling's potential relevant interest following the Rights Issue.

	Shares held by Stirling	% of Total Shares
Existing holding prior to the Rights Issue	43,500,000	19.88%
If Stirling takes up its entitlement and there is no shortfall	130,500,000	19.88%
If Stirling takes up its entitlement and there is a 25% shortfall	218,181,875	33.23%
If Stirling takes up its entitlement and there is a 50% shortfall	305,863,750	46.58%
If Stirling takes up its entitlement and there is a 75% shortfall	393,545,625	59.94%
If Stirling takes up its entitlement and there is a 100% shortfall*	481,227,500	73.29%
Note: *Other than the Shares subscribed for by Stirling under its Rights Issue entitlement.		

Stirling has informed the Company that if it were to gain effective control of the Company by virtue of its shareholding, including Shares issued under the Rights Issue, its current intentions are as follows:

- (a) procure that the Company will:
 - (i) generally continue the business of the Company;
 - (ii) not make any major changes to the business of the Company nor deploy any of the fixed assets of the Company; and
 - (iii) continue the employment of the Company's present employees; and
- (b) retain the current Board with the existing nominee of Stirling.

An Appendix 3B, proposed timetable and pro-forma Offer Document in relation to the Rights Issue is attached to this notice. The Offer Document and entitlement form is expected to be dispatched to eligible shareholders on 27 February 2009.

Notice under s708AA of the Act

The Company hereby notifies that:

1. the Company will offer the Shares for issue without disclosure to investors under Part 6D.2 of the Act;
2. the Company is providing this notice under paragraph 2(f) of section 708AA of the Act;
3. as at 13 February 2009 the Company has complied with the provisions of Chapter 2M of the Act as they apply to the Company;
4. as at 13 February 2009 the Company has complied with section 674 of the Act;
5. as at 13 February 2009 there is no information:
 - (a) that has been excluded from a continuous disclosure notice in accordance with the ASX Listing Rules; and
 - (b) that investors and their professional advisers would reasonably require for the purpose of making an informed assessment of:
 - (i) the assets and liabilities, financial position and performance, profits and losses and prospects of the Company; or
 - (ii) the rights and liabilities attaching to the Shares; and

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6. below is information on the impact that the offer under the Rights Issue may have on the control of the Company.

The Board considers that the Rights Issue provides an opportunity for Redbank to pursue business and exploration opportunities to increase shareholder wealth.

For and on behalf of the Board

Bruce Morrin
Managing Director
Redbank Mines Limited

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About Redbank Mines

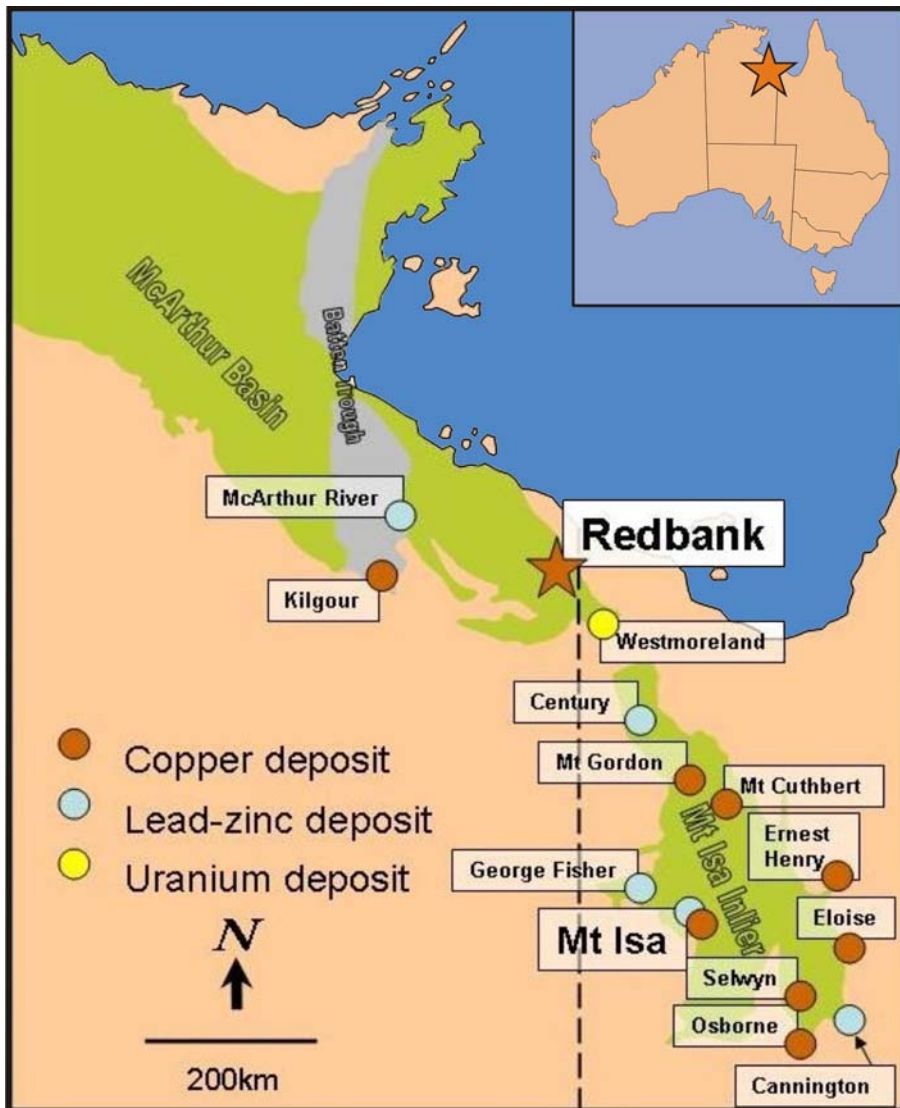
Redbank Mines is an Australian based ASX-listed resource company (ASX: RBM) focused on the development of the Redbank Copper Mine in the north east of the Northern Territory.

The project is located in the Redbank Mineral Field in the NT, where the Company holds a substantial ground position. The region hosts significant economic copper mineralization and is highly prospective for copper, cobalt, phosphate, manganese and uranium.

The Company acquired the Redbank Copper Mine in 2005, and has been generating some cashflow from the treatment of high grade oxide stockpiles to produce a high quality concentrate. The tenement package included numerous advanced copper targets.

In December 2007, Redbank secured an exploration joint venture with Glencore International, one of the world's largest commodity suppliers. The Company has also signed an off-take agreement with Glencore for the life of mine, based on marked based spot prices of copper.

Additional information is available at www.redbankmines.com.au



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**Non-Renounceable Rights Issue
Proposed Timetable**

Event	Date
Announcement of Rights Issue and Appendix 3B lodged with ASX	13 February 2009
Notice to Option Holders	13 February 2009
Notice to Shareholders	17 February 2009
Ex-date (date from which securities commence trading without the entitlement to participate in the Rights Issue)	18 February 2009
Record date (date for determining entitlements of eligible shareholders to participate in the Rights Issue)	24 February 2009
Dispatch of Offer Document to Shareholders (expected date of dispatch of offer document, entitlement and acceptance forms)	27 February 2009
Rights Issue Opens	27 February 2009
Closing Date *	17 March 2009
Notification to ASX of under subscriptions	19 March 2009
Allotment Date **	25 March 2009
Dispatch Holdings Statements	25 March 2009
<p>* Subject to the Listing Rules, the Directors reserve the right to extend the Closing Date of the Rights Issue at their discretion. Should this occur, the extension will have a consequential effect on the anticipated date of issue for the New Shares.</p>	
<p>** These Dates are indicative only.</p>	

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Appendix 3B

New issue announcement, application for quotation of additional securities and agreement

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 1/7/96. Origin: Appendix 5. Amended 1/7/98, 1/9/99, 1/7/2000, 30/9/2001, 11/3/2002, 1/1/2003, 24/10/2005.

Name of entity

Redbank Mines Limited

ABN

66 059 326 519

We (the entity) give ASX the following information.

Part 1 - All issues

You must complete the relevant sections (attach sheets if there is not enough space).

- | | | |
|---|--|--|
| 1 | +Class of +securities issued or to be issued | Ordinary fully paid shares |
| 2 | Number of +securities issued or to be issued (if known) or maximum number which may be issued | 437,727,500 Ordinary fully paid shares |
| 3 | Principal terms of the +securities (eg, if options, exercise price and expiry date; if partly paid +securities, the amount outstanding and due dates for payment; if +convertible securities, the conversion price and dates for conversion) | Ordinary fully paid shares |

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Appendix 3B
New issue announcement

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<p>4 Do the ⁺securities rank equally in all respects from the date of allotment with an existing ⁺class of quoted ⁺securities?</p> <p>If the additional securities do not rank equally, please state:</p> <ul style="list-style-type: none"> • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment 	<p>Yes</p>				
<p>5 Issue price or consideration</p>	<p>\$0.01</p>				
<p>6 Purpose of the issue (If issued as consideration for the acquisition of assets, clearly identify those assets)</p>	<p>The funds used will be used to undertake a detailed exploration program on the Redbank Copper Project, reduce existing debt facilities and for general working capital.</p>				
<p>7 Dates of entering ⁺securities into uncertificated holdings or despatch of certificates</p>	<p>24 March 2009</p>				
<p>8 Number and ⁺class of all ⁺securities quoted on ASX (including the securities in clause 2 if applicable)</p>	<table border="1"> <thead> <tr> <th data-bbox="686 1422 989 1478">Number</th> <th data-bbox="989 1422 1283 1478">⁺Class</th> </tr> </thead> <tbody> <tr> <td data-bbox="686 1478 989 1693">656,591,250</td> <td data-bbox="989 1478 1283 1693">Ordinary fully paid shares</td> </tr> </tbody> </table>	Number	⁺ Class	656,591,250	Ordinary fully paid shares
Number	⁺ Class				
656,591,250	Ordinary fully paid shares				

+ See chapter 19 for defined terms.

	Number	+Class
9 Number and +class of all +securities not quoted on ASX (including the securities in clause 2 if applicable)	4,000,000	Options (\$0.096; 30/01/2011)
	18,294,444	Options (\$0.02; 31/08/2009)
	300	B Class Shares
	50,000,000	Convertible Notes
10 Dividend policy (in the case of a trust, distribution policy) on the increased capital (interests)	N/A	

Part 2 - Bonus issue or pro rata issue

11 Is security holder approval required?	No
12 Is the issue renounceable or non-renounceable?	Non-renounceable
13 Ratio in which the +securities will be offered	2 for 1
14 +Class of +securities to which the offer relates	Ordinary Shares
15 +Record date to determine entitlements	24 February 2009
16 Will holdings on different registers (or subregisters) be aggregated for calculating entitlements?	Yes
17 Policy for deciding entitlements in relation to fractions	Round up to nearest whole number

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Appendix 3B
New issue announcement

18	Names of countries in which the entity has ⁺ security holders who will not be sent new issue documents	<p>United Kingdom Fiji Singapore Hong Kong United States of America Brunei Darussalam Switzerland Malaysia Netherlands Papua New Guinea Thailand Vanuatu</p>
	Note: Security holders must be told how their entitlements are to be dealt with.	
	Cross reference: rule 7.7.	
19	Closing date for receipt of acceptances or renunciations	17 March 2009
20	Names of any underwriters	<p>Arthur Phillip Pty Ltd – underwriter Stirling Resources Limited – sub-underwriter</p>
21	Amount of any underwriting fee or commission	<p>Commission – 4% of total funds raised Management Fee – 2% of total funds raised</p>
22	Names of any brokers to the issue	N/A
23	Fee or commission payable to the broker to the issue	N/A
24	Amount of any handling fee payable to brokers who lodge acceptances or renunciations on behalf of ⁺ security holders	N/A
25	If the issue is contingent on ⁺ security holders' approval, the date of the meeting	N/A
26	Date entitlement and acceptance form and prospectus or Product Disclosure Statement will be sent to persons entitled	<p>No prospectus will be issued. Offer Document and Entitlement Forms are expected to be dispatched on 27 February 2009.</p>
27	If the entity has issued options, and the terms entitle option holders to participate on exercise, the date on which notices will be sent to option holders	13 February 2009
28	Date rights trading will begin (if applicable)	N/A

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29	Date rights trading will end (if applicable)	N/A
30	How do +security holders sell their entitlements <i>in full</i> through a broker?	N/A
31	How do +security holders sell <i>part</i> of their entitlements through a broker and accept for the balance?	N/A
32	How do +security holders dispose of their entitlements (except by sale through a broker)?	N/A
33	+Despatch date	25 March 2009

Part 3 - Quotation of securities

You need only complete this section if you are applying for quotation of securities

- 34 Type of securities
(tick one)
- (a) Securities described in Part 1
- (b) All other securities
- Example: restricted securities at the end of the escrowed period, partly paid securities that become fully paid, employee incentive share securities when restriction ends, securities issued on expiry or conversion of convertible securities

Entities that have ticked box 34(a)

Additional securities forming a new class of securities

Tick to indicate you are providing the information or documents

- 35 If the +securities are +equity securities, the names of the 20 largest holders of the additional +securities, and the number and percentage of additional +securities held by those holders
- 36 If the +securities are +equity securities, a distribution schedule of the additional +securities setting out the number of holders in the categories
- 1 - 1,000
1,001 - 5,000
5,001 - 10,000

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Appendix 3B
New issue announcement

10,001 - 100,000
 100,001 and over

37 A copy of any trust deed for the additional +securities

Entities that have ticked box 34(b)

38 Number of securities for which +quotation is sought

39 Class of +securities for which quotation is sought

40 Do the +securities rank equally in all respects from the date of allotment with an existing +class of quoted +securities?

If the additional securities do not rank equally, please state:

- the date from which they do
- the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment
- the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment

41 Reason for request for quotation now

Example: In the case of restricted securities, end of restriction period

(if issued upon conversion of another security, clearly identify that other security)

	Number	+Class
42 Number and +class of all +securities quoted on ASX (including the securities in clause 38)		

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Quotation agreement

- 1 +Quotation of our additional +securities is in ASX's absolute discretion. ASX may quote the +securities on any conditions it decides.
- 2 We warrant the following to ASX.
- The issue of the +securities to be quoted complies with the law and is not for an illegal purpose.
 - There is no reason why those +securities should not be granted +quotation.
 - An offer of the +securities for sale within 12 months after their issue will not require disclosure under section 707(3) or section 1012C(6) of the Corporations Act.
Note: An entity may need to obtain appropriate warranties from subscribers for the securities in order to be able to give this warranty
 - Section 724 or section 1016E of the Corporations Act does not apply to any applications received by us in relation to any +securities to be quoted and that no-one has any right to return any +securities to be quoted under sections 737, 738 or 1016F of the Corporations Act at the time that we request that the +securities be quoted.
 - If we are a trust, we warrant that no person has the right to return the +securities to be quoted under section 1019B of the Corporations Act at the time that we request that the +securities be quoted.
- 3 We will indemnify ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from or connected with any breach of the warranties in this agreement.
- 4 We give ASX the information and documents required by this form. If any information or document not available now, will give it to ASX before +quotation of the +securities begins. We acknowledge that ASX is relying on the information and documents. We warrant that they are (will be) true and complete.



Sign here: Date: 13 February 2009
(~~Director~~/Company secretary)

Print name: Shannon Caporn.....

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REDBANK MINES LIMITED
ABN 66 059 326 519

RIGHTS ISSUE OFFER DOCUMENT

For a non-renounceable pro rata entitlements issue to Shareholders of 437,727,500 New Shares at an issue price of 1 cent per Share on the basis of two New Shares for every one Existing Share held to raise approximately \$4.37 million before issue costs

Underwriter
Arthur Phillip Pty Ltd
ABN 55 100 908 101

Important Notice

This document is not a prospectus. This document does not contain all of the information that an investor may require in order to make an informed investment decision regarding the New Shares offered by this document.

This document should be read in its entirety. If after reading this Offer Document you have any questions about the New Shares being offered under this Offer Document then you should consult your stockbroker, accountant or other professional adviser.

The New Shares offered by this Offer Document should be considered as speculative. The offer opens on 27 February 2009 and closes at 5:00pm WST on 17 March 2009. Valid acceptances must be received before that time.

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IMPORTANT NOTES

This Offer Document is dated 27 February 2009 and is for a rights issue of continuously quoted securities (as defined in the Corporations Act) of the Company. The rights issue under this Offer Document falls within section 708AA of the Corporations Act and does not require disclosure. Accordingly, the level of disclosure in this Offer Document is significantly less than that required under a prospectus and Eligible Shareholders should rely on their own knowledge of the Company, refer to disclosures made by the Company to ASX and consult their professional advisers before deciding whether to accept the Offer.

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

Eligible Shareholders will receive an Acceptance Form with this Offer Document. The Offer may only be accepted by Eligible Shareholders and does not constitute an offer in any place in which or to any person to whom, it would be unlawful to make such an offer.

This Offer Document including each of the documents attached to it and which form part of this Offer Document is important and should be read in its entirety prior to making an investment decision. If you do not fully understand this Offer Document or are in any doubt as to how to deal with it, you should consult your professional adviser.

If you complete an Application Form, you will be providing personal information to the Company (directly or by the Company's share registry). The Company collects, holds and will use that information to assess your application, service your needs as a Shareholder, facilitate distribution payments and corporate communications to you as a Shareholder and carry out administration. The information may also be used from time to time and disclosed to persons inspecting the register, bidders for your securities in the context of takeovers, regulatory bodies, including the Australian Taxation Office, authorised securities brokers, print service providers, mail houses and the Company's share registry.

You can access, correct and update the personal information that we hold about you. Please contact the Company or its registry if you wish to do so at the relevant contact numbers set out in this Offer Document.

Collection, maintenance and disclosure of certain personal information is governed by legislation including the *Privacy Act 1988* (Cth) (as amended), the Corporations Act and certain rules such as the SCH Business Rules. You should note that if you do not provide the information required on the Application Form, the Company may not be able to accept or process your application.

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1. CHAIRMAN'S LETTER

Dear Fellow Shareholders,

Commodity price trends and capital markets have created dramatic challenges for investors and the resources sector in general over the last year. Redbank Mines Limited is fortunate in having a strong core project in its namesake Redbank Copper Project in the Northern Territory, Australia. With the support of Stirling Resources Limited, a new major Shareholder, your Company is pleased to be able to offer this fully underwritten rights issue to Shareholders. Funds raised will be applied mainly to the cost of a focussed high grade resource drilling program, project development studies, progressing regulatory approvals, settling corporate debt obligations and general working capital.

The project already has a significant high grade copper resource contained in discrete mineralised breccia pipes that extend vertically over 300m from surface. A \$2.5 million drilling program will focus on extensions of the known high grade resources and testing well defined targets for as yet undiscovered breccia pipes. The program will commence as soon as current wet season conditions abate. The aim is to provide the basis for a major redevelopment of Redbank as a mid sized economically robust high grade copper producer.

Project development studies and the regulatory approval process have already commenced and will be on going concurrent with the drilling to ensure the best possible time frame for the recommencement of copper production.

As noted above, the Company enjoys the strong support of Stirling, its largest Shareholder. Stirling currently holds approximately 19.88% of the Company. Depending on acceptances under the rights issue, Stirling may potentially acquire up to 73.29% of the Company if no other Shareholder takes up their entitlement. See section 5.4 of this offer document for further details.

While no one can accurately predict when commodity prices and equity markets will recover it is clear that companies with economically robust projects in advanced stages of exploration and development will be best placed to take early advantage of improving economic conditions.

Yours sincerely



Dr James Searle
Chairman

2. CORPORATE DIRECTORY

Directors

Dr James Searle	Chairman
Mr Bruce Morrin	Managing Director
Ms Sue Field	Executive Director
Mr Bernie Siddall	Non-Executive Director
Mr Michael Kiernan	Non-Executive Director

Company Secretary

Ms Shannon Caporn

Principal and Registered Office

Level 2, BGC Centre
28 The Esplanade
Perth WA 6000

Telephone: (08) 9322 6045

Facsimile: (08) 9481 5557

Website: www.redbankmines.com.au

Solicitor

Pullinger Readhead Lucas
Commercial Lawyers
Level 2, 50 Kings Park Road
West Perth WA 6005

Share Register

Computershare Investor Services Pty Limited
Level 2
45 St George's Terrace
Perth WA 6000

Telephone: (08) 9323 2000

Facsimile: (08) 9323 2033

ASX Code

RBM

3. DETAILS OF THE OFFER

3.1 Introduction

The Company is making a non-renounceable pro rata entitlements issue to Shareholders at an issue price of \$0.01 each on the basis of two New Shares for every one Existing Share held as at the Record Date (**Offer**).

The Company currently has on issue 218,863,750 Shares and 22,294,444 unlisted options (which carry no entitlement to participate in the Offer). The Company expects that approximately 437,727,500 New Shares will be issued under the Offer raising \$4,377,275 (before issue costs). The number of New Shares issues may increase depending on the number of options exercised prior to the Record Date.

The Company intends to apply the funds raised to continue to undertake a detailed exploration program on the Redbank Copper Project, to reduce debt and for general working capital purposes.

The number of New Shares to which you are entitled is calculated as at the Record Date and is shown on the Application Form which accompanies this Offer Document.

The Directors may at any time in conjunction with the Underwriter decide to withdraw this Offer Document and the offer of New Shares made under this Offer Document in which case the Company will return all application monies (without interest) within 28 days of giving such notice of withdrawal.

3.2 Effect of the Offer on the Capital Structure

On the basis of the Company's capital structure as at 13 February 2009, the capital structure of the Company following the completion of the Offer will be as follows:

Ordinary Fully Paid Shares	Number
Currently on issue	218,863,750
New Shares now offered under the Offer ¹	437,727,500
Total Ordinary Fully Paid Shares on issue at completion of the Offer	656,591,250
Options²	
Unlisted options exercisable at \$0.09 each on or before 30 January 2011	4,000,000
Unlisted options exercisable at \$0.02 each on or before 31 August 2009	18,294,444
1. This number may increase depending on the number of Options exercised prior to the Record Date.	
2. Any or all of these Options may have been exercised up to the Record Date which will increase the number of Shares on issue and will increase the number of New Shares to be issued under the Offer by a corresponding number.	
3. The Company also has 300 B Class Shares and 50,000,000 Convertible Notes.	

3.3 Underwriting

The Issue is fully underwritten by the Underwriter. A summary of the Underwriting Agreement is set out in section 5.2. Subject to the terms of the Underwriting Agreement, the Underwriter will subscribe for the New Shares which have not been accepted under the Issue.

3.4 Timetable for the Issue

Announcement of Rights Issue and Application to ASX for official quotation of the New Shares	13 February 2009
Notice to Shareholders	17 February 2009
Ex Date (date from which securities commence trading without the entitlement to participate in the Offer)	18 February 2009
Record Date	24 February 2009
Dispatch of Offer Document and Application Form to Eligible Shareholders and Section 708AA notice given to ASX	27 February 2009
Offer Opening Date	27 February 2009
Closing Date (5 p.m. WST)	17 March 2009
Holding Statements for New Shares dispatched and notify ASX of dispatch	25 March 2009

The Company, in conjunction with the Underwriter, reserves the right to vary the above dates, subject to the Corporations Act and Listing Rules.

3.5 No Rights Trading

The rights to the New Shares pursuant to the Issue are non-renounceable. Accordingly, there will be no trading of these rights. If you do not take up your entitlement the Offer will lapse and the New Shares will be dealt with by the Underwriter.

3.6 Acceptances and Entitlements

This Offer may be accepted in whole or in part prior to the Closing Date subject to the rights of the Company and the Underwriter to extend the Offer period or close the Offer early.

Fractional entitlements or allocations (as the case may be) to New Shares will be rounded up to the nearest whole number. Acceptance cannot exceed your entitlement as shown on the Application Form. If it does, acceptance will be deemed to be for your maximum entitlement and any surplus subscription funds will be returned.

3.7 Action required by Shareholders

(a) Acceptance in Full

If you wish to take up all of your entitlement, please complete the Application Form (in accordance with the instructions on that form) and forward it, together with your payment for the amount shown, to the Company's share registry at the address shown below by the Closing Date.

(b) Partial Acceptance

If you wish to take up part of your entitlement, please complete the Application Form (in accordance with the instructions on that form) by inserting the number of New Shares for which you wish to accept and forward it, together with your payment for the total amount payable to the Company's share registry at the address shown below by the Closing Date.

(c) Non Acceptance

If you do not wish to take up any part of your entitlement you are not required to take any action.

If you have any queries concerning your entitlement, please contact:

**Shannon Caporn
Company Secretary
Redbank Mines Limited
Tel: (08) 9322 7600 Fax: (08) 9322 7602**

or contact your stockbroker or professional adviser.

Please ensure that your completed Acceptance Form and cheque are received by the Company's share registry at:

By delivery to:

Computershare Investor Services Pty Limited
Level 2, 45 St Georges Terrace
Perth WA 6000

By Post to:

Computershare Investor Services Pty Limited
GPO Box D182
Perth WA 6840

by no later than **5:00pm (WST) on the Closing Date**. Cheques should be made payable to "Redbank Mines Limited – Share Application Account" and crossed "Not Negotiable".

Please note that payment via BPAY must be made by no later than **4.00pm WST on the Closing Date**. Applicants should be aware that their own financial institution may implement earlier cut off times with regards to electronic payment and it is the responsibility of the applicant to ensure that funds are submitted through BPAY by the date and time mentioned above. If you elect to pay via BPAY, you must follow the instructions for BPAY set out in the Acceptance Form and you will not need to return the Acceptance Form.

3.8 Rights and Liabilities attaching to New Shares

The New Shares will rank equally in respect of dividends and have the same rights in all other respects (eg voting, bonus issues) as Existing Shares.

Full details of the rights and liabilities attaching to Shares are set out in the Company's Constitution, a copy of which is available for inspection at the Company's registered office during normal business hours.

3.9 No Offer to Overseas Shareholders

In accordance with Listing Rule 7.7, sections 9A and 615 of the Corporations Act, no Offer is being made to Shareholders resident outside Australia and New Zealand. The Company has determined that it would be unreasonable to make the Offer of New Shares to Non-participating Shareholders having regard to the number of Non-participating Shareholders, the number and value of the New Shares that would otherwise be offered and the costs in complying with the legal and regulatory requirements of those jurisdictions. No action has been taken to comply with legal and regulatory requirements of jurisdictions outside Australia and New Zealand to permit an offer of the New Shares in any jurisdiction outside Australia and New Zealand.

The Company will send a copy of this Offer Document to each Non-participating Shareholder in order to inform all Non-participating Shareholders that the Offer is not being made to them.

In order to ensure that exception 10 to section 611 of the Corporations Act extends to the Underwriter and all sub-underwriters to the Issue, the Company states that the Underwriter has been appointed as the nominee on behalf of Non-participating Shareholders for the purposes of

section 615(a) of the Corporations Act. No further action needs to be taken by or in relation to Non-participating Shareholders.

Notwithstanding the above, the Company (in conjunction with the Underwriter) reserves the right to extend the Offer to a Non-participating Shareholder where the Company determines that it is lawful to do so and in the Company's best interests.

3.10 ASX Quotation

Application for official quotation by ASX of the New Shares offered pursuant to this Offer Document has been made. The fact that ASX may grant official quotation to the New Shares is not to be taken in any way as an indication of the merits of the Company or the New Shares now offered for subscription.

3.11 CHESS

The Company will apply to ASX to participate in CHESS, for those investors who have, or wish to have, a sponsoring stockbroker. Investors who do not wish to participate through CHESS will be issuer sponsored by the Company. As the sub-registers are electronic, ownership of securities can be transferred without having to rely upon paper documentation.

Electronic registers mean that the Company will not be issuing certificates to investors. Instead, investors will be provided with a statement (similar to a bank account statement) that sets out the number of New Shares allotted to them under this Offer Document. The notice will also advise holders of their Holder Identification Number (**HIN**) and explain, for future reference, the sale and purchase procedures under CHESS and issuer sponsorship.

Further monthly statements will be provided to holders if there have been any changes in their security holding in the Company during the preceding month.

4. RISK FACTORS

An investment in New Shares should be regarded as speculative. In addition to the general risks applicable to all investments in listed securities, the following is a summary of specific risks associated with an investment in the Company:

4.1 Economic Risks

General economic conditions, movements in interest and inflation rates and currency exchange rates may have an adverse effect on the Company's exploration, development and future production activities, as well as on its ability to fund those activities.

4.2 Security Investments

Mineral exploration and mining are speculative operations that may be hampered by circumstances beyond the control of the Company. Profitability depends on successful exploration and/or acquisition of reserves, design and construction of efficient processing facilities, competent operation and management and proficient financial management.

Exploration in itself is a speculative endeavour, while mining operations can be hampered by force majeure circumstances and cost overruns for unforeseen events.

4.3 Exploration and Evaluation Risks

The success of the Company depends on the delineation of economically minable reserves and resources, access to required development capital, movement in the price of commodities, securing and maintaining title to the Company's exploration and mining tenements and obtaining all consents and approvals necessary for the conduct of its exploration activities.

Exploration on the Company's existing exploration and mining tenements may be unsuccessful, resulting in a reduction of the value of those tenements, diminution in the cash reserves of the Company and possible relinquishment of the exploration and mining tenements.

4.4 Commodity Price and Exchange Rate Risks

To the extent the Company is involved in mineral production the revenue derived through the sale of commodities may expose the potential income of the Company to commodity price and exchange rate risks. Commodity prices fluctuate and are affected by many factors beyond the control of the Company. Such factors include supply and demand fluctuations for precious and base metals, technological advancements, forward selling activities and other macro-economic factors.

Furthermore, international prices of various commodities are denominated in United States dollars, whereas the income and expenditure of the Company are and will be taken into account in Australian currency, exposing the Company to the fluctuations and volatility of the rate of exchange between the United States dollar and the Australian dollar as determined in international markets.

The Company currently has a sales offtake agreement for copper cement in place with a single customer, Glencore International AG (Glencore). Pursuant to this agreement the Company invoices Glencore in US dollars under deferred physical delivery arrangements at a provisional spot price at the date of invoicing. Final pricing is determined by reference to the average spot price of the quotational period elected by Glencore, being the average price for the nominated quotational period which under the Agreement can be either 1, 2, 3 or 4 months after the month of arrival of their carrying vessel in the port of discharge. At the end of each reporting period the recorded sale is marked to market based on management's best estimate of expected price including any adjustment arising from foreign exchange fluctuations and recognised in the Income Statement. At the end of the quotational period a final invoice is raised based on the then prevailing market price and a final adjustment is made to the Income Statement to reflect the final price received in Australian dollars. The Company currently has a number of open contracts which the Company has estimated to have a potential exposure of approximately \$870,000. Depending on the final copper and foreign exchange prices realised in the market at the time these contracts are closed the actual exposure may either increase or decrease.

4.5 Environmental Risks

The operations and proposed activities of the Company are subject to State and Federal laws and regulation concerning the environment. As with most exploration projects and mining operations, the Company's activities are expected to have an impact on the environment, particularly if advanced exploration or mine development proceeds. The Company attempts to conduct its activities to the highest standard of environmental obligation, including compliance with all environmental laws.

4.6 Native Title and Title Risks

Interests in tenements in Australia are governed by the respective State legislation and are evidenced by the granting of licences or leases. Each licence or lease is for a specific term and carries with it annual expenditure and reporting commitments, as well as other conditions requiring compliance. Consequently, the Company could lose title to or its interest in tenements if licence conditions are not met or if insufficient funds are available to meet expenditure commitments.

It is also possible that, in relation to tenements which the Company has an interest in or will in the future acquire such an interest, there may be areas over which legitimate common law native title rights of Aboriginal Australians exist. If native title rights do exist, the ability of the Company to gain access to tenements (through obtaining consent of any relevant landowner), or to progress from the exploration phase to the development and mining phases of operations may be affected.

The Directors closely monitor the potential effect of native title claims involving tenements in which the Company has or may have an interest.

4.7 Joint Venture Parties, Agents and Contractors

The Directors are unable to predict the risk of financial failure or default by a participant in any joint venture to which the Company is or may become a party or the insolvency or managerial failure by any of the contractors used by the Company in any of its activities or the insolvency or other managerial failure by any of the other service providers used by the Company for any activity.

4.8 Future Capital Requirements

The Company's activities will require substantial expenditures. There can be no assurances that the Company will have sufficient capital resources, or that it will be able to obtain additional resources on terms acceptable to the Company or at all. Any additional equity financing may be dilutive to Shareholders and any debt financing if available may involve restrictive covenants, which limit the Company's operations and business strategy.

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.

4.9 Potential Acquisitions

As part of its business strategy, the Company may make acquisitions of or significant investments in companies, products, technologies or resource projects. Any such future transactions would be accompanied by the risks commonly encountered in making acquisitions of companies, products, technologies or resource projects.

4.10 Resource Estimations

Resource estimates are expressions of judgment 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 past drilling, sampling and interpretations, resource estimates may need to be altered in a way that could adversely affect the Company's operations.

4.11 Reliance on Key Personnel

The Company's success depends largely on the core competencies of its directors and management, and their familiarisation with, and ability to operate, in the metals and mining industry and the Company's ability to retain its key executives.

5. ADDITIONAL INFORMATION

5.1 Disclosing Entity and Enhanced Disclosure Securities

The Company is a disclosing entity for the purposes of the Corporations Act and its Shares are enhanced disclosure securities quoted on ASX, and as such are subject to regular reporting and disclosure obligations.

This Offer Document is intended to be read in conjunction with the publicly 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. Investors should therefore have regard to the other publicly available information in relation to the Company before making a decision whether or not to invest.

Copies of the Company's announcements can be obtained from www.asx.com.au or www.redbankmines.com.au.

5.2 Underwriting Agreement

The Company has entered into the Underwriting Agreement with the Underwriter. Pursuant to the Underwriting Agreement, the Underwriter will be entitled to an underwriting fee equalling 4% of the amount raised under the Offer and a management fee of 2% of the amount raised under the Offer. In addition the Company will pay and will indemnify and keep indemnified the Underwriter against and in relation to, all reasonable costs and expenses of and incidental to the Offer.

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

Termination

The Underwriting Agreement provides that the Underwriter may terminate the Underwriting Agreement and its obligations thereunder if, prior to 5pm on the Closing Date:

- (a) (Indices fall): at any time from the close of business on 13 November 2008:
 - (i) the S&P ASX 200 Index falls by 15% or more; or
 - (ii) the price of copper on the London Metals Exchange falls by 20% or more;
- (b) (Offer Document): the Company does not dispatch the Offer Document to Shareholders on the Dispatch Date or the Offer Document or the Offer is withdrawn by the Company;
- (c) (No Quotation Approval): the Company fails to lodge an Appendix 3B in relation to the Underwritten Shares with ASX by the time required by the Corporations Act, the Listing Rules or any other regulation;
- (d) (Non compliance with requirements): it transpires that the Offer Document does not contain all the information required by the Corporations Act;
- (e) (Restriction on allotment): the Company is prevented from allotting the Underwritten 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;

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- (f) (ASIC application): an order is made under Section 1324B or any other provision of the Corporations Act in relation to the Offer Document;
 - (g) (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, which in the Underwriter's reasonable opinion has a Material Adverse Effect;
 - (h) (Hostilities): there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of this Agreement involving one or more of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, the United States of America, India, Pakistan, or the Peoples Republic of China or any member of the European Union (Specified Countries) other than hostilities involving Afghanistan, Iraq, Iran, Syria, Lebanon or Israel and the Underwriter believes (on reasonable grounds) that the outbreak or escalation is likely to result in the S&P ASX 200 Index falling by the percentage contemplated by clause (a) above and the Underwriter forms the reasonable opinion (reached in good faith), that this has or is likely to have, or could reasonably be expected to have, a Material Adverse Effect or could give rise to a liability of the Underwriter under the Corporations Act;
 - (i) (Authorisation): any authorisation which is material to anything referred to in the Offer Document is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter acting reasonably;
 - (j) (Indictable offence): a director of the Company is charged with an indictable offence;
 - (k) (Regulatory Approvals): prior to the Closing Date, the sub-underwriters fail to obtain all required regulatory approvals (if any) to subscribe for the Shortfall Shares in accordance with the terms of any sub-underwriting agreement entered into with the Underwriter; or
 - (l) (Termination Events):, any of the following events occurs:
 - (i) (Default): default or breach by the Company under this Agreement of any terms, condition, covenant or undertaking;
 - (ii) (Incorrect or untrue representation): any representation, warranty or undertaking given by the Company in this Agreement is or becomes untrue or incorrect;
 - (iii) (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;
 - (iv) (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;
 - (v) (Public statements): without the prior approval of the Underwriter a public statement is made by the Company in relation to the Offer or the Offer Document;
 - (vi) (Misleading information): any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offer or the affairs of any Relevant Company is or becomes misleading or deceptive or likely to mislead or deceive;
 - (vii) (Official Quotation qualified): the official quotation is qualified or conditional other than as contemplated under the Underwriting Agreement;

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- (viii) (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;
 - (ix) (Prescribed Occurrence): a Prescribed Occurrence occurs;
 - (x) (Suspension of debt payments): the Company suspends payment of its debts generally;
 - (xi) (Event of Insolvency): an Event of Insolvency occurs in respect of a Relevant Company;
 - (xii) (Judgment against a Relevant Company): a judgment in an amount exceeding \$100,000.00 is obtained against a Relevant Company and is not set aside or satisfied within 7 days;
 - (xiii) (Litigation): litigation, arbitration, administrative or industrial proceedings are after the date of this Agreement commenced against any Relevant Company;
 - (xiv) (Board and senior management composition): there is a change in the composition of the Board or a change in the senior management of the Company before the date of issue of the Underwritten Shares without the prior written consent of the Underwriter (such consent not to be unreasonably withheld);
 - (xv) (Change in shareholdings): there is a material change in the major or controlling shareholdings of a Relevant Company (other than as a result of the Issue, a matter disclosed in the Offer Document) 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;
 - (xvi) (Timetable): there is a delay in any specified date in the Timetable which is greater than 5 Business Days;
 - (xvii) (Force Majeure): a Force Majeure affecting the Company's business or any obligation under the Agreement lasting in excess of 7 days occurs;
 - (xviii) (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;
 - (xix) (Capital Structure): any Relevant Company alters its capital structure in any manner not contemplated by the Offer Document;
 - (xx) (Breach of Material Contracts): any of the Contracts are terminated or substantially modified; or
 - (xxi) (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
 - (xxii) (Sub-underwriters): any of the sub-underwriters:

- (A) fail to perform their obligations in favour of the Underwriter;
- (B) do not comply with their obligations under any sub-underwriting agreement; or
- (C) threaten to not comply with their respective obligations under the sub-underwriting agreement;

and the Underwriter forms the reasonable opinion (reached in good faith), that the event has or is likely to have, or could reasonably be expected to have, a Material Adverse Effect or could give rise to a liability of the Underwriter under the Corporations Act

Definitions

The definitions used in this summary of the Underwriting Agreement are the same as used in this Offer Document except as set out below:

- (a) **ASIC** means the Australian Securities and Investments Commission.
- (b) **Business Day** means a day upon which ASX is open for trading in securities and trading banks in Perth, Western Australia are open for general banking business.
- (c) **Contracts** means all material agreements of the Company as disclosed to ASX.
- (d) **Dispatch Date** means 27 February 2009 or such other date as agreed between the parties.
- (e) **Event of Insolvency** means:
 - (i) 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;
 - (ii) a liquidator or provisional liquidator is appointed in respect of a corporation;
 - (iii) any application (not being an application withdrawn or dismissed within 21 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:
 - (A) appointing a person referred to in paragraphs (a) or (b);
 - (B) winding up a corporation; or
 - (C) proposing or implementing a scheme of arrangement;
 - (iv) 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;
 - (v) 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;
 - (vi) a person becomes, or admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts; or

- (vii) 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.
- (f) **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.
- (g) **Insolvency Provision** means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any law 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.
- (h) **Issue** means a non- renounceable rights issue of the Underwritten Shares on the basis of two (2) new Shares for every one (1) Share held on the Record Date, as offered pursuant to the Offer Document.
- (i) **Material Adverse Effect** means:
- (i) a material adverse effect on the outcome of the Offer or on the subsequent market for the Underwritten Shares (including, without limitation, a material adverse effect on a decision of an investor to invest in Underwritten Shares); or
 - (ii) a material adverse effect on the condition, trading or financial position and performance, profits and losses, results, prospects, business or operations of the Company and its Subsidiaries taken as a whole.
- (j) **Prescribed Occurrence** means:
- (i) a Relevant Company converting all or any of its shares into a larger or smaller number of shares;
 - (ii) a Relevant Company resolving to reduce its share capital in any way;
 - (iii) a Relevant Company:
 - (A) entering into a buy back agreement; or
 - (B) resolving to approve the terms of a buy back agreement under Section 257D or 257E of the Corporations Act;
 - (iv) a Relevant Company making an issue of, or granting an option to subscribe for, any of its shares or any other securities, or agreeing to make such an issue or grant such an option (other than pursuant to the Offer);
 - (v) a Relevant Company issuing, or agreeing to issue, convertible notes;
 - (vi) a Relevant Company disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
 - (vii) a Relevant Company charging, or agreeing to charge, the whole, or a substantial part, of its business or property;
 - (viii) a Relevant Company resolving that it be wound up;

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- (ix) the appointment of a liquidator or provisional liquidator of a Relevant Company;
 - (x) the making of an order by a court for the winding up of a Relevant Company;
 - (xi) an administrator of a Relevant Company, being appointed under Section 436A, 436B or 436C of the Corporations Act;
 - (xii) a Relevant Company executing a deed of company arrangement; or
 - (xiii) 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.
- (k) **Relevant Company** means the Company and each Subsidiary.
- (l) **Subsidiary** means each company which is now, or before the issue of all the Underwritten Shares becomes, a subsidiary of the Company as that term is defined in the Corporations Act.
- (m) **Timetable** means the timetable set out in the Offer Document.
- (n) **Underwritten Shares** means 437,727,500 Shares plus any Shares to be offered under the Issue as a result of the conversion of Options prior to the Record Date.

5.3 Sub-underwriting

The Offer is fully sub-underwritten by the Sub-Underwriter (Stirling Resources Limited) pursuant to a sub-underwriting agreement between the Underwriter and the Sub-Underwriter. Pursuant to the Sub-Underwriting Agreement, the Sub-Underwriter will subscribe for the entire Shortfall. The Sub-Underwriter will receive a sub-underwriting fee of 2% of the amount raised under the Offer.

The Sub-Underwriter's obligations in respect of the Sub-Underwriting Agreement with the Underwriter will terminate only if the Underwriter's obligations under the Underwriting Agreement cease or are terminated. The Underwriter will have absolute discretion as to whether or not to rely upon its right to elect that its obligations shall cease or to terminate its obligations in the circumstances contemplated by the Underwriting Agreement.

As at the date of this Offer Document, the Sub-Underwriter holds 43,500,000 Shares representing a 19.88% interest in the Company. Further details of the Sub-Underwriter's sub-underwriting of the Offer, including the potential effect on the voting power in and control of the Company, are contained in section 5.4 of this Offer Document.

5.4 Effect of the Offer on the control of the Company

The effect of control on the Company will be as follows:

- (a) If all Shareholders of the Company on the Record Date take up their entitlements under the Offer, then the Offer will have no effect on the control of the Company.
- (b) If the Shareholders take up only some of their entitlements under the Offer then the Offer will have an effect on control of the Company because the shortfall will be taken up by the Underwriter and allocated to the Sub-Underwriter.

The interests of the Sub-Underwriter in shares in the Company will change as a result of sub-underwriting the Offer. As at the date of this Offer Document it is not possible to determine the

precise changes that will occur, because the number of shortfall shares is not yet known. The following table sets out two alternative scenarios demonstrating the potential change in control of the Company following the underwriting assuming various shortfall scenarios from no shortfall to a 100% shortfall under the Offer, that may occur to the Sub-Underwriter:

	Number of Shares held by Stirling (Sub-Underwriter)	% of Total Shares
Existing Holding prior to the Rights Issue	43,500,000	19.88%
If Stirling takes up its entitlement and there is no shortfall	130,500,000	19.88%
If Stirling takes up its entitlement and there is a 25% shortfall	218,181,875	33.23%
If Stirling takes up its entitlement and there is a 50% shortfall	305,863,750	46.58%
If Stirling takes up its entitlement and there is a 75% shortfall	393,545,625	59.94%
If Stirling takes up its entitlement and there is a 100% shortfall*	481,227,500	73.29%
Note: *Other than the Shares subscribed for by Stirling under its Rights Issue entitlement.		

Stirling has informed the Company that if it were to gain effective control of the Company by virtue of its shareholding, including Shares issued under the Offer, its current intentions are as follows:

- (a) procure that the Company will:
 - (i) generally continue the business of the Company;
 - (ii) not make any major changes to the business of the Company nor deploy any of the fixed assets of the Company; and
 - (iii) continue the employment of the Company's present employees; and
- (b) retain the current Board with the existing nominee of Stirling.

5.5 Rights Issue Notice

The Company has lodged with ASX a notice in accordance with section 708AA Corporations Act which sets out, amongst other information, the effect of the Offer on the control of the Company, taking into account the identity and current shareholdings of the sub-underwriters to the Offer. This notice may be reviewed on the websites of the Company and ASX.

GLOSSARY

Application Form means the entitlement and acceptance form accompanying this Offer Document.

ASX means ASX Limited (ABN 51 008 624 691) or, where the context permits, the Australian Securities Exchange operated by ASX limited.

Business Day means a day on which trading takes place on the stock market of ASX.

CHESS means ASX Clearing House Electronic Sub-registry System.

Closing Date means 17 March 2009, or such other date as may be determined by the Directors and the Underwriters under this Offer Document.

Company means Redbank Mines Limited (ABN 66 059 326 519).

Constitution means the Company's Constitution as at the date of this Offer Document.

Convertible Notes means the convertible notes issued by the Company at \$0.02 each which mature on 31 December 2009 and are convertible into 1 Share per convertible note (subject to Shareholder approval).

Corporations Act means the Corporations Act 2001 (Commonwealth).

Directors means directors of the Company at the date of this Offer Document.

Dollar or **\$** means Australian dollars.

Eligible Shareholders means a Shareholder on the Record Date other than a Non-participating Shareholder.

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

Issue or **Offer** means the offer and issue of Securities under this Offer Document.

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

New Shares means a fully paid ordinary share in the capital of the Company to be issued under this Offer Document.

Non-participating Shareholder means Shareholders on the Record Date who are resident outside Australia and New Zealand.

Offer Document means this document.

Redbank means Redbank Mines Limited (ABN 66 059 326 519).

Record Date means 24 February 2009.

SCH Business Rules means the business rules of the securities clearing house which operates CHESS.

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

Shareholder means the holder of a Share.

Sub-Underwriter or **Stirling** means Stirling Resources Limited (ABN 94 009 659 054).

Sub-Underwriting Agreement means the sub-underwriting agreement dated 11 February 2009 between the Sub-Underwriter and the Underwriter.

Underwriter means Arthur Phillip Pty Ltd (ABN 55 100 908 101).

Underwriting Agreement means the underwriting agreement dated 12 February 2009 between the Underwriter and the Company.

WST means Western Standard Time.

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