



24 May 2022

CLEANSING NOTICE UNDER SECTION 708A(12C)(e) OF THE CORPORATIONS ACT

This cleansing notice (**Cleansing Notice**) is given by Allegiance Coal Limited (ASX:AHQ) (**Company**) under section 708A(12C)(e) of the *Corporations Act 2001* (Cth) (**Corporations Act**) (as notionally inserted by *ASIC Corporations (Sale Offers: Securities Issued on Conversion of Convertible Notes) Instrument 2016/82*).

The Company advises that it has today agreed to issue 30,700,000 convertible notes. The convertible notes were issued without disclosure to investors under Part 6D.2 of the Corporations Act.

The purpose of this Cleansing Notice is to enable the shares that may be issued on any future conversion of the convertible notes to be on-sold to retail investors without further disclosure.

This Cleansing Notice is an important document and should be read in its entirety. Neither ASIC nor ASX takes any responsibility for the contents of this Cleansing Notice.

1. Background

The Company announced on 24 May 2022 that it is proposing to undertake a capital raising by the issue of secured convertible notes (**Convertible Notes** or **Notes**) to Collins St Convertible Notes Pty Ltd as trustee for The Collins St Convertible Notes Fund (**Noteholder**) to raise \$42,857,143 (before costs) as follows:

- (a) an initial issue of 30,700,000 Notes (**Tranche 1 Convertible Notes**) upon the receipt of \$30,700,000 from the Noteholder, which completed on 24 May 2022; and
- (b) a subsequent issue of 12,157,143 Notes (**Tranche 2 Convertible Notes**) upon the receipt of \$12,157,143 from the Noteholder.

The Company has today issued 30,700,000 Tranche 1 Convertible Notes to the Noteholder.

The subscription and issue of the Tranche 2 Convertible Notes is subject to and conditional on the satisfaction or waiver of the following material conditions precedent (in summary):

- (a) a mining valuation specialist providing a valuation report to the Noteholder in respect of the security and such valuation being satisfactory to the Noteholder in its sole discretion;
- (b) the completion of due diligence by the Noteholder into the Company and its related entities to the satisfaction of the Noteholder in its sole discretion; and
- (c) the parties executing the required security documentation.

An additional cleansing notice will be issued following the issue of the Tranche 2 Convertible Notes.



The terms of the Notes are in the Convertible Notes Agreement (**Agreement**) executed by the Company and the Noteholder.

The Directors of the Company (**Directors**) consider that the entry into the Agreement and the issue of the Notes is in the best interests of Shareholders as it provides funding for the repayment of the Nebari Natural Resources Credit Fund I, LP (**Nebari**) secured loan and for general working capital.

The Company has agreed to issue the Notes pursuant to its placement capacity under ASX Listing Rule 7.1.

2. Contents of this Cleansing Notice

This Cleansing Notice sets out the following:

- (a) in relation to the Tranche 1 Notes:
 - (i) the effect of the issue on the Company;
 - (ii) a summary of the rights and liabilities attaching to the Convertible Notes; and
 - (iii) a summary of the rights and liabilities attaching to the fully paid ordinary shares (**Shares**) that will be issued on the conversion of the Convertible Notes; and
- (b) any information that:
 - (i) has been excluded from continuous disclosure notices in accordance with the ASX Listing Rules; and
 - (ii) is information that investors and their professional advisors would reasonably require for the purpose of making an informed assessment of:
 - (A) the assets and liabilities, financial position and performance, profits and losses and prospects of the Company; and
 - (B) the rights and liabilities attaching to the Shares; and
 - (C) other information relating to the Company's status as a disclosing entity.

3. The effect of the issue on the Company

3.1 Effect of the issue on the Company

The principal effect of the issue of the Tranche 1 Notes on the Company will be to:



- (a) increase the Company's cash reserves by up to \$8,154,470 (after repayment to Nebari, but before costs associated with the Notes issue);
- (b) increase the number of unquoted Notes on issue from nil to 30,700,000;
- (c) give rise to the Company having a secured liability for the aggregate amount of the Face Value of the Notes (\$30,700,000); and
- (d) if the Notes are converted, either wholly or in part to Shares, increase the number of Shares on issue as a consequence of the issue of Shares on such conversion.

3.2 Pro-forma consolidated statement of financial position

- (a) Set out in Annexure A is a pro forma consolidated Statement of Financial Position as at 31 December 2021 for the Company based on the unaudited 31 December 2021 accounts adjusted to reflect the Notes issue and has been prepared on the basis of the accounting policies normally adopted by the Company.
- (b) The pro forma financial information is presented in an abbreviated form in so far as it does not include all of the disclosures required by the International Accounting Standards applicable to the Company's annual financial statements. The pro forma financial information is not audited. The classification of the allocations between debt and equity for the Notes may change in the future.

3.3 Potential effect on capital structure

The capital structure of the Company as at the date of this Cleansing Notice, before the issue of the securities pursuant to the Agreement, is set out below:

Type of security	Number
Shares	389,820,140
Options	8,891,616 ¹
Performance rights	5,500,000 ²
Notes	Nil

Notes:

1. Comprising of options with exercise prices ranging between \$0.375 to \$1.40 and with expiry dates ranging between 6 December 2022 and 3 December 2026.
2. Performance rights with expiry dates ranging between 2 December 2022 and 3 December 2026 and subject to vesting conditions on the terms and conditions in (i) schedule 3 of the Company's 2019 notice of annual general meeting; and (ii) schedule 4 of the Company's 2021 notice of annual general meeting.

The Notes are convertible into Shares at a conversion price of \$0.816 (subject to adjustment in accordance with the terms of the Agreement).



The Noteholder did not hold any Shares prior to the date of this Cleansing Notice

The table below shows the potential effect of the conversion of all Notes, as at the date of this Cleansing Notice, based on agreed Conversion Price of \$0.816.

	Shares	% Shares	Options	Performance Rights	Convertible Notes
Existing Securities	389,820,140	88.1%	8,891,616	5,500,000	0
Conversion of Tranche 1 Convertible Notes	37,622,549	8.5%	-	-	-30,700,000
Conversion of Tranche 2 Convertible Notes	14,898,460	3.4%	-	-	-12,157,143
Total post conversion	442,341,149	100%	8,891,616	5,500,000	0

Note: Assumes all Notes are issued, that no additional Shares are issued prior to conversion of the Notes and that a conversion price of \$0.816 applies, being the agreed Conversion Price (subject to adjustment). Fractions have been rounded up to the nearest Share.

4. Rights and liabilities attaching to the Notes

The following is a broad summary of the rights, privileges and restrictions attaching to the Tranche 1 Convertible Notes.

The summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of the Noteholder.

Face Value	\$1.00 per Note
Issue Date of Tranche 1 Notes	24 May 2022
Interest	<p>An interest rate of 10% per annum on the outstanding face value applies. Interest in the amount of \$6,140,000 has been pre-paid by the Company. If the Notes are converted or redeemed prior to the interest period covered by this pre-payment, the pro-rata portion of that pre-paid interest must be repaid by the Noteholder.</p> <p>Upon an Event of Default occurring, the interest rate will increase to 15% per annum.</p>



ALLEGIANCE COAL
LIMITED

Establishment fee	An establishment fee equal to 2.5% of the total face value applies.
Conversion Price	\$0.816, subject to adjustment as described below.
Maturity Date	<p>The Maturity Date for the Notes is 36 months after the issue date.</p> <p>The Company must repay the face value of the Notes in the event the Notes are not converted prior to the Maturity Date.</p>
Conversion by Noteholder	<p>The Noteholder may convert the Notes in whole or part at any time before the Maturity Date by the provision of a conversion notice. Such conversion will be at the Conversion Price.</p> <p>Each conversion notice must specify how many Notes the Noteholder elects to convert and must be for a face value in an amount equal to or greater than \$200,000 (unless the remaining face value of the Convertible Notes on issue is less than \$200,000).</p> <p>The Noteholder may not convert the Notes if such conversion would cause it or any other person to hold a relevant interest in more than 20% of the Shares on issue.</p>
Redemption by Company	<p>The Company may elect to redeem the Notes in full before the Maturity Date by the provision of between 30- and 40-days' prior written notice to the Noteholder.</p> <p>The Noteholder may elect to convert the Notes in full or in part during that notice period.</p> <p>If the Noteholder does not elect to convert the Notes in full during that notice period:</p> <ul style="list-style-type: none">• the outstanding face value of any unconverted Notes must be redeemed by the Company;• the Company must also pay the Noteholder a fee equal to 2.5% of the outstanding face value of any unconverted Notes (so that the total amount to be repaid is increased to 102.5% of the outstanding face value); and• the Company must also issue the Noteholder the number of options determined in accordance with the below formula: $N = RA/C$ <p>Where:</p> <p>N = number of options to be issued</p> <p>RA = the quantum to be repaid pursuant to the redemption of the Notes</p> <p>C = the Conversion Price.</p>



ALLEGIANCE COAL
LIMITED

Security	The Convertible Notes are issued as a secured debt security evidencing the Company's indebtedness to the Noteholder on the terms in the Agreement.
Liquidity requirement	Allegiance must always maintain an agreed minimum cash balance until the outstanding face value of the Notes has been either converted or redeemed.
Voting and attendance at general meetings	<p>The Notes do not carry a vote to provide at a general meeting of the Company, unless provided for by law.</p> <p>The Noteholder is permitted to attend (but not to vote, unless as a shareholder) at any general meeting of the Company's members in its capacity as a Noteholder.</p>
Information, audit and inspection rights	<p>The Company must supply to the Noteholder:</p> <ul style="list-style-type: none">• copies of all documents dispatched by the Company to its shareholders (or any class of them) or its creditors generally (or any class of them) at the same time as they are dispatched to the extent such document and information is not available on the ASX website;• promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Group and which might, if adversely determined, have a material adverse effect;• promptly after receipt, copies of any notices of default or claims of breach received or sent relating to any contract to which any member of the Group is a party which might, if adversely determined, have a material adverse effect; and• any other information which the Noteholder reasonably requests in relation to a member of the Group or any of their assets. <p>The Noteholder has also been granted certain rights to undertake visits and inspections of the property, projects and operations of the Group and to inspect and take copies of their associated books and records.</p>
Representations and warranties	The Company has provided the Noteholder with customary representations and warranties.
Events of default	The Convertible Note Agreement includes typical events of default, including, amongst other things, the following (in summary):



ALLEGIANCE COAL LIMITED

- **ASX determination:** ASX makes a determination that the terms of any Notes and the associated agreements do not comply with the ASX Listing Rules
- **Non-payment:** any member of the Group fails to pay any amount when due and payable under any of the transaction documents and that failure is not remedied within three business days of the relevant member of the Group becoming aware of that failure;
- **Other obligations:** any member of the Group fails to perform or breaches any other undertaking, covenant or obligation required of it under any transaction document, unless the failure: (i) is capable of remedy; and (ii) is remedied within five business days of the receipt by the Company of a notice from the Noteholder specifying the failure;
- **Authorisations:** any member of the Group fails to obtain any authorisation necessary to enable it continue to undertake its business operations, or to comply with its obligations under any transaction document or any authorisation of that kind ceases to be in full force and effect;
- **Misrepresentation:** a representation, warranty or statement made, or taken to be made, by or on behalf of any member of the Group in or in connection with a transaction document is incorrect or misleading when made or taken to be made and the error is reasonably likely to have a material adverse effect and, if the circumstances giving rise to the misrepresentation can be remedied, the relevant member of the Group does not remedy them within five business days of the Noteholder notifying the Company, or any member of the Group becoming aware of the relevant circumstances (whichever is the earlier);
- **Winding-up:** an application or order is made for the winding-up or dissolution of any member of the Group or a resolution is passed or any steps are taken to pass a resolution for the winding-up or dissolution of any member of the Group otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of the Noteholder not to be unreasonably withheld;
- **Insolvency events:** certain insolvency events or liquidity events occur with respect to any member of the Group, or a statutory demand is not complied with,
- **Ceasing business:** any member of the Group ceases or threatens to cease to carry on business or is deregistered;
- **Encumbrance:** any Encumbrance is or becomes enforceable against any asset of any member of the Group for amounts totalling more than \$2,000,000 in aggregate;
- **Termination:** any termination or failure, or threatened termination with reasonable cause of any material licenses,



ALLEGIANCE COAL LIMITED

	<p>permits and consents necessary for the operation of the business of any member of the Group.</p> <ul style="list-style-type: none">• Judgment: a judgment in an amount exceeding \$2,000,000 is obtained against any member of the Group and is not set aside or satisfied within 7 days or has not been stayed pending the outcome of an appeal to any higher court;• Vitiating of transaction documents: (i) all or any material part of any provision of any transaction document is or becomes illegal, void, voidable, unenforceable or otherwise of limited force or effect; (ii) any person becomes entitled to terminate, rescind or avoid all or any material part or material provision of any transaction document; (iii) the execution, delivery or performance of any transaction document by any member of the Group violates, breaches or results in a contravention of any law, regulation or authorisation;• Delisting or suspension: the Company is removed from the official list of ASX or suspended from trading on the ASX for more than 5 trading days in any 12 month period;• Reduction of capital: without the consent of the Noteholder, any member of the Group takes any action to reduce its capital, buy back any of its shares or make any of its shares capable of being called up only in certain circumstances (such as by passing a resolution or calling a meeting to consider such a resolution);• Compulsory acquisition: (i) all or a material part of the property of any member of the Group is compulsorily acquired by any Governmental Agency; or (ii) any member of the Group sells or divests itself of all or a material part of its property pursuant to a binding order from a Governmental Agency;• Investigations: a person is appointed under any legislation to investigate or manage any part of the affairs of any member of the Group in relation to a material matter; (bb)• Material adverse change: an event with a Material adverse effect occurs;• Inability to perform: any member of the Group ceases for any reason to be able to lawfully carry out, at any time, any or all the transactions or obligations contemplated in any of the Transaction documents;• Contraventions: certain contraventions of the Agreement in relation to the maintenance of minimum cash holdings and the provision of information, access and audit rights will constitute an event of default;• Other obligations: the Company fails to perform or breaches any other undertaking, covenant or obligation required of it under any Transaction document or any condition of any
--	---



ALLEGIANCE COAL
LIMITED

	<p>waiver or consent by the Noteholder under or in connection with any Transaction document; and</p> <ul style="list-style-type: none">• Results write down: the results of any member of the Group are adjusted or restated or are required to be adjusted or restated by an amount greater than \$2,000,000 (in aggregate). <p>If an Event of Default occurs, the Noteholder may convert the outstanding face value into Shares at the Conversion Price, or require the outstanding face value of the Notes to be repaid within 5 business days.</p>
Reconstructions	<p>If there is a reconstruction of the issued capital of the Company, then the basis for conversion of the Note will be reconstructed in the same proportion and manner as the reconstruction of the issued capital of the Company or otherwise in a manner that would eliminate any disadvantage to the Noteholder.</p> <p>Such reconstruction must not result in the Noteholder receiving a benefit that holders of ordinary shares do not receive.</p>
Restrictions on additional issues of securities	<p>Until such time as the outstanding face value has been unconditionally repaid in full or has been fully converted into Shares (as the case may be), the Company must not enter into any agreement with a third party for the issue of any options, performance rights, warrants or other convertible instruments, without the prior written consent of the Noteholder (such consent not to be unreasonably withheld or delayed).</p> <p>This restriction does not apply to any options and performance rights issued pursuant to any employee incentive scheme of the Company or any issue of Shares on conversion or exercise of any convertible securities on issue before the date of the Agreement.</p>
Bonus Issues	<p>If the Company conducts a bonus issue while the Note is on issue, the basis for conversion of the Note as at the record date of the bonus issue must be adjusted by the number of bonus Shares that the Noteholder would have received if the Note had been exercised prior to the record date for the bonus issue.</p>
Adjustment to Conversion Price following Share issues	<p>If the Company issues Shares (other than on conversion of Notes or pursuant to a pro rata (other than a bonus issue) the Conversion Price must be adjusted by applying a discount equivalent to the amount raised as part of a fundraise as a proportion of the Company's market capital immediately prior to the fundraise.</p> <p>For example, if the Company undertakes a capital raise to raise \$10 million when its market capital is \$100 million, then the Conversion Price must be reduced by 10%.</p>



ALLEGIANCE COAL
LIMITED

	This adjustment will not apply in respect of an issue of Shares for which the subscription price is above the Conversion Price.
Adjustment to Conversion Price following pro rata offer	<p>The Conversion Price of a Convertible Note may be reduced according to the following formula:</p> $C_n = \frac{C_o - [P \cdot (S + D)]}{N + 1}$ <p>Where:</p> <ul style="list-style-type: none">• C_n = the new conversion price of the Convertible Note;• C_o = the old conversion price of the Convertible Note;• P = the average market price per security (weighted by reference to volume) of the underlying securities during the 5 trading days ending on the day before the ex right date or the ex entitlements date;• S = the subscription price for a security under the pro rata issue;• D = dividend due but not yet paid on the existing underlying securities (except those to be issued under the pro rata issue); and• N = the number of securities with rights or entitlements that must be held to receive a right to one new security. <p>However this does not apply to Shares issued as part of a bonus share plan, share top up plan, share purchase plan, dividend reinvestment plan, an employee incentive plan.</p>
Quotation	The Notes will not be quoted on the ASX.
Transferability	Other than in respect of a transfer of the Notes by the Noteholder to an associated entity, the Noteholder may only transfer Notes with the Company's consent (such consent not to be unreasonably withheld).
Governing law	The terms of the Notes are governed by the laws enforceable in Victoria.

5. Rights and liabilities attaching to the Shares issued on conversion of the Notes

The Shares issued to the Noteholder on the conversion of the Convertible Notes under the Convertible Notes Agreement will rank equally in all respects with all of the Company's existing Shares.

The rights attaching to Shares, including new Shares to be issued to the Noteholders on the conversion of the Convertible Notes, are set out in the Company's constitution



(**Constitution**), and, in certain circumstances, regulated by the Corporations Act, the ASX Listing Rules and the general law.

A summary of the rights attaching to Shares in the Company is below. This summary is qualified by the full terms of the Constitution (a full copy of the Constitution is available from the Company on request free of charge) and does not purport to be exhaustive or to constitute a definitive statement of the rights and liabilities of Shareholders. These rights and liabilities can involve complex questions of law arising from an interaction of the Constitution with statutory and common law requirements. For a Shareholder to obtain a definitive assessment of the rights and liabilities which attach to Shares in any specific circumstances, the Shareholder should seek legal advice.

<p>General meeting and notices</p>	<ul style="list-style-type: none"> • Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company. • Shareholders may requisition meetings in accordance with section 249D of the Corporations Act and the Constitution of the Company.
<p>Voting rights</p>	<p>Subject to any rights or restrictions for the time being attached to any class or classes of shares, at general meetings of Shareholders or classes of Shareholders:</p> <ul style="list-style-type: none"> • each Shareholder entitled to vote may vote in person or by proxy, attorney or representative; • on a show of hands, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder has one vote; and • on a poll, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder shall, in respect of each fully paid Share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for each Share held, but in respect of partly paid shares shall have such number of votes as bears the same proportion to the total of such Shares registered in the Shareholder's name as the amount paid (not credited) bears to the total amounts paid and payable (excluding amounts credited).
<p>Further issue of securities</p>	<p>The Directors may, on behalf of the Company, issue Shares, grant options over or otherwise dispose of unissued Shares to any person on the terms, with the rights, and at the times that the Directors decide. However, the Directors must act in accordance with the restrictions imposed by the Constitution, the Listing Rules, the Corporations Act and any rights for the time being attached to the Shares in any special class of those Shares.</p>
<p>Shareholder liability</p>	<p>As the Shares issued will be fully paid shares, they will not be subject to any calls for money by the Directors and will therefore not become liable for forfeiture.</p>



ALLEGIANCE COAL
LIMITED

Variation of rights	<p>At present, the Company has on issue one class of Shares only, namely ordinary Shares. Unless otherwise provided by the Constitution or by the terms of issue of a class of Shares, the rights attached to the Shares in any class may be varied or cancelled only with the written consent of the holders of at least three-quarters of the issued Shares of the affected class, or by special resolution passed at a separate meeting of the holders of the issued Shares of the affected class.</p>
Transfer of Shares	<p>Generally, Shares in the Company are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act or the Listing Rules.</p>
Dividends	<p>Subject to the rights of any preference Shareholders and to the rights of the holders of any Shares created or raised under any special arrangement as to dividend, the Directors may from time to time declare that a dividend to be paid to the Shareholders entitled to the dividend which shall be payable on all Shares according to the proportion that the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited) in respect of such Shares.</p> <p>No dividend shall carry interest as against the Company. The Directors may set aside out of the profits of the Company any amounts that they may determine as reserves, to be applied at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.</p> <p>The Directors may grant to Shareholders or any class of Shareholders the right to elect that dividends payable by the Company be reinvested, including by way of subscription for fully paid Shares in the Company or by foregoing any dividends that may be payable on all or some of the Shares held by that member and to receive instead some other entitlement, including the issue of Shares.</p>
Winding up	<p>Subject to the Constitution, the Corporations Act and the rights of holders of Shares with special rights in a winding-up (at present there are none), on a winding-up of the Company, the liquidator may, with the sanction of a special resolution of the Company, divide among the Shareholders in kind the whole or any part of the property of the Company and may for that purpose set the value the liquidator considers fair upon any property to be so divided and may determine how the division is to be carried out as between members or different classes of members.</p>
Alteration of Constitution	<p>In accordance with the Corporations Act, the Constitution can only be amended by a special resolution passed by at least three quarters of Shareholders present and voting at the general meeting. In addition,</p>

	at least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.
--	---

6. Compliance with disclosure obligations

The Company is a “disclosing entity” under the Corporations Act and, as such, is subject to regular reporting and disclosure obligations under both the Corporations Act and the ASX Listing Rules.

Broadly, these obligations require:

- (a) the Company to notify ASX immediately of any information (subject to certain exceptions) of which it is or becomes aware which a reasonable person would expect to have a material effect on the price value of its securities. That information is available to the public from ASX; and
- (b) the preparation of yearly and half-yearly financial statements and a report of the Company’s operations during the relevant account period, together with an audit or review report prepared by the Company’s auditor. These documents are lodged with ASIC and ASX.

Copies of documents lodged by the Company in connection with its reporting and disclosure obligations may be obtained from, or inspected at, an office of ASIC. Copies of all documents announced to the ASX can be found at <https://www.allegiancecoal.com.au/site/investor-information/ASX-Announcements>.

The Company will provide free of charge to any person who requests it during normal business hours:

- (a) the Annual Report for the period ending 30 June 2021 lodged with ASX on 28 September 2021 (**Annual Financial Report**);
- (b) the Half Yearly Report for the period ending 31 December 2021 lodged with ASX on 11 March 2022; and
- (c) the continuous disclosure notices given by the Company to notify ASX of information relating to the Company during the period from the date of lodgement of the Annual Financial Report lodged with ASX on 28 September 2021, until the date of this cleansing notice:

Date	Announcement
16-May-2022	Initial Director's Interest Notice P Vining
16-May-2022	Paul Vining Commences as Non-Executive Chairman
3-May-2022	Initial Director's Interest Notice J Romcke



ALLEGIANCE COAL
LIMITED

Date	Announcement
3-May-2022	Jonathan Romcke Commences as Chief Executive Officer
29-Apr-2022	March 2022 Quarterly Activities/Appendix 5B Cash Flow Report
21-Apr-2022	Javelin Appointed Marketing Agent for Alabama Coal
14-Apr-2022	Change of Director's Interest Notice
4-Apr-2022	Paul Vining Appointed Non-Executive Chairman Designate
11-Mar-2022	31 December 2021 Half Year Result
11-Mar-2022	Half Year Accounts
4-Mar-2022	Jonathan Romcke Appointed Chief Executive Officer Designate
24-Feb-2022	Tenas Environmental Assessment Application Filed
23-Feb-2022	Initial Director's Interest Notice M Wall
23-Feb-2022	Director Appointment
14-Feb-2022	Final Director's Interest Notice M Carson
14-Feb-2022	Vale Malcolm Carson
9-Feb-2022	Short Creek JORC Resource Statement
31-Jan-2022	December 2021 Quarterly Activities/Appendix 5B Cash Flow Report
12-Jan-2022	New Elk Mine Reports Covid 19 Cases
10-Jan-2022	Test Confirms High Vol A Hard Coking Coal Status
20-Dec-2021	Change of Director's Interest Notice X 3
20-Dec-2021	Notification regarding unquoted securities - AHQ
15-Dec-2021	Second Black Warrior Cargo Sold
14-Dec-2021	Top 20 securityholders
9-Dec-2021	Cleansing Notice
9-Dec-2021	Notification regarding unquoted securities - AHQ
9-Dec-2021	Application for quotation of securities - AHQ



ALLEGIANCE COAL
LIMITED

Date	Announcement
3-Dec-2021	Results of Meeting
2-Dec-2021	Notification of cessation of securities - AHQ
2-Dec-2021	Convertible Note Repaid
23-Nov-2021	Application for quotation of securities - AHQ
17-Nov-2021	Change in substantial holding
15-Nov-2021	First New Elk Cargo Sails
5-Nov-2021	First Black Warrior Cargo Contracted for Delivery
3-Nov-2021	Notice of Annual General Meeting/Proxy Form
3-Nov-2021	Letter to Shareholders
29-Oct-2021	Cleansing Notice
29-Oct-2021	Application for quotation of securities - AHQ
29-Oct-2021	Notification regarding unquoted securities - AHQ
29-Oct-2021	September 2021 Quarterly Activities/Appendix 5B Cash Flow Report
25-Oct-2021	No Share Purchase Plan
21-Oct-2021	Investor Presentation
21-Oct-2021	Proposed issue of Securities
21-Oct-2021	Proposed issue of Securities
21-Oct-2021	Acquires Short Creek Mine and Completes A\$30 M Placement
19-Oct-2021	Trading Halt
28-Sep-2021	2021 Appendix 4G Corporate Governance
28-Sep-2021	2021 Annual Report

7. Information excluded from continuous disclosure notices

As at the date of this Cleansing Notice, other than as set out in this Cleansing Notice and the cleansing notice attached to this Cleansing Notice, in respect of the Shares issued today, the Company advises that there is no information that:

- (a) the Company has excluded from a continuous disclosure notice in accordance with the ASX Listing Rules; and
- (b) is information 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; and
 - (ii) the rights and liabilities of the Notes (and the underlying Shares) offered by the Company.

Authorised for issue by Jonathan Reynolds, Company Secretary.

For more information, please contact:

Mr Jon Romcke

Chief Executive Officer

Mobile : +61 436 660 934

Email : jromcke@allegiancecoal.com.au

Mr Jonathan Reynolds

Company Secretary

Mobile : +61 408 229 953

Email: jreynolds@allegiancecoal.com.au

ANNEXURE A - PRO FORMA CONSOLIDATED STATEMENT OF FINANCIAL POSITION

	Company unaudited 31-Dec-21 "A"	Note Tranche 1 "B"	Note Tranche 1 and 2 "B"
	\$'000	\$'000	\$'000
CURRENT ASSETS			
Cash and cash equivalents	17,391	25,545	35,271
Trade and other receivables	1,623	1,623	1,623
Inventory	9,344	9,344	9,344
TOTAL CURRENT ASSETS	28,358	36,512	46,238
NON CURRENT ASSETS			
Other receivables	11,688	17,828	20,259
Exploration and evaluation	29,600	29,600	29,600
Property, plant and equipment	82,409	82,409	82,409
Right-of-use assets	10,509	10,509	10,509
TOTAL NON CURRENT ASSETS	134,206	140,346	142,777
TOTAL ASSETS	162,564	176,858	189,015
CURRENT LIABILITIES			
Trade and other payables	10,988	10,988	10,988
Borrowings	16,825	3,616	3,616
TOTAL CURRENT LIABILITIES	27,813	14,604	14,604
NON CURRENT LIABILITIES			
Borrowings	36,721	67,421	79,578
Provisions	15,637	15,637	15,637
TOTAL NON-CURRENT LIABILITIES	52,358	83,058	95,215
TOTAL LIABILITIES	80,171	97,662	109,819
TOTAL NET ASSETS	82,393	79,196	79,196
EQUITY			
Issued capital	147,478	147,478	147,478
Reserves	6,156	6,156	6,156
Accumulated losses	(72,410)	(75,607)	(75,607)
Total equity attributable to equity holders of the Company	81,224	78,027	78,027
Minority interest	1,169	1,169	1,169
TOTAL EQUITY	82,393	79,196	79,196