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ASX Announcement

28 June 2021

Form 8K

Coronado Global Resources Inc. (ASX: CRN) advises that it has lodged the attached Form 8K with the U.S. Securities and Exchange Commission (SEC) in relation to the resignation of the Chief Legal Officer and Company Secretary.

This announcement was authorised to be given to the ASX by the Board of Coronado Global Resources Inc.

– Ends –

For further information please contact:

Investors

Andrew Mooney

P: +61 458 666 639

E: amooney@coronadoglobal.com

Investors

Matthew Sullivan

P: +61 412 157 276

E: msullivan@coronadoglobal.com

Media

Brett Clegg

Citadel Magnus

P: +61 487 436 985

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): June 24, 2021

Coronado Global Resources Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

000-56044
(Commission File Number)

83-1780608
(IRS Employer Identification No.)

Level 33, Central Plaza One, 345 Queen Street
Brisbane, Queensland, Australia 4000
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (61) 7 3031 7777

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☒ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☒ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☒ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	None	None

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 24, 2021 (June 25, 2021 in Australia), Mr. Richard Rose informed Coronado Global Resources Inc. (the “Company”) of his intention to resign as Vice President, Chief Legal Officer and Secretary of the Company. The effective date of Mr. Rose’s resignation has not been determined at this time, and Mr. Rose will support the Company during a period of transition.

Also on June 24, 2021 (June 25, 2021 in Australia), Mr. Rose and the Company entered into a separation letter agreement (the “Separation Letter Agreement”) pursuant to which Mr. Rose will receive the post-employment benefits that he is entitled to under his employment agreement with the Company, including one-half of his base salary to be paid over a twelve month period in exchange for his continued compliance with his non-competition and non-solicitation obligations for such period. Mr. Rose will retain his incentive units in Coronado Group LLC and also receive certain other benefits for twelve months following his termination of employment, including payment of health insurance premiums (if not sooner covered by a new employer) and other existing benefits. Mr. Rose has also agreed to execute a general release agreement provided by the Company. The foregoing description of the Separation Letter Agreement is qualified by reference to the full text of the Separation Letter Agreement, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.1 and is incorporated by reference into this Item 5.02.

Item 7.01 Regulation FD Disclosure.

On June 24, 2021 (June 25, 2021 in Australia), the Company lodged an announcement with the Australian Securities Exchange regarding Mr. Rose’s resignation. A copy of the announcement is attached as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 7.01, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed to be filed for the purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”), or incorporated by reference into any filing under the Securities Act of 1933 or the Exchange Act, unless such subsequent filing specifically references this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibit is filed with this Current Report on Form 8-K:

Exhibit No.	Description
10.1	Separation Letter Agreement, dated June 24, 2021, between Coronado Global Resources Inc. and Richard Rose
99.1	Announcement regarding the resignation of Mr. Rick Rose as Vice President, Chief Legal Officer and Secretary
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CORONADO GLOBAL RESOURCES INC.

By: /s/ Garold Spindler

Name: Garold Spindler

Title: Managing Director and Chief Executive Officer

Date: June 25, 2021

For personal use only

Richard D. Rose
[***]

June 24, 2021

Garold R. Spindler
Chief Executive Officer
Coronado Global Resources
[***]

Re: Employment

Dear Gerry:

As we discussed today, we have mutually agreed that my employment as the Vice President, Chief Legal Officer and Secretary of Coronado Global Resources Inc. and all subsidiaries (collectively the "Company") should transition to an end, and that my separation from employment with the Company is without 'Good Reason', as that term is defined in the Employment Agreement by and between the Company and me dated December 20, 2018 (the "Employment Agreement"). In that regard we have agreed as follows:

- I will continue in my current role for a reasonable transition period to be determined by you to permit you to hire and onboard my replacement.
- Once the transition period has ended my employment with the Company in my current position will come to an end. The final date of my employment in my current position shall be referred to as the "Termination Date".
- The Company agrees that it will not waive the provisions of Sections 6(c) and 6(d) of the Employment Agreement, and as a result, the provisions of Section 6(g) of the Employment Agreement will apply, meaning that for the 12 months following the Termination Date the Company will pay me a total of one half of my salary.
- The Company agrees that for 12 months following the Termination Date, it will provide me with a car allowance in 12 monthly installments based on the monthly amount it currently provides.
- The Company agrees that while it is not legally possible to continue my health insurance following the Termination Date as an active employee, it will pay the premiums necessary to continue my health insurance, pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") to (i) the date which is the earlier of 12 months; or (ii) the date on which I become eligible for group health insurance coverage through a new employer; or (iii) or (iii) the date I cease to be eligible for COBRA continuation coverage for any reason. In the event I become covered under another employer's group health plan or otherwise ceases to be eligible for COBRA I will immediately notify the Company of such event. The intent is that during this period my out-of-pocket cost for health insurance shall be the same as that paid by U.S. based executives for their health insurance.

- The month following the Termination Date, I will be paid for all accrued but unused vacation days for 2021.
- I hold Management Incentive Units ("MIUs") pursuant to the Second Amended and Restated Limited Liability Company Agreement of Coronado Group LLC which became effective October 2018 (the "Operating Agreement"). In consideration for my execution of this letter, and provided that I comply with all terms and conditions set forth in the Employment Agreement, the Coronado Group LLC's Board of Managers has elected, as permitted by applicable provisions of the Operating Agreement, to allow me to retain 100% of my MIUs, which shall constitute valuable consideration for the me to execute this letter. As a result, I shall continue to hold 28.5 Tier I Units; 17.5 Tier II Units and 17.5 Tier III Units. My rights, restrictions, and remedies regarding my retained MIUs are governed by the terms of the Operating Agreement.
- In exchange for the above-referenced consideration, I am prepared to sign the form of General Release Agreement ("Release"), a draft of which you have provided to me.
- The terms of my separation shall be kept confidential by me and the Company except as may be required to comply with rules and regulations of the U.S. Securities Exchange Commission ("SEC") or the Australian Securities Exchange ("ASX"). The draft forms of each of the announcement to the ASX, and Form 8-K to be filed with the SEC, copies of which you have provided to me, and to be released upon execution of the Release, are acceptable.

Obviously, I have a conflict of interest in this matter and am not acting as legal counsel for the Company in this matter. I urge you to seek independent legal counsel.

It has been a pleasure working with you and I am very proud of the work I have done for the Company.

Please indicate your agreement with the terms of this letter by signing it below and returning a copy to me.

Very truly yours,

/s/ Richard D. Rose
Richard D. Rose

Accepted and Agreed on behalf of the Company:

/s/ Garold R. Spinder
Garold R. Spindler, CEO
June 25, 2021



ASX Announcement

25 June 2021

Resignation of Chief Legal Officer and Company Secretary

Coronado Global Resources Inc. ("Coronado" or the "Company", ASX: CRN) advises that Mr Richard Rose (Rick) has resigned as Vice President, Chief Legal Officer and Company Secretary.

The Company expects to appoint Mr Rose's replacement shortly and further details will be advised in due course. He will remain in his role as Chief Legal Officer and Company Secretary to support the Company for an interim period to facilitate a smooth transition.

Coronado's Managing Director and Chief Executive Officer, Mr Gerry Spindler, said, "On behalf of the Board and senior management, I would like to thank Rick for his commitment and significant contribution to the Company during his tenure."

"Since joining Coronado in June 2017, Rick has been a valued member of the global executive team. He played an instrumental role in Coronado's ASX listing in October 2018 and has played a key role in helping us navigate through the challenging market conditions and in steering the legal support for the Company's various refinancing efforts over the last 12 months."

"We are pleased that Rick has agreed to assist us during this period of transition and we wish him well with his future endeavours," Spindler said.

— Ends —

This announcement was authorised to be given to the ASX by the Board of Coronado Global Resources Inc.

For further information please contact:

Investors Andrew Mooney P: +61 458 666 639 E: amooney@coronadoglobal.com.au	Investors Matt Sullivan P: +61 412 157 276 E: msullivan@coronadoglobal.com.au	Media Brett Clegg Citadel Magnus P: +61 487 436 985
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Coronado Global Resources Inc.
 ARBN: 628 199 468

Level 33, Central Plaza One, 345 Queen Street
 Brisbane QLD 4000

T: +61 7 3031 7777 | F: +61 7 3229 7402
www.coronadoglobal.com