



10th February, 2020

Ramelius Takeover Offer for Spectrum Metals: Bid Implementation Agreement

Bid Implementation Agreement

Ramelius Resources Limited (ASX: RMS) (**Ramelius**) and Spectrum Metals Limited (ASX: SPX) (**Spectrum**) refer to today's announcement "*Ramelius Makes Recommended Takeover for Spectrum Metals*" and enclose a copy of the Bid Implementation Agreement.

This ASX announcement was authorised for release by the Board of Directors of Ramelius Resources Limited and Spectrum Metals Limited.

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BID IMPLEMENTATION AGREEMENT

**RAMELIUS RESOURCES LIMITED
SPECTRUM METALS LIMITED**

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BID IMPLEMENTATION AGREEMENT

DETAILS

Name	Ramelius Resources Limited	Bidder
ABN	51 001 770 226	
Address	Level 1, 130 Royal Street, East Perth, Western Australia	
Email	richardjones@rameliusresources.com.au	
Attention	Company Secretary	

Name	Spectrum Metals Limited	Target
ABN	94 115 770 226	
Address	Suite 2, 827 Beaufort Street INGLEWOOD WA 6052	
Email	alex@spectrummetals.com.au	
Attention	Alex Hewlett	

1. THE BID

1.1 The Bid

- (a) Bidder agrees to make the Bid:
- (i) which will, subject to this document, be subject to the Bid Conditions;
 - (ii) in accordance with the terms of the Agreed Announcement;
 - (iii) in accordance with all applicable law (including the ASX Listing Rules); and
 - (iv) so far as reasonably practicable, in accordance with the Indicative Timetable.
- (b) Bidder and Target agree to make the Agreed Announcement to ASX as soon as practicable after the parties have executed this document.

1.2 Target's assessment of the Bid

Target represents and warrants to Bidder that:

- (a) the Target Directors have met and considered the possibility of Bidder agreeing to make the Bid;
- (b) all of the Target Directors have informed Target that, if Bidder complies with clause 1.1:
 - (i) the Target Directors will unanimously recommend that, in the absence of a Superior Proposal, Target Shareholders accept the offers to be made to them under the Bid; and
 - (ii) each Target Director, in the absence of a Superior Proposal, will:
 - (A) accept, or procure the acceptance of, each Bid Offer in respect of Target Shares that they hold or in which they otherwise have a Relevant Interest as soon as practicable after the

commencement of the Bid Offer Period and in any event within 7 days thereof; and

- (B) in addition to their obligations under clause 1.2(b)(ii)(A), contemporaneously with the making of the Agreed Announcement under clause 1.1(b), publicly state their intention to accept or procure the acceptance of, the Bid Offer in respect of all Target Shares that they hold or in which they otherwise have a Relevant Interest within the timeframe set out in clause 1.2(b)(ii)(A); and
- (c) each Target Director will not withdraw, revise, revoke or qualify or make any public statement inconsistent with, the recommendation in clause 1.2(b)(i) or the statement in clause 1.2(b)(ii) unless a Superior Proposal emerges and:
 - (i) that Superior Proposal was not procured or obtained by Target in connection with a breach of clause 5 of this document;
 - (ii) the matching right procedure in clause 5.6 has been fully complied with by Target; and
 - (iii) Target's legal adviser gives a written opinion to the Target Directors to the effect that it is open to the Target Directors to conclude that their legal obligations or fiduciary duties require them to take the action which is proposed to be taken under this clause 1.2(c).

1.3 Bidder may use Subsidiary

Bidder may satisfy its obligations under clause 1.1 by causing a wholly-owned Subsidiary to do the things referred to in clause 1.1. If Bidder does that:

- (a) references in this document to the Bid Offers are references to the Bid Offers by the wholly-owned Subsidiary (except that any shares to be issued as consideration under the Bid Offers are to be Bidder Shares);
- (b) references in this document to Bidder making the Bid Offers are references to Bidder causing the wholly-owned Subsidiary to make the Bid Offer;
- (c) Bidder must procure that its relevant wholly-owned Subsidiary performs and observes Bidder's obligations under this document;
- (d) Bidder unconditionally and irrevocably guarantees to Target the due performance and observance of its wholly-owned Subsidiary of all of Bidder's obligations under this document; and
- (e) Bidder remains liable to Target for the due performance of those obligations by that wholly-owned Subsidiary.

2. FACILITATING THE BID

2.1 Access to information

- (a) To the extent reasonably required in connection with the Bid, during the Exclusivity Period, each party will use their reasonable endeavours to provide the other party with access to:
 - (i) their books and records;
 - (ii) any information reasonably requested by the other party; and
 - (iii) their senior management, external auditors and accountants and other advisers,

subject to any existing confidentiality obligations owed to third parties or applicable privacy laws and provided that such access is reasonably necessary and does not place an unreasonable burden on the ability of the parties to run their respective businesses.

- (b) All information provided under this document is subject to the terms of the Confidentiality Deed. For the avoidance of doubt, nothing in this document or the Confidentiality Deed restricts any party from including any information in the Bidder's Statement or Target's Statement for the purpose of, and only to the extent reasonably necessary for, complying with the Corporations Act, the ASX Listing Rules or any other applicable law provided always that each, to the extent reasonably practicable, consults in good faith with the other party as to the form and content of any such disclosures before that information is disclosed in that Bidder's Statement or Target's Statement (as the case may be).

2.2 Consultation regarding documents

- (a) Bidder will give Target a reasonable opportunity (as set out in the Indicative Timetable) to review an advanced draft of the Bidder's Statement in respect of the Bid and will consult in good faith with Target with respect to any comments Target may have on the Bidder's Statement which comments Target agrees to provide as promptly as possible. If requested in writing by Bidder, Target agrees to confirm, no later than 3 Business Days after receiving the request, the factual accuracy or information in the draft Bidder's Statement that relates to Target or any of its Subsidiaries.
- (b) Target will give Bidder a reasonable opportunity (as set out in the Indicative Timetable) to review an advanced draft of the Target's Statement in respect of the Bid and will consult in good faith with Bidder with respect to any comments Bidder may have on that Target's Statement, which comments Bidder agrees to provide as promptly as possible. If requested in writing by Target, Bidder agrees to confirm, no later than 3 Business Days after receiving the request, the factual accuracy or information in the draft Target's Statement that relates to Bidder or any of its Subsidiaries.

2.3 Early despatch of offers

- (a) For the purposes of item 6 in section 633(1) of the Corporations Act and subject to complying with clause 2.3(b), Target agrees that offers under the Bid may be sent to the holders of Target Shares on the day on which the finalised Bidder's Statement for the Bid is sent to Target or within 28 days after that day.
- (b) Clause 2.3(a) is subject to Bidder providing Target with a final draft of its Bidder's Statement for review not less than 2 Business Days before it is lodged with ASIC under item 2 of section 633(1) of the Corporations Act.

2.4 Target's Statement

- (a) Target must use its reasonable endeavours to despatch the Target's Statement to Target Shareholders at the same time as the Bidder's Statement or as soon as practicable thereafter.
- (b) Target must ensure that the Target's Statement:
 - (i) prominently displays the recommendation of the Target Directors referred to in clause 1.2(b)(i); and
 - (ii) includes a statement referred to in clause 1.2(b)(ii)(A).

2.5 Target Register

Target will provide all necessary information and details (including in an electronic form nominated by Bidder, acting reasonably) about the Register which Bidder reasonably requires in connection with the Bid, including providing requested information to an agent of Bidder for foreign nominee and unmarketable parcel sale purposes (if required).

2.6 Indicative timetable

Without prejudice to the remainder of the obligations contained in this clause 2, each party agrees to use their respective reasonable endeavours to comply with the Indicative Timetable, as varied by the parties at any time or from time to time.

2.7 Conduct of business

Subject to this document, during the Exclusivity Period, Target must conduct its business and operations:

- (a) in the ordinary course;
- (b) in accordance with all applicable laws and regulations; and
- (c) consistent with the Budget and Work Program.

For the purposes of this clause 2.7, responding to the Bid and any Competing Proposal (together with all associated activities and expenditures) in accordance with this document is deemed to be Target carrying on its business in the ordinary course.

2.8 Target Promote the Bid

- (a) In the absence of a Superior Proposal, to the extent reasonably requested to do so by Bidder during the Exclusivity Period, Target will support the Bid and participate in efforts reasonably required by Bidder to promote the merits of the Bid, including meeting with key Target Shareholders, analysts, management, press and other parties mutually agreed (together with Bidder, to the extent reasonable), but only to the extent that the Target Directors consider, after taking advice from Target's legal adviser, that they may do so without breaching or being reasonably likely to breach their legal obligations or fiduciary duties.
- (b) During the Bid Offer Period and unless the Target Directors have withdrawn their recommendation of the Bid Offer in accordance with clause 1.2(c), Target agrees:
 - (i) to include in all public statements relating to the Bid Offer, a statement to the effect that the Target Directors unanimously recommend that Target Shareholders accept the Bid Offer in the absence of a Superior Proposal; and
 - (ii) not to make any public statement or take any other public action which would suggest that, subject to a Superior Proposal emerging, the Bid Offer is not unanimously recommended by the Target Directors.

2.9 Bid Conditions

- (a) Until the end of the day which is three Business Days after the end of the Bid Offer Period, Target must not, and must procure that each of its Subsidiaries does not, take (or fail to take) any action or otherwise do (or fail to do) anything that might cause the non-fulfilment of any Bid Condition.
- (b) Nothing in this clause 2.9 prevents Target or the Target Directors from taking, or failing to take, action where to do otherwise would or is reasonably likely to, in the reasonable opinion of the Target Directors, constitute a breach of the legal obligations or fiduciary duties of the directors of Target. The reasonable opinion of the Target Directors must be based on specific written legal advice given by Target's legal adviser.
- (c) To avoid any doubt, in this document, a reference to a Bid Condition being breached includes a reference to a Bid Condition not being, or not being capable of being, satisfied or fulfilled.
- (d) If any event occurs or becomes apparent to a party which would cause any of the Bid Conditions to be breached or not satisfied or fulfilled, that party must, to the extent that it is actually aware of such information, immediately notify the other party in writing of the event and any associated information with regard to that event.

2.10 Target Convertibles

- (a) Prior to the Bid Offer becoming unconditional and subject to any necessary ASX waivers, Bidder must make an offer to acquire all of the Target Convertibles (outstanding as at such date) from each holder of Target Convertibles or seek such holder's consent for the cancellation of its Target Convertibles on terms materially

consistent (including the Target Convertible Consideration amount) as the Offer (**Target Convertible Offer**).

- (b) If accepted, the acquisition or cancellation of the Target Convertibles must be completed within 5 days of the Bid Offer becoming unconditional.
- (c) The Target Convertible Consideration must increase in an equivalent manner to any increase in the consideration offered under the Bid Offer.
- (d) Target and Bidder acknowledge and agree that, in order to effect the:
 - (i) cancellation of Target Convertibles contemplated in clause 2.10(a), it may be necessary to obtain a waiver from ASX Listing Rule 6.23.2; and
 - (ii) transfer of Target Convertibles whose terms include that they are non-transferable, Target will need to agree to amend those terms (with the consent of the holder of those Target Convertibles) and it may be necessary to obtain a waiver from ASX Listing Rule 6.23.4,

and, to the extent required, Target agrees to apply to ASX for such waivers as soon as practicable after the date of this document and to consult with Bidder in relation to any application made under this clause 2.10(d) (including to give Bidder a reasonable opportunity to review an advanced draft of any such application and after incorporating any reasonable comments received from Bidder on the advanced draft).

- (e) Target must ensure the Target Board:
 - (i) in addition to the obligation under clause 2.10(d), does all things and takes all actions required by the terms of the Target Convertibles, the Corporations Act, the ASX Listing Rules and the Target Constitution in respect of the Target Convertibles and any offer made under clause 2.10(a); and
 - (ii) other than to facilitate the offers to be made under clause 2.10(a) and to comply with clauses 2.10(d) and 2.10(e)(i), Target and the Target Board:
 - (A) must not permit any Target Convertibles to vest as a result of the execution of this document;
 - (B) must not permit more than that number of Target Convertibles specified in Schedule 4 to vest as a result of Bidder obtaining a relevant interest in at least 50.1% of Target Shares and the Bid Offer in relation to Target Shares becoming unconditional or otherwise being declared by Bidder to be free of all Bid Conditions; and
 - (C) must procure that any residual Target Convertibles that have not vested in accordance with this clause immediately lapse.
- (f) Bidder agrees that the Bid Offers will extend to all Target Shares issued as a result of exercise of Target Convertibles from the Record Date to the end of the Bid Offer Period.

2.11 Board changes

- (a) Conditional upon Bidder:
 - (i) declaring the Bid to be free from all Bid Conditions or the Bid otherwise becoming unconditional; and
 - (ii) having acceptances of at least 50.1% of all Target Shares,Bidder will have the right to appoint such number of nominees (**Nominee Directors**) so as to comprise the majority of the Target Board.
- (b) Target is not obliged to appoint Nominee Directors if the Target Board (acting reasonably) concludes that a person nominated to be a Nominee Director is not of good character or repute or has inappropriate experience to be a director of a public

company in Australia, in which case Target must inform Bidder of this fact and ask for an alternative person to act as a Nominee Director.

- (c) Conditional upon Bidder:
 - (i) declaring the Bid to be free from all Bid Conditions or the Bid otherwise becoming unconditional; and
 - (ii) having acceptances of at least 90% of all Target Shares,Target agrees to procure the resignation of all of the Target Directors other than the Nominee Directors.

2.12 Key Target personnel

- (a) Bidder currently wishes to continue the employment of agreed Target personnel linked to the Penny West Project on terms no less favourable than their existing terms of employment.
- (b) Bidder will include in the Bidder's Statement disclosure of the substantive effect of this clause 2.12.

3. TAKEOVER OFFER

3.1 Variation

Bidder may vary the terms of the Bid in any manner permitted by the Corporations Act provided the varied terms are no less favourable to Target Shareholders than the Agreed Bid Terms.

3.2 Waiver of conditions and extension

Subject to the Corporations Act, Bidder may:

- (a) declare the Bid to be free from any Bid Condition; and
- (b) extend the Bid at any time provided that as a condition to the extension of the Bid Offer Period beyond 30 days from the day the Bid Offer is open for acceptance, Bidder must agree to waive or free the Bid from Bid Condition 2 (Gold Price).

4. COMPENSATING AMOUNT

4.1 Undertaking given by Target

Subject to clause 4.2 and the parties having released the Agreed Announcement in accordance with clause 1.1(b), Target undertakes to pay the Compensating Amount to Bidder if:

- (a) Target accepts or enters into or offers to accept or enter into, any agreement arrangement or understanding regarding a Competing Proposal;
- (b) any Target Director approves or recommends or makes an announcement or statement in support of a Competing Proposal or announces an intention to do any of those acts;
- (c) the Target Directors fail to make, withdraws or adversely modifies the unanimous recommendation contemplated by clause 1.2(b)(i);
- (d) any Target Director fails to accept or procure the acceptance of the Bid Offer in respect of all Target Shares that they hold or in which they have a Relevant Interest as contemplated by clause 1.2(b)(ii)(A);
- (e) any Target Director fails to make, withdraws or adversely modifies the statement contemplated by clause 1.2(b)(ii)(B);
- (f) Target or any of the Target Directors does (or omits to do) anything (whether or not it may be permitted by the terms of this document) which results in any of the Bid

Conditions being breached and Bidder does not declare the Bid Offer free of the breached condition (which Bidder is under no obligation to do);

- (g) there is a breach of clause 5 of this document by Target;
- (h) there is a material breach of this document (whether clause 5 or otherwise) by Target; or
- (i) Bidder terminates this document pursuant to clauses 9.1(a), 9.1(b) or 9.2.

4.2 Exception

Notwithstanding clause 4.1, no Compensating Amount is payable by Target to Bidder where Target terminates this document in accordance with clause 9.1 except any Compensating Amount to which Bidder becomes entitled prior to the event or circumstance giving rise to the Target's right of termination occurring.

4.3 Compensating Amount

The Compensating Amount is \$750,000 plus the amount of any GST payable, which amount is payable only once and without set-off or withholding.

4.4 Acknowledgments

- (a) Target acknowledges and agrees that Bidder would not have entered into this document without this clause 4 and that the Compensating Amount represents a reasonable amount to contribute to compensation of the actual costs (including adviser costs and out of pocket expenses) and reasonable opportunity costs of the party to which it is payable.
- (b) Target agrees that this clause 4 does not limit the rights of Bidder in respect of any other claims that Bidder may have against Target, whether under this document or otherwise.

4.5 Warranty

Bidder warrants that Target's entering into this document (including in particular clauses 4 and 5) is necessary to induce Bidder to make the Bid.

4.6 Demand for payment

- (a) Any demand by Bidder for payment of the Compensating Amount must be in writing stating in reasonable detail the circumstances giving rise to the payment.
- (b) Target must pay the Compensating Amount to Bidder within 15 Business Days of receipt of the demand and Bidder being entitled to the Compensating Amount under clause 4.1.

4.7 Compliance with law

- (a) **Unlawful Amount** means all or any part of the payment required to be made under clause 4.1 that is found by the Takeovers Panel or a court to be unlawful, involve a breach of director's duties or to constitute Unacceptable Circumstances.
- (b) If the Takeovers Panel or a court finds an Unlawful Amount, and the period for lodging an application for review or a notice of appeal of that decision has expired without such application or notice having been lodged or if an application for review or a notice of appeal has been lodged with the Takeovers Panel or a court within the prescribed period and the relevant review Panel or court finds an Unlawful Amount, then:
 - (i) the undertaking under clause 4.1 does not apply to the extent of the Unlawful Amount; and
 - (ii) Bidder must within 3 Business Days refund to Target any Unlawful Amount paid to Bidder under this document.

4.8 Sole and exclusive remedy

Where Bidder is entitled to the Compensating Amount which is actually paid to Bidder by Target and where:

- (a) (i) the right to, or the right to demand, payment of the Compensating Amount arose as a result of any action taken, or failure to take action, by Target or the Target Directors where to do otherwise would or is reasonably likely to, in the reasonable opinion of the Target Directors, constitute a breach of the legal obligations or fiduciary duties of the directors of Target (provided that the reasonable opinion of the Target Directors is based on specific written legal advice given by Target's legal adviser); and
- (ii) provided that Bidder has no other right, or the right to demand, payment of the Compensating Amount as a result of an intentional or wilful breach of any of Target's material obligations under this document; or
- (b) other than where clause 4.8(a) applies, Target has not intentionally or wilfully breached any of its material obligations under this document,

then Bidder releases and cannot make any claim or demand against Target in respect of any event that gave rise to the right to, or the right to demand, payment of the Compensating Amount or any other event, matter or circumstance that may give rise to a separate right to the Compensating Amount with the effect that the payment of the Compensating Amount represents the sole and exclusive remedy of Bidder in relation to such matters.

4.9 Refund

If, despite the occurrence of any of the events referred to in clause 4.1, Bidder acquires a Relevant Interest in not less than 50% of Target Shares whether as a result of the Bid or otherwise within 3 months of the date of this document, Bidder must repay to Target any amount received by it under this clause 4.

5. EXCLUSIVITY

5.1 No existing discussions

Target represents and warrants that, other than the discussions with Bidder in respect of the Bid, it is not as at the date of this document in negotiations or discussions in respect of any:

- (a) actual, proposed or potential Competing Proposal; or
- (b) transaction that would, or would reasonably be expected to, reduce the likelihood of success of the Bid,

with any Third Party and has ceased any such discussions or negotiations to the extent that they were on foot prior to the date of this document.

5.2 No shop

During the Exclusivity Period, Target must not, and must ensure that each of its Related Persons does not, directly or indirectly, solicit, invite, encourage or initiate any inquiry, expression of interest, offer, proposal or discussion by any Third Party in relation to, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal (regardless of whether it becomes or may become a Superior Proposal) or communicate to any Third Party an intention to do anything referred to in this clause 5.2.

5.3 No talk

Subject to clause 5.7, during the Exclusivity Period, Target must not, and must use reasonable endeavours to ensure that its Related Persons do not directly or indirectly:

- (a) engage in or participate in any discussions or negotiations with any Third Party; or
- (b) communicate any intention to do any of these things,

in relation to (or which may reasonably be expected to lead to) a Competing Proposal, even if:

- (c) that Competing Proposal was not directly or indirectly solicited, invited, encouraged or initiated by Target or any of its Related Persons; or
- (d) that Third Party has publicly announced the Competing Proposal.

5.4 No due diligence

- (a) During the Exclusivity Period, Target must not, and must use reasonable endeavours to ensure that its Related Persons do not directly or indirectly:
 - (i) solicit, invite, initiate or encourage or (subject to clause 5.7) facilitate, enable or permit any Third Party to undertake due diligence investigations; or
 - (ii) subject to clause 5.7, make available to any Third Party (or permit any such Third Party to receive) any non-public information,

in respect of or relating to Target, its Subsidiaries, or any of their businesses, Tenements, assets and operations, in connection with such Third Party formulating, developing or finalising, or assisting in the formulation, development or finalisation of, an actual, proposed or potential Competing Proposal (**Diligence Information**).

- (b) If by reason of the operation of clause 5.7, Target proposes to provide a Third Party with Diligence Information during the Exclusivity Period, it must first enter into a binding confidentiality agreement with that party and otherwise on customary terms and which, in any event and taken as a whole, is no less favourable to Target than the Confidentiality Deed.

5.5 Notification of approaches

- (a) During the Exclusivity Period, Target must promptly (and in any event within 2 Business Days) provide Bidder in writing notification of:
 - (i) any approach, inquiry or proposal made by any Third Party to Target or any of its Related Persons, to initiate any discussions or negotiations that concern, or that could reasonably be expected to lead to, a Competing Proposal;
 - (ii) any request made by any Third Party to Target or any of its Related Persons for any information relating to Target, its Subsidiaries, or any businesses, Tenements, assets or operations, in connection with such Third Party formulating, developing or finalising, or assisting in the formulation, development or finalisation of, an actual, proposed or potential Competing Proposal; or
 - (iii) the provision by Target or any of its Related Persons of any information relating to Target or any of its Subsidiaries or any of their businesses, Tenements, assets or operations to any Third Party in connection with or for the purposes of any actual, proposed or potential Competing Proposal.
- (b) A notice under clause 5.5(a) must be accompanied by all material details of the relevant event, including (as the case may be):
 - (i) the identity of the Third Party who made the relevant approach, inquiry or proposal to initiate discussions or negotiations referred to in clause 5.5(a)(i) or who made the relevant request for information referred to in clause 5.5(a)(ii); and
 - (ii) the material terms and conditions (including price, conditions precedent, timetable and break fee (if any) of any Competing Proposal or any proposed Competing Proposal (to the extent known).
- (c) During the Exclusivity Period, Target must promptly provide Bidder with:
 - (i) in the case of written materials, a copy of; or

- (ii) in any other case, a written statement of, any non-public information relating to Target, its Subsidiaries or any of their businesses, Tenements, assets and operations made available or received by any Third Party in connection with such Third Party formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Proposal and which has not previously been provided to Bidder.

5.6 Bidder matching right

- (a) During the Exclusivity Period, Target:
 - (i) must not enter into any legally binding agreement, arrangement or understanding (whether or not in writing) pursuant to which a Third Party, Target or both proposes or propose to undertake or give effect to an actual, proposed or potential Competing Proposal; and
 - (ii) must use its best endeavours to procure that none of the Target Directors change their recommendation in favour of the Bid to publicly recommend an actual, proposed or potential Competing Proposal (or recommend against the Bid),unless:
 - (iii) the Target Directors, acting in good faith and in order to satisfy what the Target Directors consider to be their legal obligations or fiduciary duties, determine that the Competing Proposal would be or would be likely to be an actual, proposed or potential Superior Proposal;
 - (iv) Target has provided Bidder with:
 - (A) all of the material terms and conditions of the actual, proposed or potential Competing Proposal, including price and the identity of the Third Party (together with any controlling entity of that Third Party, if applicable) making the actual, proposed or potential Competing Proposal;
 - (B) a copy of any information required to be provided to Bidder under clause 5.5(b); and
 - (C) details of the basis upon which the Target Directors intend to change their recommendation;
 - (v) Target has given Bidder at least five Business Days after the date of the provision of the information referred to in clause 5.6(a)(iv) to provide a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal; and
 - (vi) either:
 - (A) Bidder has not announced what it considers to be a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal by the expiry of the five Business Day period in clause 5.6(a)(v); or
 - (B) Bidder has announced a proposal in response to the terms of the actual, proposed or potential Competing Proposal (**Counter Proposal**) within the five Business Day period in clause 5.6(a)(v), but the Target Directors, acting in good faith, consider to be their legal obligations or fiduciary duties to determine that the Counter Proposal is not more favourable to Target Shareholders than the terms of the actual, proposed or potential Competing Proposal, taking into account all terms and conditions of the Counter Proposal and provided that a financial adviser, independent of the Target Board, has provided a written opinion to the Target Board which supports that determination.

- (b) If the Target Directors determine that the Counter Proposal would be more favourable or no less favourable to Target and the Target Shareholders than the Competing Proposal (having regard to the matters noted in clause 5.6(a)(vi)(B)), then:
 - (i) Target and Bidder must use reasonable endeavours to agree to the amendments to this document that are reasonably necessary to reflect the Counter Proposal and to enter into an amended document to give effect to those amendments and to implement the Counter Proposal; and
 - (ii) Target must use its best endeavours to procure that the Target Directors recommend the Counter Proposal to Target Shareholders and not recommend the applicable Competing Proposal.
- (c) Any material modification to any Competing Proposal (which will include any modification relating to the price or value of any Competing Proposal) will be taken to make that proposal a new Competing Proposal in respect of which Target must comply with its obligations under clause 5.

5.7 Fiduciary exception

The restrictions in clauses 5.3, 5.4(a)(i) and 5.4(a)(ii) do not apply to the extent that it restricts Target from responding to a written bona fide actual, proposed or potential Competing Proposal, provided the Target Board has determined in good faith based on the information then available and after consultation from its independent financial and legal advisers, that:

- (a) the Competing Proposal is, or may reasonably be expected to lead to a Superior Proposal; and
- (b) failing to respond with respect to the Competing Proposal would be reasonably likely to constitute a breach of any of the legal obligations or fiduciary duties of the members of the Target Board.

Without limitation to any other part of this clause 5.7, before the Target can rely on the provisions of this clause 5.7, the Board must obtain a written opinion from a legal adviser confirming that, if the Target Board form the views in paragraphs (a) and (b) in accordance with this clause, then taking or failing to take action which is proposed to be taken with respect to the relevant Competing Transaction would, or would be likely to, involve a breach of the legal obligations or fiduciary duties of each Target Director.

5.8 Legal advice

Target represents and warrants to Bidder that:

- (a) prior to entry into this document it has received legal advice on this document and the operation of this clause 5; and
- (b) it and the Target Board consider this clause 5 to be fair and reasonable and that it is appropriate to agree to the terms in this clause 5 in order to secure the significant benefits to it and the Target Shareholders resulting from the transactions contemplated hereby.

6. DEALINGS IN TARGET SHARES

6.1 Purpose

Each party acknowledges this clause 6 is intended to ensure that:

- (a) any acquisition of Target Shares by Bidder takes place in an efficient, competitive and informed market; and
- (b) Target Shareholders have a reasonable and equal opportunity to participate in any benefits accruing to the Target Shareholders through any proposal under which a person would acquire an interest in Target.

6.2 Bidder's Relevant Interests

Bidder warrants that, at the date of this document, Bidder has a Relevant Interest in 4.947% of Target Shares.

6.3 Standstill

Except pursuant to clause 6.4, Bidder agrees that it will not, and will procure that its related bodies corporate do not, between the date of execution of this document and 15 May 2020, in any manner:

- (a) acquire any Target Shares or Relevant Interests in any Target Shares (or direct or indirect rights, warrants or options to acquire any Target Shares) other than:
 - (i) pursuant to the exercise of entitlements arising from a pro rata offering of Target Shares to Target Shareholders undertaken by Target; or
 - (ii) acquiring Target Shares or a Relevant Interest in Target Shares as a result of the issue of Target Shares by Target to third parties (**Third Party Issue**) and provided the acquisition:
 - (A) does not increase Bidder's Relevant Interest above the level existing immediately before the Third Party Issue; and
 - (B) occurs no more than 10 Business Days after the completion of the Third Party Issue is announced to the ASX;
- (b) acquire any other economic interest equivalent or similar to ownership in Target Shares (whether by way of entering into any swap, derivative or otherwise);
- (c) solicit proxies from Target Shareholders, or otherwise seek to influence or control the management or policies of Target;
- (d) announce an intention to make a takeover bid (however structured, whether off-market, on-market or otherwise) or make such a takeover bid, for any or all securities in the other party or any class of securities in the other party; or
- (e) aid, abet, counsel, induce or act in concert with any other person in doing any of the things mentioned in clauses 6.3(a) to 6.3(d) (inclusive).

6.4 Exceptions

The restrictions in clause 6.3 will cease to apply to Bidder:

- (a) to the Bid, including any variation to the Bid made in accordance with this document;
- (b) if Bidder or any of its related bodies corporate makes, or announces its intention to make, a bona fide takeover bid or offer or other change of control proposal which is recommended by the board of directors of Target;
- (c) if any third party makes, or announces its intention to make, a bona fide takeover bid or offer or other change of control proposal in respect of Target;
- (d) if any person other than Bidder or any of its related bodies corporate acquires or proposes to acquire an interest in Penny West or in all or a substantial part of the assets of Target or a Relevant Interest in more than 15% of Target's share capital; or
- (e) if the written agreement or prior written approval of Target is obtained.

6.5 Confidentiality Deed

Clause 5.3 of the Confidentiality Deed is cancelled and severed from that document. The other provisions of the Confidentiality Deed continue to apply in accordance with their terms.

7. WARRANTIES

7.1 Mutual warranties

Each party represents and warrants that, subject to the terms of this document:

- (a) it is duly incorporated under the laws of the place of its incorporation;
- (b) it has the power and authority to enter into this document and perform and observe all of its terms;
- (c) this document constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms;
- (d) it is not bound by any contract which may restrict its right or ability to enter into or perform the agreement contained in this document; and
- (e) it is solvent and no resolutions have been passed and no other step has been taken or legal proceedings commenced or threatened against it or any of its Subsidiaries for its winding up or dissolution or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of its tenements, assets and no regulatory action has been taken which would prevent, inhibit or otherwise have a material adverse effect on its ability to fulfil its obligations under this document.

7.2 Additional warranties from Target

Target represents and warrants to Bidder that:

- (a) Schedule 4 accurately records the total number and details of Target Securities on issue as at the date of this document. There are no other shares, options, notes or other securities of Target and no rights to be issued such shares, options, notes or other securities;
- (b) as at the date it is provided to Bidder, to the best knowledge of the Target Directors, the Target Due Diligence Information is true and accurate in all material respects and Target has not knowingly or recklessly:
 - (i) omitted from the Target Due Diligence Information, information, the disclosure of which might reasonably be expected to have resulted in Bidder not entering into this document, or entering into it on materially different terms;
 - (ii) omitted anything from the Target Due Diligence Information such as to make any part of that information materially false or misleading;
 - (iii) included anything materially false or misleading in the Target Due Diligence Information; or
 - (iv) denied access to requested information with the intention of misleading Bidder;
- (c) it has complied with ASX Listing Rule 3.1 in relation to continuous disclosure and has (to the extent necessary to date) and will continue to comply with Division 4 of Part 6.5 and Chapter 6B of the Corporations Act and, other than for the matters and transactions contemplated by this document (which will be the subject of the Agreed Announcement), it is not relying on the carve-out in ASX Listing Rule 3.1A to withhold any information from public disclosure;
- (d) all financial accounts and reports forming part of the Target Due Diligence Information:
 - (i) have been prepared in accordance with applicable laws and generally accepted accounting standards; and
 - (ii) give a true and fair view of the financial position and affairs of Target at their applicable dates;
- (e) the Tenements are
 - (i) in full force and effect;
 - (ii) in good standing;
 - (iii) not liable to be forfeited or cancelled for any reason;

- (iv) not the subject of any current objections, third party complaints or applications for mining tenements; and
 - (v) all rent and rates and all expenditure conditions in respect of each of the Tenements have been paid or complied with by the relevant due date or will be paid or complied with if that date occurs during the Bid Offer Period.
- (f) there are no agreements, arrangements, understandings, actions, events or occurrences affecting Target, the carrying on of the business or operations of Target or that are material to the operations or future operations of Target that have not been fully and fairly disclosed in accordance with ASX Listing Rule 3.1;
 - (g) there are no agreements, arrangements or understandings affecting Target or the carrying on of the business or operations of Target that are outside the ordinary and proper course of business or otherwise containing any unusual, abnormal or onerous provisions that have not been fully and fairly disclosed in accordance with ASX Listing Rule 3.1;
 - (h) to the best of Target's knowledge, information and belief, every material contract, instrument or other commitment to which Target or any of its Subsidiaries is a party is valid and binding according to its terms and no party to any such commitment or contract is in material default under the terms of that commitment or contract;
 - (i) Target is conducting its business in compliance in all material respects with all applicable laws (including the ASX Listing Rules) and all necessary licences, consents, registrations, approvals, permits and authorisations necessary for the carrying on of the business of Target;
 - (j) there are no material actions, suits, arbitrations, mediations, conciliation or administrative proceedings taking place, pending or to Target's knowledge threatened against Target or any of its Subsidiaries;
 - (k) it is not aware of any act, omission, event or fact that would result in one or more of the Bid Conditions being breached;
 - (l) as at the date of this document it is not aware of a breach of any Bidder Warranty; and
 - (m) neither Target or any of its Subsidiaries will before the earlier of the termination of this document or the end of the Bid Offer Period:
 - (i) materially breach, terminate or materially vary any material agreement to which Target or any of its Subsidiaries is a party; or
 - (ii) release, discharge or modify any substantial obligation owed to it by any person, firm or corporation or agree to do so.

7.3 Additional warranties from Bidder

Bidder represents and warrants to Target that:

- (a) Schedule 5 accurately records the total number and details of Bidder Securities on issue as at the date of this document. There are no other shares, options, notes, performance rights or other securities of Bidder and no rights to be issued such shares, options, notes, performance rights or other securities;
- (b) it has complied with ASX Listing Rule 3.1 in relation to continuous disclosure and has (to the extent necessary to date) and will continue to comply with Division 4 of Part 6.5 and Chapter 6B of the Corporations Act and, other than for the matters and transactions contemplated by this document (which will be the subject of the Agreed Announcement), it is not relying on the carve-out in ASX Listing Rule 3.1A to withhold any information from public disclosure;
- (c) there are no material agreements, arrangements, understandings, actions, events or occurrences affecting Bidder, the carrying on of the business or operations of Bidder or that are material to the operations or future operations of Bidder that have not been fully and fairly disclosed in accordance with ASX Listing Rule 3.1;

- (d) there are no material agreements, arrangements or understandings affecting Bidder or the carrying on of the business or operations of Bidder that are outside the ordinary and proper course of business or otherwise containing any unusual, abnormal or onerous provisions that have not been fully and fairly disclosed in accordance with ASX Listing Rule 3.1;
- (e) to the best of Bidder's knowledge, information and belief, every material contract, instrument or other commitment to which a Bidder or any of its Subsidiaries is a party is valid and binding according to its terms and no party to any such commitment or contract is in material default under the terms of that commitment or contract;
- (f) Bidder is conducting its business in compliance in all material respects with all applicable laws (including the ASX Listing Rules) and all necessary licences, consents, registrations, approvals, permits and authorisations necessary for the carrying on of the business of Bidder;
- (g) there are no material actions, suits, arbitrations, mediations, conciliation or administrative proceedings taking place, pending or to Bidder's knowledge threatened against Bidder or any of its Subsidiaries; and
- (h) as at the date of this document it is not aware of a breach of any Target Warranty.

7.4 Reliance on representations and warranties

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this document, except for representations or inducements expressly set out in this document.
- (b) Each party acknowledges and confirms that it does not enter into this document in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this agreement.
- (c) Each party acknowledges and confirms that clauses 7.4(a) and 7.4(b) do not prejudice any rights a party may have in relation to information which has been filed by the other party with ASIC or ASX.

7.5 Indemnities

- (a) Bidder agrees to indemnify, and to keep indemnified, each of the Target Indemnified Parties against any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that any Target Indemnified Party incurs, suffers or is liable for as a result of a breach of any Bidder Warranty.
- (b) Target agrees to indemnify, and to keep indemnified, each of the Bidder Indemnified Parties against any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that any Bidder Indemnified Party incurs, suffers or is liable for as a result of a breach of any Target Warranty.
- (c) Target holds the benefit of the indemnity in clause 7.5(a) on trust for each of the other Target Indemnified Parties, and Bidder acknowledges that the other Target Indemnified Parties have the benefit of that indemnity notwithstanding that they are not party to this document.
- (d) Bidder holds the benefit of the indemnity in clause 7.5(b) on trust for each of the other Bidder Indemnified Parties, and Target acknowledges that the other Bidder Indemnified Parties have the benefit of that indemnity notwithstanding that they are not party to this document.

7.6 Timing of warranties

Except to the extent otherwise stated, the warranties set out in this clause 7 are provided on the date of this document and repeated on each day up to and including the end of the Bid Offer Period.

7.7 Notification

Each party will promptly advise the other in writing if it becomes aware of any fact, matter or circumstance that constitutes or may constitute a breach of any of the representations and warranties given by it under this clause 7.

7.8 Status of warranties

Each warranty in this clause 7:

- (a) is severable;
- (b) will survive termination of this document; and
- (c) is given with the intent that liability thereunder it will not be confined to breaches that are discovered prior to the date of termination of this document.

7.9 Release of officers

- (a) Subject to the Corporations Act, none of the directors or officers of Target will be liable for anything done or purported to be done in connection with the Bid or any transaction contemplated by this document, but nothing in this clause excludes any liability that may arise from wilful misconduct, fraud, wilful misrepresentation (including by omission) or bad faith on the part of such a person. Target receives and holds the benefit of this clause as agent for its directors and officers.
- (b) Subject to the Corporations Act, none of the directors or officers of Bidder will be liable for anything done or purported to be done in connection with the Bid or any transaction contemplated by this document, but nothing in this clause excludes any liability that may arise from wilful misconduct, fraud, wilful misrepresentation (including by omission) or bad faith on the part of such a person. Bidder receives and holds the benefit of this clause as agent for its directors and officers.

7.10 Undertaking from Target

Within 21 days from the date of this document (or such longer period as agreed to by Bidder, acting reasonably) Target will procure the discharge of the security the subject of PPSR Registration 201210220031629 either unconditionally or on terms acceptable to Bidder, acting reasonably.

8. ANNOUNCEMENTS

8.1 No Announcement

Neither party may make an announcement relating to the subject matter of this document or its termination or make public this document (or any of its terms) unless the announcement or publication:

- (a) is permitted or required by this document (including the Agreed Announcement);
- (b) has the prior approval of the other party (not to be unreasonably withheld or delayed); or
- (c) is required to be made by any applicable law or the ASX Listing Rules.

8.2 Notice of Announcement

If a party is required to make an announcement under clause 8.1(c), it must, to the extent practicable without that party breaching any applicable law, give to the other party:

- (a) such notice as is reasonable in the circumstances of its intention to make the announcement; and
- (b) a draft of the announcement and an opportunity, which is reasonable in the circumstances, to comment on the contents of the draft announcement.

8.3 Announcement in respect of non-related matters

If a party is required to make an announcement by any applicable law or the ASX Listing Rules in respect of any matter other than in respect of the Bid, that party must, to the extent practicable without that party breaching any applicable law, give to the other party such notice as is reasonable in the circumstances of its intention to make the announcement.

9. TERMINATION

9.1 Termination rights

A party may terminate this document by written notice to the other party if at any time after the date on which the Bid is announced under clause 1.1(b) and before the end of the Bid Offer Period:

- (a) the other party is in material breach of this document (and the parties agree that any breach of clause 5 will be taken to be material) and, to the extent that the breach is capable of remedy, that breach is not remedied by that other party within five Business Days of it receiving notice from the first party of the details of the breach and the first party's intention to terminate;
- (b) a representation or warranty given by the other party under clause 7 is or becomes untrue in any material respect and the breach of the representation or warranty is of a kind that, had it been disclosed to the first party before its entry into this document, could reasonably be expected to have resulted in that first party either not entering into this document or entering into it on materially different terms;
- (c) a court or Government Agency has issued an order, decree or ruling, or taken other action, that permanently restrains or prohibits the Bid, and the action is final and cannot be appealed or reviewed or the party, acting reasonably, believes that there is no realistic prospect of a successful appeal or review; or
- (d) Bidder withdraws the Bid or the Bid lapses for any reason, including non-satisfaction of a Bid Condition.

9.2 Bidder specific termination rights

Bidder may terminate this document by written notice to the Target if at any time after the date of this document and before the end of the Bid Offer Period:

- (a) a Superior Proposal is made or publicly announced by a Third Party;
- (b) Target accepts or enters into or offers to accept or enter into, any agreement arrangement or understanding regarding a Competing Proposal;
- (c) any Target Director fails to make, withdraws or adversely modifies the unanimous recommendation contemplated by clause 1.2(b)(i);
- (d) any Target Director fails to accept or procure the acceptance of the Bid in respect of all Target Shares that they hold or in which they have a Relevant Interest as contemplated by clause 1.2(b)(ii)(A); or
- (e) any Target Director fails to make, withdraws or adversely modifies the statement contemplated by clause 1.2(b)(ii)(B).

9.3 Effect of termination

If this document is terminated by a party under this clause 9:

- (a) each party will be released from its obligations under this document, except its obligations under clauses 4, 7.10, 10 and 11;
- (b) each party will retain the rights it has or may have against the other party in respect of any past breach of this document; and
- (c) in all other respects, all future obligations of the parties under this document will immediately terminate and be of no further force or effect, including, without limitation, any further obligations in respect of the Bid.

10. AMENDMENT AND ASSIGNMENT

10.1 Amendment

This document can only be amended or replaced by another document executed by the parties.

10.2 Assignment

A party may only assign, declare a trust over or otherwise deal with its rights under this document with the written consent of the other party.

11. GENERAL

11.1 Governing law

- (a) This document is governed by the law of Western Australia.
- (b) Each party submits to the jurisdiction of the courts of Western Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

11.2 Liability for expenses

Subject to clause 4.4, each party must pay all of its own expenses in negotiating, executing and stamping this document.

11.3 Remedies cumulative

The rights and remedies under this document are cumulative and not exclusive of any rights or remedies provided by law.

11.4 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

11.5 No partnership or agency

Nothing in this document is to be treated as creating a partnership and, except as specifically provided in this document, no party may act as agent of or in any way bind another party to any obligation.

11.6 Operation of this document

- (a) This document and the Confidentiality Deed contains the entire document between the parties about its subject matter. Other than the subject matter of the Confidentiality Deed, any other previous understanding, document, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

11.7 GST

- (a) Words defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

- (b) If Target pays Bidder the Compensating Amount under this document and that gives rise to a liability for GST, Target must pay and indemnify Bidder on demand against the amount of that GST.
- (c) If a party provides a payment for or any satisfaction of a claim or a right to claim under or in connection with this document (for example, for a breach of any warranty or under an indemnity) that gives rise to a liability for GST, the provider must pay, and indemnify the recipient on demand against, the amount of that GST.
- (d) If a party has a claim under or in connection with this document for a cost on which that party must pay an amount for GST, the claim is for the cost plus the amount for GST (except any amount for GST for which that party is entitled to an input tax credit).

11.8 No merger

No provisions of this document merge on the Bid being publicly announced and made.

11.9 Time of the essence

Time is of the essence in this document.

11.10 Notices

- (a) A notice, consent or other communication under this document is only effective if it is:
 - (i) in writing, signed by or on behalf of the party giving it;
 - (ii) addressed to the party to whom it is to be given; and
 - (iii) either:
 - (A) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that party's address; or
 - (B) by email to that party's nominated email address.
- (b) A notice, consent or other communication that complies with this clause is regarded as given and received:
 - (i) if it is delivered:
 - (A) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (B) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day;
 - (ii) if it is sent by mail:
 - (A) within Australia - 3 Business Days after posting; or
 - (B) to or from a place outside Australia - 7 Business Days after posting; and
 - (iii) if it is sent by email:
 - (A) when the sending party receives an automated message confirming delivery; or
 - (B) four hours after the time sent (as recorded on the device from which the sending party sent the email) unless the sending party receives an automated message that the email (including any attachment) has not been delivered,

whichever happens first.
- (c) A party's address details are those set out at the commencement of this document, or as the party otherwise notifies the sender in writing.

11.11 Counterparts

This document may be executed in counterparts.

12. INTERPRETATION

12.1 Definitions

The following definitions apply in this document.

Agreed Announcement	The joint announcement agreed by the parties in relation to the Bid in substantially the form as set out in exhibit A to this document.
Agreed Bid Terms	The terms set out in Schedule 3.
Announcement Date	The date of release of the Agreed Announcement.
ASIC	Australian Securities and Investments Commission.
Associate	The meaning in section 12(2) of the Corporations Act.
ASX	ASX Limited or the Australian Securities Exchange, as appropriate.
ASX Listing Rules	The listing rules of the ASX.
Authorisation	Any consent, authorisation, registration, filing, lodgement, notification, agreement, certificate, commission, lease, licence, permit, approval or exemption from, by or with a Government Agency required to undertake activities in connection with any Tenement.
Bid	A takeover bid under Chapters 6 to 6C of the Corporations Act under which Bidder offers to acquire all Target Shares on terms no less favourable to Target Shareholders than the Agreed Bid Terms.
Bid Conditions	The conditions to the Bid Offer which are set out in Schedule 2.
Bid Offer	Each offer to acquire all Target Shares on issue during the Bid Offer Period to be made by Bidder to each Target Shareholder under the Bid on terms consistent with this document.
Bid Offer Period	The period during which the Bid Offer is open for acceptance.
Bidder Indemnified Parties	Bidder, any of its Subsidiaries or a person who at the date of this document is, or after the date of this document becomes, a director, officer or employee of Bidder or one of its Subsidiaries.
Bidder Nominee	The entity nominated by Bidder pursuant to clause 1.3.
Bidder Share	A fully paid ordinary share in Bidder.
Bidder's Statement	The bidder's statement to be issued by Bidder in respect to the Bid.
Bidder Warranty	The representations and warranties set out in clauses 7.1 and 7.3.

Budget and Work Program	The expenditure budget and project work plan for the Target as approved by the Target Directors and initialled for identification purposes by Bidder and Target and as amended from time to time with the consent of Bidder, acting reasonably.
Business Day	A day (other than Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia.
Compensating Amount	The meaning in clause 4.3.
Competing Proposal	<p>Any expression of interest, proposal (including a scheme of arrangement), offer or transaction (or series of transactions) that would, if completed substantially in accordance with its terms, result in:</p> <ul style="list-style-type: none"> (a) any person or persons other than Bidder, Bidder Nominee or one of Bidder's Associates acquiring: <ul style="list-style-type: none"> (i) an interest in all or a substantial part of the Tenements or assets of Target or any of its Subsidiaries; (ii) a Relevant Interest in more than 15% of the voting shares of Target or any of its Subsidiaries; or (iii) control of Target or any of its Subsidiaries within the meaning of section 50AA of the Corporations Act; or (b) Target and another person or persons (other than Target or one of Target's Associates) operating under a dual listed company, or similar structure.
Condition Period	The period beginning on the Announcement Date and ending at the end of the Bid Offer Period.
Confidentiality Deed	The confidentiality deed dated 17 January 2020 between Bidder and Target.
Corporations Act	The <i>Corporations Act 2001</i> (Cth) as modified by any relevant exemption or declaration by ASIC.
Due Diligence Period	The period commencing on 13 November 2019 and expiring at 11.59pm on the date of this document.
Exclusivity Period	<p>The period commencing from the date of this document to the earlier of:</p> <ul style="list-style-type: none"> (a) expiry of the Bid Offer Period; or (b) the date that this document is terminated, <p>(whichever occurs first).</p>
Foreign Target Shareholder	A Target Shareholder whose address shown in the register of members of Target is a place outside of Australia and its external territories or New Zealand, unless Bidder determines that it is lawful, not unduly onerous and not unduly impracticable to make the Offer to a Target Shareholder in the relevant jurisdiction and to issue that Target Shareholder with Bidder Shares on completion

of the Offer and that is lawful for that Target Shareholder to participate in the Offer by the law of the relevant jurisdiction.

Government Agency	A government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local in Australia, including (without limitation) any self-regulatory organisation established under a statute, any stock exchange or otherwise discharging substantially public or regulatory functions, and in particular, ASX, ASIC and the Takeovers Panel.
Indicative Timetable	The indicative timetable set out in Schedule 1.
Loan Agreement	The loan agreement dated on or about the date of this document between Bidder and Target.
Marketable Parcel	The meaning given in the ASX Operating Rules Procedures which, among other things, includes a parcel of Bidder Shares, the value of which is not less than A\$500.
Penny West Project	The project known as the Penny West Project and comprising Tenements M57/180, M57/196 and E57/1087.
Record Date	The date set by Bidder pursuant to section 633(2) of the Corporations Act.
Register	The register of Target Security Holders maintained by or on behalf of Target.
Related Person	In relation to a party: (a) a director, officer, employee, consultant (or similar) of that party; (b) a related body corporate and any a director, officer, employee, consultant (or similar) of that related body corporate; (c) its advisers or an adviser of a related body corporate; or (d) a director, officer or employee of any entity referred to in (b) or (c).
Relevant Interest	The meaning in sections 608 and 609 of the Corporations Act.
Security Interest	The meaning in section 51A of the Corporations Act.
Subsidiary	The meaning in section 46 of the Corporations Act.
Superior Proposal	A bona fide Competing Proposal that in the determination of the Target Directors acting in good faith: (a) is reasonably capable of being valued and completed, taking into account all aspects of the transaction or proposed transaction, including the nature of the Competing Proposal, the conditions associated with the Competing Proposal and the likelihood of those conditions being satisfied within a reasonable period of time and the person or persons making it; and

	(b) is more favourable to Target Shareholders than the Bid, taking into account all terms and conditions of the Competing Proposal,
	provided that a financial adviser, independent of the Target Board, has provided a written opinion to the Target Board which supports the determination of the matters in paragraphs (a) and (b) above.
Takeovers Panel	The Takeovers Panel established under section 171 of the <i>Australian Securities and Investments Commission Act 2001 (Cth)</i> .
Target Board	The board of directors of Target from time to time.
Target Constitution	The constitution of Target.
Target Convertible	An option or some other form of instrument (for instance performance right or share) permitting the holder to subscribe for a Target Share.
Target Convertible Consideration	Subject to clause 2.10(a), as agreed between Bidder and the relevant holder of the Target Convertible.
Target Convertible Offer	The meaning in clause 2.10(a).
Target Directors	Each of the members of the Target Board.
Target Due Diligence Information	All written information (including in electronic form) relating to the business, Tenements, assets, liabilities, operations, profits and losses, financial position and performance and prospects of Target provided by Target to Bidder during the Due Diligence Period.
Target Indemnified Parties	Target, any of its Subsidiaries or a person who at the date of this document is, or after the date of this document becomes, a director, officer or employee of Target or one of its Subsidiaries.
Target Group	Target and each of its Subsidiaries.
Target Security	Target Share or Target Convertible.
Target Share	A fully paid ordinary share in Target.
Target Shareholder	A holder of a Target Share.
Target's Statement	The target's statement to be issued by Target in respect of the Bid.
Target Warranty	The representations and warranties set out in clauses 7.1 and 7.2.
Tenements	Any member of the Target Group's interest (including as holder, owner, operator or joint venturer) in a mining tenement, lease, licence, permit or similar and includes any extension, renewal, modification, replacement or substitution of the whole or any part thereof, including the Penny West Project.
Third Party	Any party other than Bidder or Target.
Unacceptable Circumstances	The meaning in section 657A of the Corporations Act.

**Unmarketable Parcel
Target Shareholder**

A Target Shareholder to whom, if they accept the Offer, Bidder Shares would be issued which would not constitute a Marketable Parcel.

12.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation of this document. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) Words and phrases which are defined by the Corporations Act have the same meaning in this document. If a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act the word or phrase has that meaning.
- (b) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
 - (v) anything (including a right, obligation or concept) includes each part of it; and
 - (vi) a reference to \$ is to the lawful currency in Australia unless otherwise stated.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes the other genders.
- (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) All references to time are references to the time in Perth, Western Australia.

SCHEDULE 1 – INDICATIVE TIMETABLE

Date	Action
10 February 2020	Release of Agreed Announcement
17 February 2020	Bidder provides advanced draft Bidder's Statement to Target under clause 2.2(a)
17 February 2020	Target provides advanced draft Target's Statement to Bidder under clause 2.2(b)
24 February 2020	Bidder provides Target with final draft of Bidder's Statement, in accordance with clause 2.3(b)
25 February 2020	Bidder lodges Bidder's Statement with ASIC and ASX and serves it on Target
25 February 2020	Target lodges Target's Statement with ASIC and ASX and serves it on Bidder
28 February 2020	Bidder despatches Bidder's Statement to Target Shareholders
28 February 2020	Target despatches Target's Statement to Target Shareholders
28 February 2020	Offer opens
30 March 2020	Close of Offer (unless extended)

SCHEDULE 2 – BID CONDITIONS

1. MINIMUM ACCEPTANCE

At the end of the Bid Offer Period Bidder has a relevant interest in at least 50.1% of Target Shares then on issue.

2. GOLD PRICE

The spot gold price for gold as quoted on Bloomberg does not fall below A\$2,000 per ounce at any time during a day for three consecutive days between the Announcement Date and the end of the Bid Offer Period (each inclusive).

3. REGULATORY APPROVALS AND CONSENTS

Before the end of the Bid Offer Period, all approvals or consents that are required by law, by any Government Agency, or by any other third party as are necessary to permit:

- (a) the Bid Offers to be lawfully made to and accepted by the Target Shareholders;
- (b) the transactions contemplated by the Bidder's Statement to be completed; and
- (c) Target to be in material compliance with each of its and its Subsidiaries' contracts, permits, licences and other agreements,

are granted, given, made or obtained on an unconditional basis, remain in full force and effect in all respects, and do not become subject to any notice, intimation or indication of intention to revoke, suspend, restrict, modify or not renew the same.

4. NO REGULATORY ACTION

Between the Announcement Date and the end of the Bid Offer Period (each inclusive):

- (a) there is not in effect any preliminary or final decision, order or decree issued by any Government Agency;
- (b) no action or investigation is announced, commenced or threatened by any Government Agency; and
- (c) no application is made to any Government Agency (other than by Bidder or any associate of Bidder),

in consequence of or in connection with the Bid Offers (other than an application to, or a decision or order of, ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act) which restrains, prohibits or impedes, or threatens to restrain, prohibit or impede, or materially impact upon, the making of the Bid Offers and the completion of any transaction contemplated by the Bidder's Statement or which requires the divestiture by Bidder of any Target Shares or any material assets of Target or any Subsidiary of Target (including any Tenement).

5. NO PERSONS EXERCISING RIGHTS UNDER CERTAIN AGREEMENTS OR INSTRUMENTS

Between the Announcement Date and the end of the Bid Offer Period, no person exercises any rights under any provision of any agreement or other instrument to which a member of Target Group is a party, or by or to which a member of Target Group or any of its assets (including any Tenement) may be bound or be subject to which:

- (a) requires monies borrowed by, or other financial accommodation provided to, a member of Target Group to be paid or repaid immediately or earlier than the repayment or maturity date stated in such agreement or other instrument;

- (b) terminates or modify any such agreement or instrument or require that any action be taken thereunder (including the acceleration of the performance of any obligation thereunder);
- (c) terminates or modify the interest of a member of Target Group in any farm-in, farm-out, partnership, joint venture, trust, corporation or other entity (or any arrangements relating to such interest); or
- (d) requires that any assets (including any Tenement), shares or business of a member of Target Group be sold, transferred or offered for sale or transfer, including under any pre-emptive rights or similar provisions, as a result of the acquisition of Target Shares by Bidder.

6. NO CHANGE OF CONTROL RIGHTS

Between the Announcement Date and the end of the Bid Offer Period, no person has or will have any right as a result of Bidder making the Bid or announcing its intention to make the Bid, or acquiring Target Shares under the Bid, to:

- (a) acquire, or require the disposal of, or require any entity within Target Group to offer to dispose of, any Tenement, assets, shares or business (or any interest in) of any entity within Target Group;
- (b) terminate, or vary the terms of performance of, any agreement with any entity within Target Group; or
- (c) terminate, or vary the terms of any material approvals, licenses or permits issued by any Government Agency to any entity within Target Group.

7. NO MATERIAL DISPOSALS, CANCELLATIONS OR NEW COMMITMENTS

Except for any proposed transaction or item fully and fairly disclosed by Target on the ASX within 6 months prior to the Announcement Date and to the extent included in the Budget and Work Program, none of the following events occur between the Announcement Date and the end of the Bid Offer Period:

- (a) Target or any of its Subsidiaries disposes of, offers to dispose of or agrees to dispose of one or more companies, businesses, Tenements or assets (or any interest in one or more companies, businesses, Tenements or assets) either:
 - (i) for an amount or consideration in excess of A\$150,000 (either alone or in aggregate) arising after the Announcement Date; or
 - (ii) relating in any way to the Penny West Project;
- (b) a member of Target Group enters into or agrees to enter into any purchase, sale, farm-in, farm-out, joint venture or partnership or other agreement (or series of agreements) that requires or is reasonably likely to involve payments, expenditure or the foregoing of revenue, by a member of Target Group in excess of A\$250,000 in aggregate with other such matters arising after the Announcement Date; or
- (c) a Tenement granted to or held by any member of Target Group is revoked, surrendered, relinquished or terminated or a member of Target Group agrees to the same without there being a reasonable likelihood of such tenement, permit or licence being allowed to continue, renewed or extended on terms which are no less favourable to the member of Target Group.

8. NO MATERIAL ADVERSE CHANGE

Between the Announcement Date and the end of the Bid Offer Period (each inclusive) none of the following occurs:

- (a) an event, change, condition, matter or thing occurs or will or is reasonably likely to occur;

- (b) information is disclosed or announced by Target concerning any event, change, condition, matter or thing that has occurred or is reasonably likely to occur; or
- (c) information concerning any event, change, condition, matter or thing that has occurred or is reasonably likely to occur becomes known to Bidder (whether or not becoming public),

(each of (a), (b) and (c) a **Specified Event**) which, whether individually or when aggregated with all such events, changes, conditions, matters or things of a like kind that have occurred or are reasonably likely to occur, has had or would be considered reasonably likely to have:

- (d) a material adverse effect on the business, assets (including the Tenements), liabilities, financial or trading position, profitability or prospects of Target or its Subsidiaries taken as a whole; or
- (e) without limiting the generality of Bid Condition 8(d), the effect of a diminution in the value of the consolidated net assets of the Target Group, taken as a whole, by at least A\$500,000 against what it would reasonably have been expected to have been but for such Specified Event,

other than:

- (f) an event, matter, change or circumstance caused, or materially contributed to, by Bidder;
- (g) anything required or permitted to be done or not done under this document or otherwise required to be done in connection with the legal obligations for the implementation of the Bid;
- (h) any event, matter, change or circumstance:
 - (i) fairly disclosed by Target to Bidder or any Related Person of the Bidder;
 - (ii) disclosed in public filings by Target to ASX or ASIC; or
 - (iii) otherwise known by Bidder or any Related Person of Bidder,
 at any time prior to the date of this document provided that the event, matter, change or circumstances (as the case may be) continues to be, in all material respects, as disclosed or otherwise known to Bidder at that time;
- (i) an event, matter, change or circumstance in or relating to:
 - (i) economic, business, regulatory or political conditions in general;
 - (ii) credit, financial or currency markets in general, or the state of securities markets in general (including any reduction in market indices);
 - (iii) any change affecting the industry in which Target operates generally;
- (j) the portion of any event, matter, change or circumstances which is as a consequence of losses, expenses, damages or other costs covered by insurance which Target's insurers have agreed to pay; or
- (k) anything done with the prior written consent of Bidder.

9. NO UNTRUE STATEMENTS TO ASX

Between the Announcement Date and the end of the Bid Offer Period (each inclusive), there not having occurred or been announced or become known to Bidder or Target that information announced by Target to ASX prior to the Announcement Date is, or is likely to be, incomplete, incorrect, untrue or misleading in a material respect such that Bidder might reasonably be expected to have not proceeded with the Bid at all or would have proceeded with the Bid on materially different terms.

10. CONDUCT OF BUSINESS

Between the Announcement Date and the end of the Bid Offer Period (each inclusive), neither Target nor any of its Subsidiaries:

- (a) makes any changes to its constitution or passes any special resolution or amends the terms of issue of any shares, options, performance rights or other convertible securities;
- (b) borrows or agrees to borrow any money, other than in the ordinary course of business, under the Loan Agreement or as otherwise agreed to in writing by both parties;
- (c) provides a guarantee or indemnity or both to a Third Party;
- (d) other than to the extent included in the Budget and Work Program (if at all) does any of the following:
 - (i) enters or agrees to enter into any contract of service or varies or agrees to vary any existing contract of service with any director or employee;
 - (ii) makes or agrees to make any substantial change in the basis or amount of remuneration of any director, employee or consultant;
 - (iii) except as provided under any superannuation, provident or retirement scheme or contract in effect on the Announcement Date, pays or agrees to pay any retirement benefit or allowance to any director or employee;
 - (iv) make or agree to make any payments to any Third Party (either alone or in aggregate) that is above A\$100,000, including to any employee, director or consultant to Target that is contingent on the Bid Offer or the outcome of the Bid Offer (or a similar transaction); and
 - (v) amends or agrees to amend in any material respect any arrangement with its advisers, or enter into arrangements with any new advisers, in respect of the Bid Offer or a similar transaction;
- (e) other than to the extent included in the Budget and Work Program (if at all) or as otherwise agreed to in writing by both parties, acquires, offers to acquire, agrees to acquire or acquires any one or more businesses, assets, entities or undertakings valued at, or involving a financial commitment of more than A\$250,000 (individually or when aggregated with all other such matters arising after the Announcement Date), or makes an announcement or enters into an agreement in relation to such an acquisition, undertaking or financial commitment; or
- (f) incurs or commits to incur an amount of capital expenditure in excess of A\$250,000 (either alone or in aggregate) other than:
 - (i) capital expenditure that has been announced by Target before the Announcement Date as intended to be incurred or committed;
 - (ii) capital expenditure in the day to day operating activities of the business of Target and its subsidiaries conducted in the same manner as before the Announcement Date;
 - (iii) to the extent included in the Budget and Work Program; or
 - (iv) as otherwise agreed to in writing by both parties.

11. TENEMENTS

Between the Announcement Date and the end of the Bid Offer Period (each inclusive), otherwise than in the ordinary course of business, neither Target nor any of its Subsidiaries:

- (a) enters into, agrees to enter into or announces any agreement to enter into any contract, commitment or arrangement (including without limitation any ore sale, ore processing, split commodity, joint venture, partnership, farm-in, royalty, marketing or off-take agreement) in relation to any of the Tenements;

- (b) relinquishes, sells or disposes of any interest or creates any Security Interest over any of the Tenements;
- (c) takes any action or omits to take any action that results in or may reasonably be expected to result in a disposal of, or a breach of the terms of any of the Authorisations in connection with any Tenement; or
- (d) takes any action or omits to take any action that results in or may reasonably be expected to result in the surrender of any of the Tenements or any Authorisation relating to any Tenements,

including announcing an intention to do any of the above matters.

12. LITIGATION

Between the Announcement Date and the end of the Bid Offer Period (each inclusive) no litigation against Target which may impact on the Penny West Project or reasonably result in a judgment of A\$500,000 or more is commenced, is threatened to be commenced, is announced, or is made known to Bidder (whether or not becoming public) or Target regardless of whether the subject of prior resolution or otherwise.

13. EQUAL ACCESS

Between the Announcement Date and the end of the Bid Offer Period, Target promptly, and in any event within two Business Days, provides to Bidder a copy of all information that is not generally available (within the meaning of the Corporations Act) relating to Target Group, or their respective Tenements, assets, liabilities or operations, that has been provided by Target or any of its directors, officers, agents or representatives to any Third Party other than in the ordinary course of ordinary business, for the purposes of soliciting, encouraging or facilitating any proposal with respect to:

- (a) a takeover bid for, or scheme of arrangement proposed by, Target, under the Corporations Act;
- (b) the acquisition by a Third Party or an Associate of any interest (including directly or indirectly by way of farm-in, farm-out, joint venture, partnership or similar) in either the Penny West Project or any of the assets (including Tenements) and operations of Target or any of its Subsidiaries; or
- (c) any transaction having a similar economic effect.

14. NO PRESCRIBED OCCURRENCES

Between the Announcement Date and the date three business days after the end of the Bid Offer Period (each inclusive), none of the following prescribed occurrences (being the occurrences listed in section 652C of the Corporations Act) happen:

- (a) Target converting all or any of Target Shares into a larger or smaller number of shares under section 254H of the Corporations Act;
- (b) Target or a Subsidiary of Target resolving to reduce its share capital in any way;
- (c) Target or a Subsidiary of Target entering into a buyback agreement or resolving to approve the terms of a buyback agreement under section 257C(1) or 257D(1) of the Corporations Act;
- (d) Target or a Subsidiary of Target making an issue of Target Shares (other than the issue of Target Shares on the exercise of Target Convertibles) or granting an option over the Target Shares or agreeing to make such an issue or grant such an option;
- (e) Target or a Subsidiary of Target issuing, or agreeing to issue, convertible notes (including any issue or grant of any Target Convertible);

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

15. NO DISTRIBUTIONS

Between the Announcement Date and the end of the Bid Offer Period (each inclusive), Target does not announce, make, declare or pay any distribution to its Target Shareholders (whether by way of dividend, capital reduction or otherwise and whether in cash or in specie).

SCHEDULE 3 – AGREED BID TERMS

1. OFFER PRICE

Bidder offers to each Target Shareholder 1 Bidder Share for every 10 Target Shares and \$0.017 cash for every Target Share held.

2. FOREIGN TARGET SHAREHOLDERS

Subject to the Corporations Act, Bidder will, unless satisfied that the laws of a Foreign Target Shareholder's country of residence (as shown in the Target's register of members) permit the issue of Bidder Shares to the Foreign Target Shareholder either unconditionally or after compliance with conditions which Bidder reasonably regards as not unduly onerous or unduly impracticable, issue Bidder Shares (to which a Foreign Target Shareholder would otherwise be entitled) to a nominee appointed by Bidder who will sell those Bidder Shares and pay to that Foreign Target Shareholder the net proceeds received (after deducting the applicable brokerage, taxes and charges) in accordance with the Offer, calculated on an average basis per Bidder Share so that all Foreign Target Shareholders receive the same price per Bidder Share (subject to rounding).

3. UNMARKETABLE PARCEL TARGET SHAREHOLDERS

Subject to the Corporations Act, Bidder will issue Bidder Shares (to which an Unmarketable Parcel Target Shareholder would otherwise be entitled) to a nominee appointed by Bidder who will sell those Bidder Shares and pay to that Unmarketable Parcel Target Shareholder the net proceeds received (after deducting the applicable brokerage, taxes and charges) in accordance with the Offer, calculated on an average basis per Bidder Share so that all Unmarketable Parcel Target Shareholders receive the same price per Bidder Share (subject to rounding).

4. CONDITIONS

The offer by Bidder under the Bid may be subject only to conditions that are no less favourable to Target Shareholders than those described in Schedule 2 of this document.

SCHEDULE 4 - TARGET'S CAPITAL

1. TARGET SHARES

Target has 1,385,515,167 fully paid ordinary shares on issue.

2. TARGET CONVERTIBLES

(a) Options

Target has 136,000,000 options on issue as follows:

Number of Options	Expiry Date	Exercise Price
15,000,000 unlisted options	04/05/2023	\$0.01
42,500,000 unlisted options	30/06/2021	\$0.015
10,000,000 unlisted options	31/05/2023	\$0.015
6,500,000 unlisted options	30/06/2023	\$0.015
13,333,332 unlisted options	26/03/2022	\$0.025
13,333,332 unlisted options	26/03/2022	\$0.030
13,333,336 unlisted options	26/03/2022	\$0.035
15,000,000 unlisted options	09/08/2022	\$0.081
2,000,000 unlisted options	30/11/2022	\$0.10
2,500,000 unlisted options	30/11/2022	\$0.11
2,500,000 unlisted options	30/11/2022	\$0.12

(b) Performance Rights

Target has 19,999,998 performance rights on issue as follows:

Number of Performance Rights	Expiry Date	Vesting Conditions
9,999,999	10/07/2021	Vested
9,999,999	10/07/2022	Vested

SCHEDULE 5 - BIDDER'S CAPITAL

1. BIDDER SHARES

Bidder has 658,470,383 fully paid ordinary shares on issue.

2. BIDDER CONVERTIBLES

(a) Options

Bidder has 1,500,000 options on issue as follows:

Number of Options	Expiry Date	Exercise Price
1,500,000 unlisted options	11/06/2020	\$0.20

(b) Performance Rights

Bidder has 12,463,577 performance rights on issue as follows:

Number of Performance Rights	Expiry Date	Vesting Conditions
500,000	11/06/2026	Vested
505,564	01/07/2026	Vested
466,640	01/07/2025	Vested
532,529	01/07/2026	Vested
3,387,333	01/07/2027	Vesting on 1 July 2020
3,387,508	01/07/2028	Vesting on 1 July 2021
2,716,978	01/07/2029	Vesting on 1 July 2022
322,342	01/07/2027	Vesting on 1 July 2020
644,683	01/07/2029	Vesting on 1 July 2022

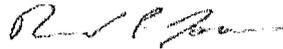
Executed as a deed on 9 February 2020.

EXECUTED by RAMELIUS RESOURCES LIMITED ABN 51 001 717 540 in accordance with section 127 of the Corporations Act by:



Director

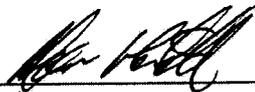
Mark Zeptner
Name of Director (print)



Director/Secretary

Richard Jones
Name of Director/Secretary (print)

EXECUTED by SPECTRUM METALS LIMITED ABN 94 115 770 226 in accordance with section 127 of the Corporations Act by:



Director

ALEXANDER HEWLETT
Name of Director (print)



Director/Secretary

PAUL ADAMS
Name of Director/Secretary (print)