Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme	Forrestania Resources Ltd (**Forrestania**)
ACN/ARSN	647 899 698

1. Details of substantial holder (1)

Name	Ramelius Resources Limited (Ramelius) and each of the entities as set out in Annexure A (each, a **Ramelius Group Entity**)
ACN/ARSN (if applicable)	001 717 540

The holder became a substantial holder on 04/09/2026

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares in Forrestania (**Shares**)	225,000,000	225,000,000	9.4%

* Based on 2,392,485,421 fully paid ordinary shares on issue

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Ramelius	Relevant interest under section 608(1)(a) of the *Corporations Act 2001* (Cth) (**Corporations Act**) as holder of the Shares pursuant to the Share and Asset Purchase Agreement dated 28 June 2026 (a copy of which is attached as Annexure B).	225,000,000 Shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of Securities	Person entitled to be registered as holder (8)	Class and number of securities
Ramelius	Ramelius	Ramelius	225,000,000 Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Ramelius	04/09/2026	Nill	Shares issued to Ramelius as part consideration for the sale of the assets acquired by Forrestania under the Share and Asset Purchase Agreement dated 28 June 2026 (a copy of which is attached as Annexure B).	225,000,000 Shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)s	Nature of association
Ramelius Group Entities (See Annexure A)	Each Ramelius Group Entity is an associate of Ramelius under section 12(2)(a) of the Corporations Act as they are each controlled by Ramelius

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Ramelius and each Ramelius Group Entity	Level 13, 58 Mounts Bay Road, Perth WA 6000

Signature

print name	Richard Jones	capacity	Company Secretary
sign here		date	7 September 2026

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (e.g. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.

(2) See the definition of "associate" in section 9 of the Corporations Act 2001.

(3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.

(6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

(7) Include details of:

(a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

(8) If the substantial holder is unable to determine the identity of the person (e.g. if the relevant interest arises because of an option) write "unknown.'"

(9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

ANNEXURE A

This is Annexure A of one (1) page referred to in the Form 603 “Notice of initial substantial holder” given by Ramelius Resources Limited, signed by me and dated 4 September 2026.

Richard Jones
Company Secretary

Date: 7 September 2026

Subsidiaries of Ramelius Resources Limited

Entity	ACN / ABN
Mt Magnet Gold Pty Limited	008 669 556
RMSXG Pty Limited	614 217 926
Ramelius USA Corporation	N/A
Ramelius Operations Pty Limited	621 626 391
Explaurum Ltd	114 175 138
Ramelius Canada Inc	N/A
Ninghan Exploration Pty Ltd	162 214 155
Spectrum Metals Ltd	115 770 226
Penny Operations Pty Ltd	618 514 944
Ramelius Kalgoorlie Pty Ltd	654 590 039
Apollo Consolidated Ltd	102 084 917
AC Minerals Pty Ltd	139 823 028
Aspire Minerals Pty Ltd	135 789 338
AC28 Pty Ltd	139 461 886
Musgrave Minerals Ltd	143 890 671
Musgrave Exploration Pty Ltd	160 346 887
Breaker Resources NL	145 011 178
Breaker Resources Lithium Pty Ltd	656 203 048
Lake Roe Gold Mining Pty Ltd	659 699 626
Apollo Guinea Sarlu	N/A
Spartan Resources Ltd	57 139 522 900
Firefly Resources Ltd	84 118 522 124
Dalgaranga Exploration Pty Ltd	37 623 055 550
Aurum Minerals Pty Ltd	56 128 307 246
Lightening Bug Resources Pty Ltd	37 169 234 431
Yalgoo Exploration Pty Ltd	43 166 570 869
Gascoyne (Ops Management) Pty Ltd	25 619 342 979
Dalgaranga Operations Pty Ltd	88 616 858 550
Gascoyne Andy Well James Pty Ltd	66 166 203 578
Gascoyne Mumbakine Pty Ltd	14 111 152 866
GNT Resources Pty Ltd	35 159 772 077

ANNEXURE B

This is Annexure B of 112 pages referred to in the Form 603 “Notice of initial substantial holder” given by Ramelius Resources Limited, signed by me and dated 4 September 2026.

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Richard Jones
Company Secretary

Date: 7 September 2026

Share and asset purchase agreement

Ramelius Resources Limited (**Seller**)

Forrestania Resources Ltd (**Buyer**)

Contents

Date: 28 June 2026

Parties

1 Ramelius Resources Limited (ACN 001 717 540) of Level 13, 58 Mounts Bay Road, Perth, WA 6000 (**Seller**)

2 Forrestania Resources Ltd ACN 647 899 698 of Suite 1, 295 Rokeby Road, Subiaco WA 6008 (**Buyer**)

Background

A The Seller holds the legal and beneficial title, directly or through interposed subsidiaries, to the Sale Interests.

B The Buyer agrees to buy, and the Seller agrees to sell, the Sale Interests on the terms and conditions set out in this agreement.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given in the Dictionary;

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given in the Corporations Act; and

(c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this agreement.

2 Sale and price

2.1 Sale of Sale Interests

The Seller must sell the Sale Interests to the Buyer and the Buyer must buy the Sale Interests from the Seller:

(a) for the Purchase Price (as adjusted under clause 10.17);

(b) on the Completion Date;

(c) free from any Security Interest (other than a Permitted Security Interest); and

(d) on the terms and conditions of this agreement.

2.2 Purchase Price

(a) The consideration amount to be paid by the Buyer for the Sale Interests comprises:

(i) the Cash Consideration, as adjusted under clause 13.2; and

(ii) the Consideration Shares,

(together, the **Purchase Price**).

(b) If the Buyer receives binding commitments from investors to raise in excess of $200,000,000 (before costs) pursuant to its Capital Raising, then the Buyer may elect by notice in writing to the Seller to increase the cash consideration payable at Completion by an amount up to $50,000,000 and provided such amount is divisible by $5,000,000 (**Cash Adjustment Amount**).

(c) A notice under clause 2.2(b) must be given to the Seller by no later than the day on which the Buyer makes an ASX announcement satisfying the Condition in clause 4.1(d).

2.3 Seller must procure Retained Group Members

(a) The Seller enters into this agreement for itself and for each other Retained Group Member and accordingly, accepts the full benefit of this agreement on behalf of those entities. The parties agree that the Seller may enforce this provision on behalf of those other entities.

(b) The Seller agrees that where the performance of any obligation under this agreement requires any action by a Retained Group Member, the Seller will procure that action be taken by the Retained Group Member.

3 Deposit

3.1 Payment

(a) Immediately upon signing this agreement, the Buyer must pay the 25% of the Deposit (being an amount of $5,000,000) to a bank account nominated by the Seller in Immediately Available Funds to hold on the terms of this clause.

(b) By no later than the earlier of one (1) Business Days after the Buyer settles tranche one of the Capital Raising and the date that is 15 Business Days of the date of this agreement, the Buyer must pay the remaining 75% of the Deposit (being an amount of $15,000,000) to a bank account nominated by the Seller in Immediately Available Funds to hold on the terms of this clause.

3.2 Vesting

(a) Subject to clause 3.2(b), the Seller must return the amount of the Deposit actually paid to the Buyer under clause 3.1 within two (2) Business Days of termination of this agreement.

(b) The Seller is entitled to retain the Deposit if:

(i) Completion occurs, in which event the Seller acknowledges that the Deposit is applied as part payment of the Cash Consideration in accordance with clause 6.4;

(ii) before Completion, the Seller lawfully terminates this agreement as a result of the Buyer's default; or

(iii) before Completion, this agreement is terminated by either the Buyer or the Seller as a result of, or following, the non-satisfaction of (or the Condition becoming incapable of being satisfied by the Conditions Precedent Date in respect of) the Conditions in clauses 4.1(d) (Capital Raising Commitments), 4.1(e) (Capital Raising Approval) and 4.1(f) (Consideration Shares), including where the shareholders of the Buyer do not approve the issue of the Tranche 2 Buyer Shares in connection with the Capital Raising or the issue of the Consideration Shares pursuant to this agreement.

(c) For the avoidance of doubt, but subject to clause 3.2(b), the Seller must return the Deposit in all other scenarios, including where any Condition (other than the Conditions in clauses 4.1(d) (Capital Raising Commitments), 4.1(e) (Capital Raising Approval) and 4.1(f) (Consideration Shares)) fails through no fault of the Buyer.

(d) Clause 3.2(a) does not affect any other rights which the Buyer may have arising from a breach of this agreement by the Seller.

(e) Clauses 3.2(b)(ii) and 3.2(b)(iii) do not affect any other rights which the Seller may have arising from a breach of this agreement by the Buyer.

3.3 Interest

(a) The parties acknowledge and agree that any bank interest accrued and payable on the Deposit is to the benefit of the Seller and, to the extent the Buyer is entitled to the Deposit under clause 3.2, it will not be entitled to any interest accrued on the Deposit.

(b) For the avoidance of doubt, any bank interest accrued and payable on the Deposit does not constitute part payment of the Purchase Price.

4 Conditions precedent

4.1 Conditions precedent to Completion

The Buyer and the Seller are only obliged to Complete if the following Conditions are satisfied or waived by the party or parties identified as being entitled to the benefit of that Condition:

Condition	Party entitled to benefit
(a) **ACCC approval:** if the parties form a bona fide view, based on the advice of their respective legal advisers, that the approval of the ACCC is required for the Sale under the CCA, one of the following has occurred: (i) **Waiver:** the ACCC makes a determination under section 51ABV of the CCA that the Sale is not required to be notified; or	The Buyer and the Seller

Condition	Party entitled to benefit
(ii) **ACCC competition determination:** the ACCC makes, or is taken to have made a determination that the Sale may be put into effect or is of public benefit, either on an unconditional basis or subject to conditions which are acceptable to the Buyer (acting reasonably) and: (A) the Sale has been finally considered for the purposes of section 51ABF(1) of the CCA; (B) the most recent notification of the Sale to the ACCC is not stale within the meaning of section 51ABG of the CCA; and (C) no application has been made within the prescribed period to the Federal Court of Australia for judicial review of a determination by the Tribunal.	
(b) **Third Party Agreements:** in relation to each Third Party Agreement to which a Retained Group Member is a party, each Retained Group Member and the Buyer entering into a deed of assignment and assumption in favour of the continuing party to the relevant Third Party Agreement under which: (i) the Retained Group Member assigns its rights and interests under the Third Party Agreement to the Buyer; and (ii) the Buyer assumes all of the obligations of the Retained Group Member under, and covenants in favour of the continuing party to comply with, the Third Party Agreement, in each case on and from Completion, substantially in the form attached as Attachment A and otherwise on terms acceptable to the Seller and Buyer, acting reasonably.	The Buyer and the Seller
(c) **Evolution SPA** – the Seller, ROPL and the Buyer entering into a deed of assignment and assumption with Evolution Mining Limited under which: (i) ROPL assigns its rights and interests under the Evolution SPA to the Buyer; (ii) the Buyer assumes all of the obligations of ROPL under the Evolution SPA; (iii) the Buyer unconditionally and irrevocably indemnifies the Seller and each Retained Group Member against any claim, loss, liability or expense arising under or in connection with the Evolution SPA on and from Completion; (iv) the Seller is released from all of its obligations under the Evolution SPA; and	The Seller

Condition	Party entitled to benefit
(v) the Buyer indemnifies the Seller and ROPL on demand against any Loss which the Seller or ROPL pays, suffers or is liable for, arising out of or in connection with the Evolution SPA, in each case conditional upon and taking effect from Completion, such deed of assignment and assumption to be in a form required by the Evolution SPA and otherwise acceptable to the Seller and Buyer, acting reasonably.	
(d) **Capital Raising Commitments –** the Buyer announcing to ASX that it has received binding commitments from investors to raise not less than $200,000,000 (before costs) pursuant to the Capital Raising.	The Buyer and the Seller
(e) **Capital Raising Approval –** the Buyer obtaining all necessary shareholder approvals required to give effect to the issue of the Tranche 2 Buyer Shares for the purposes of Listing Rule 7.1 and for all other purposes.	The Buyer and the Seller
(f) **Consideration Shares –** the Buyer obtaining all necessary shareholder approvals required to give effect to the issue of the Consideration Shares under this agreement for the purposes of Listing Rule 7.1 and for all other purposes.	The Buyer and the Seller

4.2 Satisfaction or waiver of Conditions

(a) The Buyer and the Seller must each use its best endeavours to:

(i) satisfy the Conditions before the date that is three months after the date of this agreement (**Conditions Precedent Date**); and

(ii) co-operate with the other party in doing anything necessary to satisfy the Conditions.

(b) The Buyer and the Seller must each promptly notify the other if it becomes aware that a Condition is:

(i) satisfied; or

(ii) incapable of being satisfied before the Conditions Precedent Date.

(c) Subject to clauses 4.2(d) and 4.2(e), a party with the benefit of a Condition may, at any time before the Conditions Precedent Date, waive a Condition by giving written notice to the other party specifying that it no longer requires the Condition to be fulfilled (provided such waiver is permitted by law and this agreement), provided that the Condition in clause 4.1(f) (Consideration Shares) may not be waived by any party.

(d) If more than one party has the benefit of a Condition, that Condition may only be waived if each party with the benefit of the Condition gives notice to the other party before the Conditions Precedent Date, specifying that it no longer requires the Condition to be fulfilled (provided such waiver is permitted by law).

(e) A party entitled to the benefit of a Condition may terminate this agreement by giving not less than five (5) Business Days written notice to the other party if at any time before Completion and subject to this clause 4:

(i) that Condition is not satisfied or waived by the party with the benefit of that Condition by the Conditions Precedent Date; or

(ii) the Buyer or the Seller (as the case may be) has given a notice that the Condition is incapable of being satisfied by the Conditions Precedent Date (unless that Condition is satisfied before the notice is given).

4.3 Specific obligations in relation to the ACCC Condition

In respect of the ACCC Condition, the Buyer agrees to:

(a) take all actions necessary to satisfy the ACCC Condition, including giving any undertakings required to satisfy the ACCC Condition;

(b) supply all information requested by any Government Agency in relation to the ACCC Condition to the relevant Government Agency as soon as practicable after it is requested;

(c) undertake prior consultation with the Seller in relation to the approach to the ACCC Condition and information to be provided to any Government Agency relating to or affecting the satisfaction of the ACCC Condition; and

(d) allow the Seller and its representatives the opportunity to be present at any meetings with the ACCC, subject to confidentiality restrictions (provided the Seller and its representatives must not be present for any discussion (or part thereof) where any bona fide privileged or commercially or competitively sensitive information of the Buyer Group is reasonably likely to be disclosed).

4.4 Specific obligations in relation to the Buyer shareholder approvals

In respect of the Conditions in clauses 4.1(e) (Capital Raising Approval) and 4.1(f) (Consideration Shares), the Buyer must:

(a) as soon as reasonably practicable and in any event within 10 Business Days of the date of this agreement, prepare a draft notice of meeting for the purposes of seeking approval of its shareholders under Listing Rule 7.1 to issue the Consideration Shares to the Seller, which shall include a unanimous recommendation by the directors of the Buyer to vote in favour of the relevant resolutions;

(b) provide the Seller with:

(i) a draft of the notice of meeting for the purposes of the Condition in clause 4.1(f); and

(ii) a reasonable opportunity to review and provide comments on the draft notice of meeting, and act reasonably and in good faith in considering any comments made by the Seller or its advisers when producing the final notice of meeting, and, as soon as reasonably practicable thereafter submit a draft of the notice of meeting to ASX for review;

(c) keep the Seller informed of all matters raised by ASX in relation to the notice of meeting and use all reasonable endeavours to resolve any such matters with the Seller; and

(d) convene and hold a meeting of its shareholders to consider and, if thought fit, approve the issue of the Consideration Shares and the Tranche 2 Buyer Shares for the purposes of the Conditions in clauses 4.1(e) (Capital Raising Approval) and 4.1(f) (Consideration Shares), as soon as reasonably practicable after the notice of meeting is dispatched to shareholders.

5 Conduct before Completion

5.1 Conduct of business

Between the date of this agreement and the earlier of close of business on the Completion Date and termination of this agreement, except as expressly disclosed in, or permitted or contemplated by this agreement, the Seller must procure that:

(a) each Sale Company:

(i) conducts its business, and deals with its assets, only in the ordinary course; and

(ii) complies in all material respects with all applicable laws and maintains all Authorisations existing at the date of this agreement which are material and necessary to carry on the business of each Sale Company;

(iii) does not:

(A) allot or issue any securities or any loan capital convertible into securities;

(B) purchase, buy back, redeem, retire or acquire any such securities;

(C) create or permit to exist any Security Interest over any such securities (other than a Permitted Security Interest over securities other than the Sale Shares);

(D) enter into any agreement or other arrangement with any person (other than the Buyer) which is not on arm's length terms; or

(E) commence any Action other than for the collection of debts owing to that Sale Company or in the ordinary course of its business;

(b) no change is made to the constitution of a Sale Company;

(c) the Sale Tenements are maintained in good standing; and

(d) no Seller Group Member varies (in a material way) or terminates any Third Party Agreement, without the Buyer's consent.

5.2 Exceptions

Nothing in clause 5.1 restricts the Seller or any Seller Group Member from doing anything:

(a) contemplated or required by this agreement or any document contemplated by or referred to in this agreement;

(b) to reasonably and prudently respond to an emergency or disaster (including a situation giving rise to a risk of personal injury or damage to property);

(c) that is necessary for the Seller or any Seller Group Member to meet its legal or contractual obligations;

(d) that is a reasonable response to serious misconduct of an employee;

(e) that is Fairly Disclosed in the Disclosure Material; or

(f) which the Buyer approves or to which the Buyer consents.

5.3 Compliance with clause 5.1

Nothing in clause 5.1 requires the Seller or any Seller Group Member to do, to omit to do, or to allow to be done, anything which would in the Seller's opinion, acting reasonably:

(a) unreasonably disrupt or impact on each Sale Company or the operation of any aspect of the businesses of each Sale Company;

(b) breach any obligations (including obligations of confidentiality) that the Seller or any Sale Company owe to any third party or under any law; or

(c) materially prejudice the likelihood of Completion occurring.

5.4 Buyer's Nominee

(a) The Buyer must ensure that, at all times between the signing of this agreement and Completion, it has nominated one or more persons as its representative (each a **Buyer's Nominee**) for the purpose of clause 5.1.

(b) The Buyer's Nominee has authority to act on behalf of the Buyer in relation to any queries or consents required under clause 5.1.

(c) The Buyer's Nominee is David Geraghty or such other person as notified by the Buyer to the Seller.

5.5 Process for Buyer consent

(a) The Buyer must not unreasonably withhold or delay any consent required or requested of it under this agreement, including under clause 5.2(f).

(b) Subject to the Seller providing a written notice in accordance with clause 5.5(c), the Buyer will be taken to have given its consent for the purposes of this agreement if the Buyer does not, within a period of time that is reasonable in the context of the matter to which the consent relates, notify the Seller in writing that it refuses its consent.

(c) In clause 5.5(b), a reasonable period of time means immediately in the context of an emergency and, in any event, within 72 hours after being notified by the Seller of a proposed action after the Seller providing written notice specifying in detail:

(i) a description of the proposed action;

(ii) the commercial rationale for it;

(iii) the estimated financial impact; and

(iv) the date on which the Seller proposes to take the action.

5.6 Not conditions to Completion

The Buyer agrees that:

(a) none of the matters set out in this clause 5 will operate as a condition to Completion; and

(b) the Buyer must not delay or prevent Completion occurring in connection with any of the matters set out in this clause 5.

6 Completion

6.1 Date and place for Completion

(a) Subject to clause 4, Completion must take place at the office of the Seller (or at any place as the Seller and Buyer may agree) on or before 5.00pm on the Business Day which is 10 Business Days after satisfaction or waiver of the last of the Conditions, or any other time and date that the Buyer and Seller agree.

(b) The Seller and Buyer may by mutual agreement, elect to effect Completion electronically via the exchange of documents and signatures.

6.2 Notices

At least five (5) Business Days before Completion, the Buyer must give the Seller a notice in writing setting out details of:

(a) the persons who will be appointed as the new directors, secretaries and public officers of each Sale Company from Completion, together with original signed consents to act of such persons; and

(b) the proposed new registered offices of each Sale Company from Completion.

6.3 Approvals

(a) Prior to Completion, the Seller must procure that the directors of each Sale Company pass a resolution approving, with effect on and from Completion:

(i) the transfer of the Sale Shares to the Buyer and the entry of the name of the Buyer in the share register of each Sale Company;

(ii) the cancellation of the existing certificate(s) for the Sale Shares if certificate(s) have been issued;

(iii) the delivery by each Sale Company of a new share certificate for the Sale Shares in the name of the Buyer;

(iv) the appointment of the persons that the Buyer notifies to the Seller under clause 6.2(a) as directors of the Sale Companies, subject to the receipt of duly signed consents to act of such persons;

(v) the appointment of the persons that the Buyer notifies to the Seller under clause 6.2(a) as the secretaries, auditors and public officers of the Sale Companies, subject to the receipt of duly signed consents to act of such persons;

(vi) the registered office of each Sale Company is changed to the new address that the Buyer notifies to the Seller in accordance with clause 6.2(b); and

(vii) the resignation from their respective positions of all existing directors, secretaries, auditors and public officers of each Sale Company.

(b) Prior to Completion, and subject to satisfaction of the Consideration Shares Condition, the Buyer must procure that the directors of the Buyer pass a resolution approving, with effect on and from Completion:

(i) the allotment and issue to the Seller of the Consideration Shares; and

(ii) the registration of the Consideration Shares in the Buyer's register of members.

6.4 Buyer's obligations at Completion

At Completion, the Buyer must:

(a) pay into an account nominated by the Seller an amount equal to the Cash Consideration less the Deposit in Immediately Available Funds;

(b) allot and issue to the Seller (or its nominee) the Consideration Shares in accordance with clause 6.5; and

(c) deliver or cause to be delivered to the Seller (or its nominee):

(i) a holding statement in respect of the Consideration Shares; and

(ii) a duly executed counterpart of the Escrow Deed.

6.5 Consideration Shares

(a) The Consideration Shares to be issued under this agreement must:

(i) be issued at Completion;

(ii) be issued fully paid;

(iii) rank equally with and have the same voting rights, dividend rights and other entitlements as all other Buyer Shares as at the date of issue; and

(iv) otherwise be free from encumbrances when they are issued.

(b) Promptly following the issue of the Consideration Shares, the Buyer must:

(i) procure that the Seller (or its nominee) is entered into the register of members of the Buyer as the registered holder of the Consideration Shares;

(ii) apply to ASX for official quotation of the Consideration Shares on the ASX by lodging an Appendix 2A – Application for quotation of securities on the ASX market announcements platform in respect of those Consideration Shares; and

(iii) within five (5) Business Days following the issue of the Consideration Shares, lodge with ASX a cleansing notice that complies with section 708A(6) of the Corporations Act in respect of the Consideration Shares issued under this agreement, in accordance with section 708A(5)(e) of the Corporations Act (or if such a statement cannot be lodged, a compliance prospectus for the purposes of section 713 of the Corporations Act).

(c) This agreement serves as an application by the Seller for the allotment of the Consideration Shares and accordingly, it will not be necessary for the Seller to provide a separate additional application on or before Completion.

(d) The Seller acknowledges that the Consideration Shares to be issued at Completion will not be issued pursuant to a prospectus or other disclosure document for the purposes of the Corporations Act.

(e) Upon the issue of the Consideration Shares in accordance with this agreement, the Seller hereby agrees (or will procure that its nominee agrees) to become a member of the Buyer and to be bound by the constitution of the Buyer.

6.6 Seller’s obligations at Completion

At Completion, subject to the Buyer’s compliance with its obligations under clause 6.4, the Seller must deliver to the Buyer:

(a) duly executed instruments of transfer of the Sale Shares in favour of the Buyer together with the existing certificates for the Sale Shares or, if no certificates have been issued, a certificate from the company secretary of each Sale Company to that effect;

(b) a counterpart of the Escrow Deed duly executed by the Seller (or its nominee);

(c) written resignations by all directors, secretaries, auditors and public officers of each Sale Company with effect from the Completion Date in a form agreed between the parties. Such resignations must, to the extent permitted by law, include a release from each such person in favour of each relevant Sale Company and a release by each relevant Sale Company in favour of each such person, in relation to any current or future Claim against the Sale Companies or any of their respective officers or employees or against that person (as applicable) in respect of that person’s holding or ceasing to hold that office;

(d) copies of the approvals in accordance with clause 6.3(a);

(e) all Business Records in the possession, custody or control of the Seller;

(f) the forms of proxy required to give effect to clause 12.3;

(g) a copy of the ASIC Corporate Key of each Sale Company;

(h) a copy of a certificate of the directors of the Seller pursuant to clause 4.2(c)(i) of the Deed of Cross Guarantee;

(i) operational control of the Plant and Equipment, at the respective places where they are normally located including any and all keys, codes or other security items associated with the Plant and Equipment;

(j) executed but undated originals of the instruments of transfer (Form 23) in favour of the Buyer as transferee of the Seller's registered interest in each Sale Tenement;

(k) executed applications to amend (Form 30) amending the address for service for each Tenement to such address as may be nominated by the Buyer prior to Completion, together with a statutory declaration in the form required by the *Oaths, Affidavits and Statutory Declarations Act 2005* (WA) stating the reasons for the requested amendment;

(l) all documents comprising the Mining Information which, where applicable, shall be provided in an electronic format agreed by the Buyer (other than any Mining Information that it intends to provide pursuant to clause 12.1); and

(m) every other document, certificate, declaration or thing, including any waiver or consent which is reasonably requested by the Buyer not less than 10 Business Days prior to Completion to vest full ownership, title and possession and benefit of the Sale Interests in the Buyer free from any Security Interest (other than a Permitted Security Interest).

6.7 Clear Exit Payment

(a) This clause 6.7 will only apply to the extent a Sale Company is, or will be, a Subsidiary Member of the Seller Consolidated Group with effect from a date prior to Completion.

(b) The Seller must take all necessary actions to ensure each Leaving Entity will leave the Seller Consolidated Group clear of all Group Liabilities of the Seller Consolidated Group in accordance with section 721-35 of the ITAA 1997 and the Tax Sharing and Funding Agreement, on terms consistent with the Tax Sharing and Funding Agreement.

(c) The Seller must, no later than seven (7) Business Days before Completion, provide the Buyer with the following documents:

   (i) draft calculations (including any supporting material) of any Clear Exit Payments and payments required under the Tax Sharing and Funding Agreement (as at the Completion Date) that are consistent with the methodology prescribed in the Tax Sharing and Funding Agreement (where relevant); and

   (ii) a draft deed of release relating to each Leaving Entity exiting the Seller Consolidated Group (**Clear Exit Deed of Release**).

(d) The Seller must allow the Buyer, no more than five (5) Business Days (the **Review Period**) to review the documents provided under clause 6.7(c) and incorporate any reasonable comments that the Buyer provides by the end of the Review Period in relation to the Clear Exit Payments. If the Buyer does not provide comments within the Review Period, the Buyer is taken to have approved the Clear Exit Payments and the draft deeds of release as provided by the Seller. If the Buyer disputes the documents provided under clause 6.7(c) during the Review Period, the Seller and

Buyer must use best endeavours to resolve the dispute within five (5) Business Days, failing which either party may refer the matter to the Resolution Institute for determination.

(e) The Seller must, no later than one (1) Business Day before Completion:

(i) update the documents in accordance with the comments provided by the Buyer under clause 6.7(d);

(ii) procure that:

(A) each Sale Company pays the relevant Clear Exit Payment to the Seller Head Company;

(B) the Seller Head Company provides each Sale Company with documentation evidencing the payment of the Clear Exit Payment to the Seller Head Company; and

(C) the Seller Head Company and each Sale Company enter into the Clear Exit Deed of Release; and

(iii) provide the Buyer with copies of the deeds of release releasing each Leaving Entity from its obligations under the Tax Sharing and Funding Agreement.

6.8 GST Clear Exit Payment

(a) This clause 6.8 will only apply to the extent a Sale Company is, or will be, a Member of the Seller GST Group with effect from a date prior to Completion.

(b) The Seller must take all necessary actions to ensure each Sale Company will leave the Seller GST Group clear of all Indirect Tax Amounts of the Seller GST Group as contemplated by section 444-90 of Schedule 1 of the TAA and in accordance with the Indirect Tax Sharing Agreement, on such terms as the Buyer may reasonably request.

(c) The Seller must, at least seven (7) Business Days before Completion, provide the Buyer with the following documents:

(i) draft calculations (including any supporting material) of any GST Clear Exit Payments and payments required under the Indirect Tax Sharing Agreement (as at the Completion Date) that are consistent with the methodology prescribed in the Indirect Tax Sharing Agreement (where relevant); and

(ii) a draft deed of release covering payments required under the Indirect Tax Sharing Agreement (**ITSA Deed of Release**).

(d) During the Review Period, the Seller must allow the Buyer to review the documents provided under clause 6.8(c) and incorporate any reasonable comments that the Buyer provides by the end of the Review Period in relation to the GST Clear Exit Payments. If the Buyer disputes the documents provided under clause 6.8(c) during the Review Period, the Seller and Buyer must use best endeavours to resolve the dispute within five (5) Business Days, failing which either party may refer the matter to the Resolution Institute for determination.

(e) The Seller must at least one (1) Business Day before Completion:

(i) update the documents in accordance with the comments provided by the Buyer under clause 6.8(d);

(ii) procure that:

(A) each Sale Company pays the relevant GST Clear Exit Payments to the Representative Member of the Seller GST Group or if the GST Clear Exit Payment is calculated to be a refundable value, the Representative Member of the Seller GST Group pays the relevant GST Clear Exit Payment to each Sale Company; and

(B) each Sale Company pays any other payments required under the Indirect Tax Sharing Agreement; and

(iii) provide the Buyer with original deeds of release releasing each Sale Company from its obligations under the Indirect Tax Sharing Agreement.

6.9 Release from Seller Guarantees

(a) Before Completion, the parties must each use their reasonable endeavours to procure the release of each Retained Group Member from each Seller Guarantee, and any actual, contingent or accrued Liabilities under the Seller Guarantee, in each case on and from Completion.

(b) For the purposes of clause 6.9(a), “reasonable endeavours” includes the Buyer providing the relevant third party with a replacement guarantee on terms that are the same or substantially the same as the terms of the existing Seller Guarantee.

(c) If each Retained Group Member has not been released from each Seller Guarantee in accordance with clause 6.9(a) by the Completion Date:

(i) the parties must each continue to take all reasonable steps to ensure such release is obtained as soon as practicable after the Completion Date; and

(ii) the Buyer must indemnify the Seller (on its own behalf and on behalf of each Retained Group Member) from and against any Claim or Loss suffered by any Retained Group Member arising out of a Seller Guarantee to the extent it relates to the period on or after the Completion Date.

6.10 Interdependence

(a) The obligations of the Buyer and the Seller under this clause 6 are interdependent.

(b) Unless otherwise stated, all actions required to be performed by a party at Completion are taken to have occurred simultaneously on the Completion Date.

(c) Completion will not occur unless all of the obligations of the Buyer and the Seller to be performed at Completion under this clause 6 are complied with and are fully effective. If one action does not take place, then without prejudice to any rights available to any party as a consequence:

(i) there is no obligation on any party to undertake or perform any of the other actions;

(ii) to the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions; and

(iii) the Seller and the Buyer must each return to the other all documents delivered to them under clauses 6.2, 6.4, 6.5 and 6.6 and must each repay to the other all payments received by it under clause 6.4 and clause 13.2, without prejudice to any other rights any party may have in respect of that failure.

(d) The Buyer may, in its sole discretion, waive any or all of the actions that the Seller is required to perform under clause 6.6 and the Seller may, in its sole discretion, waive any or all of the actions that the Buyer is required to perform under clause 6.4.

6.11 Effect of Completion – title and risk

On and from Completion:

(a) all title to the Sale Interests passes to the Buyer; and

(b) all risks associated with the Sale Interests pass to the Buyer.

7 Locked box

7.1 No leakage

The Seller covenants and undertakes to the Buyer that in the period from (and excluding) the Locked Box Date up to (and including) the Completion Date (except to the extent comprising a Permitted Leakage):

(a) no dividend or other distribution of profits or assets (including any return of capital) has been or will be declared, paid or made by any Sale Company or would be treated as having been paid or made by any Sale Company to or for the benefit of the Seller or its Related Entities;

(b) no share or loan capital of any Sale Company has been or will be issued, redeemed, repurchased or repaid in a manner which results in a payment to or an agreement or obligation to make a payment to the Seller or its Related Entities;

(c) no amounts owed to a Sale Company by the Seller or its Related Entities have been or will be waived or forgiven;

(d) no assets, rights or other benefits have been or will be transferred by a Sale Company to the Seller or its Related Entities;

(e) no Liabilities have been or will be assumed or incurred (or any indemnity given in respect thereof) by a Sale Company for the benefit of the Seller or its Related Entities;

(f) no management, consulting, monitoring or other shareholder or directors' fees or bonuses or payments of a similar nature have been or will be paid by or on behalf of a Sale Company to or for the benefit of the Seller or its Related Entities;

(g) no costs or expenses of the Seller or its Related Entities relating to the Sale (to any person), or to the other transactions contemplated by this agreement (including any professional advisers' fees and any transaction or sale bonuses or other payments payable as a result of Completion (to any person)), have been or will be paid or incurred, by or on behalf of any Sale Company;

(h) no Sale Company has amended or will amend the terms of its borrowing or indebtedness in the nature of borrowing owed by it to the Seller or its Related Entities to the benefit of the Seller or its Related Entities;

(i) no agreements, understandings or arrangements have been or will be entered into whereby the person directly benefiting from any of the matters referred to in clauses 7.1(a) to 7.1(h) confers (directly or indirectly) a benefit on the Seller or its Related Entities; and

(j) neither the Seller nor any of its Related Entities have agreed or committed or will agree or commit to do any of the things set out in clauses 7.1(a) to 7.1(i) (inclusive) above.

7.2 Notification

The Seller will notify the Buyer in writing immediately if it becomes aware of a payment or transaction which constitutes or which might constitute a breach of clause 7.1.

7.3 Payment by Seller

(a) In the event of any breach of clause 7.1, the Seller shall within 10 Business Days after receiving a written demand from the Buyer, pay to the Buyer an amount equal (on a dollar for dollar basis) to each Loss incurred by the Buyer as a result of such breach.

(b) The Seller is not liable to make a payment under clause 7.3:

  (i) unless the Buyer has notified the Seller in writing of the breach of clause 7.1, or the claim under clause 7.3(a), stating in reasonable detail the nature of the breach and, if practicable, the amount claimed; or

  (ii) unless the amount that would otherwise be recoverable from the Seller but for this clause 7.3(b)(ii) in respect of that breach, when aggregated with any other amount or amounts recoverable in respect of other breaches of clause 7.1 exceeds $100,000 and in the event that the aggregated amounts exceed $400,000 the Seller shall be liable in respect of the total aggregated amounts and not the excess only.

(c) A claim under this clause 7.3 shall be the sole remedy available to the Buyer and the Sale Companies for a breach of clause 7.1.

7.4 Fraud

Nothing in this clause 7 shall have the effect of limiting, restricting or excluding any liability arising as a result of any fraud.

7.5 Permitted Leakage

For the avoidance of doubt, clause 5.1 and this clause 7 do not prevent the Seller or its Related Entities from undertaking actions specifically contemplated as Permitted Leakage pursuant to this agreement.

8 Tax Indemnity

The Seller gives the indemnity set out in Schedule 5 subject to the limitations and qualifications set out in clause 10 and Schedule 5.

9 Seller Warranties

9.1 Giving of Seller Warranties

(a) The Seller:

(i) warrants to the Buyer that each of the Seller Warranties is true and accurate in all material respects as at the date of this agreement and will be true and accurate in all material respects as at the Completion Date, unless the Seller Warranty is expressed to be given only at a particular time, in which case it is given at that time only; and

(ii) acknowledges that the Buyer has entered into this agreement in reliance on the Seller Warranties, subject to the matters set out in clause 10.5.

(b) Each Seller Warranty must be construed independently and is not limited by reference to another Seller Warranty.

(c) The Seller Warranties survive Completion.

9.2 Disclosure

The Seller must, within two (2) Business Days, provide written notice to the Buyer any information of which it becomes aware in the period between the date of this agreement and the Completion Date which results in any of the Seller Warranties being untrue or incorrect.

10 Limitations on Liability and Third Party Claims

10.1 Matters disclosed

The Seller Warranties and the Tax Indemnity are given subject to and are qualified by, and the Liability of the Seller in respect of any breach of any Seller Warranty or the Tax Indemnity will be reduced or extinguished (as the case may be) to the extent that the breach arises in connection with:

(a) the transactions contemplated or authorised by this agreement;

(b) any matter or information which has been Fairly Disclosed in the Disclosure Material;

(c) anything within the actual knowledge of:

(i) any Officer of the Buyer; or

(ii) any of the Buyer's representatives who have been involved in the assessment and/or negotiation of the transactions contemplated by this agreement,

before entering into this agreement;

(d) arises from or in relation to the non satisfaction of a Condition or part of a Condition that has been expressly waived by the Buyer pursuant to clause 4.2; or

(e) any information or matters that would have been disclosed to the Buyer had the Buyer conducted searches of the Public Records prior to the date of this agreement.

10.2 No Liability

No Seller Group Member is liable to the Buyer for any Claim or Loss under this agreement:

(a) to the extent that a provision or reserve in relation to the facts, matters, circumstances, Taxes or Duties giving rise to the Claim or Loss has been specifically provided for or taken into account or noted in the Accounts;

(b) to the extent that the Claim or Loss arises from GST which is actually recoverable from the Recipient of the Supply or for which an Input Tax Credit is available under the GST Law;

(c) to the extent that the Claim or Loss would not have arisen but for anything done or not done after Completion by a Buyer Group Member (excluding a Sale Company in respect of actions taken in ordinary course of operating business) or any person acting, or purporting to act, on behalf of the Buyer Group Member (including by any directors appointed to the board of any Sale Company by the Buyer) including:

   (i) any failure by a Buyer Group Member after Completion to seek to mitigate its Loss; or

   (ii) because of a Tax or Duty-related profile, attribute or similar circumstance of the Buyer Group Member;

(d) to the extent that the Claim or the Loss would not have arisen but for:

   (i) the enactment or amendment of any legislation or regulations;

   (ii) a change in the judicial or administrative interpretation of the law; or

   (iii) a change in the practice or policy of any Government Agency,

   after the date of this agreement, including legislation, regulations, amendments, interpretation, practice or policy that has a retrospective effect;

(e) to the extent that any Buyer Group Member recovers any amount in respect of the Claim or Loss or from the circumstances out of which the Claim or Loss arises (net of costs of the recovery) from any third party (including under any insurance policy);

(f) to the extent that the Claim or Loss would not have arisen but for some act, omission, transaction or arrangement carried out at the written request or with the written approval of the Buyer or its Officers, agents, employees or advisers before Completion;

(g) if the Liability for that Claim or Loss is a contingent Liability, unless and until the Liability is an actual Liability and is due and payable;

(h) to the extent that the Claim or Loss arises from a Sale Company taking a position in relation to the application of a Tax Law that is inconsistent with the position taken by that Sale Company before Completion (including any position adopted in relation to the preparation of any Pre-Completion Returns), unless the Sale Company is required to adopt an inconsistent position to comply with a Tax Law;

(i) to the extent that the Claim or Loss arises from a Buyer Group Member adopting different methodologies, assumptions, parameters or modifying factors in the estimation, classification or reporting of mineral resources or ore reserves that differs from with the methodologies, assumptions, parameters or modifying factors applied by that Buyer Group Member before Completion;

(j) to the extent that the Claim or Loss arises from a Buyer Group Member's failure to take any action after Completion required by, or that should reasonably be taken under, any applicable Tax Law in relation to any Tax or Duty (including any failure to take any such action within the time allowed) or because of a Tax or Duty-related profile, attribute or similar circumstance of the Buyer Group Member; or

(k) in relation to a Sale Company, if that Sale Company has been sold (directly or indirectly) by the Buyer, or the Buyer is no longer the economic beneficiary of the relevant Sale Company.

The Buyer must notify the Seller of any change described in clause 10.2(h) or clause 10.2(i) specifying the circumstances of the inconsistent position, at least 15 Business Days before the Sale Company adopts it.

10.3 Indirect Loss

Notwithstanding anything else in this agreement and to the maximum extent permitted by law, the Seller is not liable for or with respect to any Indirect Loss.

10.4 Tax, Duty or other benefit

In calculating the Loss of the Buyer in relation to a Claim, the Loss must be reduced by any benefit (including any Tax Relief) obtainable by any Buyer Group Member arising directly or indirectly from the subject matter of that Claim.

10.5 Buyer acknowledgements

(a) The Buyer acknowledges that it has considered whether or not to make an offer for the Sale Interests and proceeded to engage in due diligence enquiries on the basis that all the information it received from or on behalf of the Seller concerning the Sale Interests (including the Disclosure Material) expressly excluded any reliance on information given to the Buyer or statements or representations of the Seller, other than the Seller Warranties.

(b) The Buyer acknowledges and represents and warrants to the Seller that:

    (i) in conducting its due diligence and in entering into this agreement and proceeding to Completion, it did not rely and is not relying on any statement, representation, warranty, forecast, opinion or statement of belief made by or on behalf of the Seller or any Sale Company or their respective representatives or on any other conduct engaged in by the Seller or any Sale Company or their representatives, except to the extent expressly provided in the Seller Warranties;

    (ii) it has had full opportunity to review the materials in the Data Room and otherwise conduct its own due diligence in relation to the Sale Interests and the Sale Companies and their activities, and to satisfy itself on the completeness or otherwise of the Disclosure Material and its own due diligence;

(iii) it is not entering into this agreement in reliance on, and it may not rely on, any forecast, budget, estimate, projection, statement of opinion, statement of intention or any other warranty, representation or other statement made or purporting to be made by or on behalf of the Seller or its representatives, except to the extent expressly provided in the Seller Warranties;

(iv) it understands the risks and uncertainties of the industry in which the Seller operates and the general economic, regulatory and other risks that impact on or could impact on the Sale Interests or the Sale Companies' businesses, their results, operations, financial position and prospects;

(v) any estimates, budgets or forecasts made, or opinion expressed, in relation to the financial position or prospects of the Sale Companies or the value of the Sale Interests (whether written or oral) were made or expressed to and accepted by the Buyer, and this agreement is entered into, on the basis and condition that, except as provided for in the Seller Warranties:

(A) neither the Seller nor its representatives have made nor makes any representation or warranty as to the accuracy or completeness of such estimate, budget, forecast or expression of opinion or that any such estimate, budget, forecast or expression of opinion will be achieved; and

(B) neither the Seller nor its representatives will be liable to the Buyer or its representatives in the event that, for whatever reason, such estimate, budget, forecast or expression of opinion is or becomes inaccurate, incomplete or misleading in any respect;

(vi) for the avoidance of doubt, no express or implied representation or warranty, other than the Seller Warranties, has been given or is given by or on behalf of any Seller Group Member as to:

(A) the future performance, action, operation or profitability of any Sale Company;

(B) the value of the Sale Interests;

(C) the existence of, or state of economic activity in, any place or region; or

(D) the level of actual or estimated mineral resources and ore reserves in or on any Tenement, the potential for exploitation of any such Tenement for any minerals, the costs for mining for any mineral on such Tenement or the means by which any mineral may be mined;

(vii) it has had the benefit of independent legal, financial and technical advice relating to the Sale and the terms of this agreement;

(i) except as otherwise expressly set out in the Seller Warranties, the disclosure of any matter in or by virtue of the Disclosure Materials does not constitute or imply any warranty, representation, statement, covenant, agreement, indemnity or undertaking not expressly given by the Seller in this agreement and the contents of the Disclosure Materials do not have the effect of extending the scope of any of the Seller Warranties or the other provisions of this agreement; and

(ii) the disclosures and disclaimers regarding the Sale Companies (including, the information, forecasts and statements of intent contained in the Disclosure Material or made in management presentations) are accepted by the Buyer and the Buyer agrees that neither the Seller nor its Officers, agents, employees or advisers has made or makes any representation or warranty as to the accuracy or completeness of those disclosures or that information (other than as contained in the Seller Warranties).

(c) Nothing in this agreement shall limit or exclude any Claim by the Buyer for breach of the Seller Warranty arising from fraud on the part of the Seller.

10.6 Exclusion of warranties and statutory actions

The Buyer agrees that:

(a) subject to any law to the contrary and except as provided in the Seller Warranties, all guarantees, warranties, representations or other terms and conditions relating to this agreement or its subject matter (whether express, implied, written, oral, collateral, statutory or otherwise), not expressly contained in this agreement, are excluded to the maximum extent permitted by law and, to the extent that they cannot be excluded, the Seller disclaims all Liability in relation to them to the maximum extent permitted by law; and

(b) to the maximum extent permitted by law, the Buyer will not make and waives any right it may have to make any Claim against the Seller under the Australian Consumer Law (including sections 4, 18 and 29 of the Australian Consumer Law), the Corporations Act (including section 1041H of that Act), the *Australian Securities and Investments Commission Act 2001* (Cth) or the corresponding provision of any other federal, state or territory legislation, or a similar provision under any applicable law, for any act or omission concerning the transactions contemplated by this agreement or for any statement or representation concerning any of those things.

10.7 Notice and time limits on Claims

(a) The Buyer must notify the Seller of any Claim it has against the Seller under this agreement (including any Claim for breach of any Seller Warranty or Claim under the Tax Indemnity), setting out reasonable details of the facts, matters or circumstances giving rise to the breach and the nature of the breach as soon as practicable, and in any event within ten (10) Business Days, after it becomes aware of it.

(b) The Buyer may not make, and the Seller is not liable for any, Claim for a breach of a Seller Warranty or under the Tax Indemnity unless full details of the Claim have been notified to the Seller:

(i) in the case of the Seller Warranties (other than the Tax Warranties), within 12 months after the Completion Date; and

(ii) in the case of the Tax Warranties or under a Tax Indemnity, within the period ending on the earlier of five (5) years after the Completion Date and the date the Claim is statute barred.

(c) A Claim will not be enforceable against the Seller and is to be taken for all purposes to have been withdrawn unless legal proceedings in connection with the Claim are commenced within twelve (12) months after the Buyer serves written notice of the Claim on the Seller in accordance with clause 10.7(a).

10.8 Minimum amount of Claims

The Seller is not liable for any Claim for a breach of a Seller Warranty or under the Tax Indemnity, unless and until:

(a) the amount in respect of that Claim exceeds $1,500,000 (each such Claim, a **Permitted Warranty Claim**); and

(b) the aggregate amount of all such Permitted Warranty Claims exceeds $6,000,000,

in which event, the Seller is liable for the full amount of the Permitted Warranty Claims and not just the amount in excess of the amount specified in clause 10.8(b).

10.9 Maximum Liability

The Seller's total Liability for Loss arising in respect of all Claims under or in connection with this agreement or under the Tax Indemnity or arising in contract, tort (including negligence), under any statute or otherwise is limited in aggregate to $75,000,000.

10.10 No double recovery

The Buyer is not entitled to recover or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one Loss under or in connection with this agreement.

10.11 Disclosure regarding Third Party Claims

(a) This clause 10.11 and clause 10.12 do not apply to a Claim made by the Buyer under the Tax Indemnity, which is instead governed by clauses 2 and 3 of Schedule 5.

(b) The Buyer must promptly (and in any event within ten (10) Business Days) notify the Seller if:

(i) a Third Party Claim is made against the Buyer or a Sale Company; or

(ii) the Buyer becomes aware of any events, matters or circumstances (including any potential threatened Third Party Claim against a Sale Company) that may give rise to a Claim against a Retained Group Member.

(c) The Buyer must include in a notice given under clause 10.11(a) all relevant details (including the amount) then known to the Buyer or a Sale Company of:

(i) the Third Party Claim, or the events, matters or circumstances giving rise or which may give rise to the Claim (as appropriate); and

(ii) an estimate of the Loss suffered (to the extent feasible).

(d) The Buyer must also include in a notice given under clause 10.11(a) an extract of:

(i) any part of a Demand that identifies the Liability or amount to which the Claim relates or other evidence of the amount of the Demand to which the Claim relates; and

(ii) if available or relevant, any corresponding part of any adjustment sheet or other explanatory material issued by a Government Agency that specifies the basis for the Demand to which the Claim relates or other evidence of that basis.

(e) The Buyer must provide a copy of any document referred to in clause 10.11(d) to the Seller as soon as practicable and, in any event, within five (5) Business Days after the receipt of that document by the Buyer or a Sale Company (as the case may be).

(f) The Buyer must also, on an on-going basis, keep the Seller informed of all developments in relation to the Claim notified under clause 10.11(a).

10.12 Conduct in respect of Third Party Claims

(a) The Buyer must not, and must procure that each Buyer Group Member does not:

(i) accept, compromise or pay;

(ii) agree to arbitrate, compromise or settle; or

(iii) make any admission or take any action in relation to,

a Third Party Claim without the Seller's prior written approval.

(b) Following receipt of a notice in respect of a Claim which arises from or involves a Third Party Claim, the Seller may, by written notice to the Buyer, assume the conduct of the defence of the Third Party Claim.

(c) If the Seller advises the Buyer that the Seller wishes to assume the conduct of the defence of the Third Party Claim:

(i) provided that the Seller provides the Buyer with an indemnity against all Losses which the Buyer reasonably incurs as a result of the Seller assuming conduct of the defence (other than Loss for the Third Party Claim itself), the Buyer must take, and procure that each Buyer Group Member takes, all action reasonably requested by the Seller to avoid, contest, compromise or defend the Third Party Claim, including:

(A) providing access to witnesses and documentary or other evidence within the control of the relevant Buyer Group Member that is relevant to the Third Party Claim;

(B) allowing the Seller and its legal advisers to inspect and take copies of all relevant books, records, files and documents; and

(C) providing the Seller with reasonable access to the personnel, premises and chattels of or under the control of the relevant Buyer Group Member; and

(ii) in conducting any proceedings or actions in respect of that Third Party Claim, the Seller must:

(A) act in good faith;

(B) liaise with the Buyer in relation to the defence of the Third Party Claim; and

(C) provide the Buyer with reasonable access to a copy of any notice, correspondence or other document relating to the Third Party Claim.

(d) If the Seller advises the Buyer that the Seller does not wish to assume the conduct of the defence of the Third Party Claim, then the Buyer must:

(i) act in good faith;

(ii) liaise with the Seller in relation to the defence of the Third Party Claim; and

(iii) provide the Seller with reasonable access to a copy of any notice, correspondence or other document relating to the Third Party Claim,

and must, at all times, strictly comply with clause 10.11.

10.13 Recovery

Where a Buyer Group Member is or may be entitled to recover from some other person any sum in respect of any matter or event which is the subject of a Claim by the Buyer against the Seller, the Buyer must co-operate with the Seller and:

(a) use its reasonable endeavours to recover that sum or assist the Buyer Group Member to recover that sum (and must procure that its nominee directors on the boards of the Sale Companies use their best endeavours to recover that sum), provided that the Buyer is not required to pursue third parties in a manner that is commercially unreasonable or that would damage the Buyer's ongoing business relationships and if recovery has not been achieved within six (6) months of the Buyer's written notice of the relevant Claim to the Seller, the Seller must satisfy the Claim regardless of any outstanding proceedings;

(b) use its best endeavours to keep the Seller at all times fully and promptly informed of the conduct of such recovery; and

(c) reduce the amount of the Claim to the extent that sums are recovered.

If the recovery is delayed until after the Claim has been paid by the Seller to the Buyer, the recovered sum will be paid to the Seller (up to the amount of the Claim paid by it).

10.14 Insured Claim or loss

(a) The Seller will not be liable for any Claim under or in relation to or arising out of this agreement including a breach of any Seller Warranty that a Buyer Group Member is or would be but for this clause 10.14, entitled to recover or be compensated for by any other means or from another source, whether by way of contract, indemnity or otherwise (including under a policy of insurance).

(b) In clause 10.14(a) reference to entitlement to recover under a policy of insurance includes an entitlement that would have existed but for any change in the terms of insurance of a member of each Sale Company since Completion.

(c) If, after the Seller has made a payment in respect of a Claim, a member of the Buyer Group or each Sale Company recovers or is compensated for by any other means, any Loss that gave rise to the Claim, the Buyer must immediately pay to the Seller, as an increase in the Purchase Price, the lesser of:

(i) the amount of the Loss that was recovered or compensated for; and

(ii) the amount paid by the Seller in respect of the Claim.

(d) The Buyer undertakes to notify its insurers of this clause 10.14.

10.15 Duty to mitigate

(a) Each party is under a duty to mitigate its Loss in relation to any Claim and the Seller's Liability in respect of any breach of any Seller Warranty or in respect of the Tax Indemnity will be reduced or extinguished (as the case may be) to the extent that the Buyer has failed to mitigate its Loss.

(b) If a party does not comply with clause 10.15(a) and compliance with that clause would have mitigated the Loss, the other party is not liable for the amount by which the Loss would have been reduced.

10.16 No action against Officers and employees

(a) To the maximum extent permitted by the law, the Buyer waives and must procure that each Buyer Group Member waives all rights and Claims that it may have personally against the current and former Officers and employees of the Seller and each Seller Group Member in relation to any matter arising directly or indirectly in connection with this agreement or the Sale, except to the extent that those rights or Claims arise out of the fraud, wilful misconduct or wilful default of any of them.

(b) The parties acknowledge and agree that:

(i) the Seller has sought and obtained this waiver as agent for and on behalf of its and Seller Group Member's current and former Officers and employees and holds the benefit of this clause 10.16 as trustee for them or on their behalf; and

(ii) the provisions of this clause 10.16 may be enforced by the Seller on behalf of and for the benefit of its and each Seller Group Member's current and former Officers and employees and those persons may plead this clause 10.16 in answer to any Claim made by a Buyer Group Member against them.

10.17 Reduction in Purchase Price

Any payment made by, or on behalf of, the Seller in respect of any Claim paid to the Buyer is to be treated as a reduction in the Purchase Price.

10.18 Independent limitations

Each qualification and limitation in this clause 10 is to be construed independently of the others and is not limited by any other qualification or limitation.

10.19 Damages only remedy

If any of the Seller Warranties are incorrect, untrue or misleading, the Buyer’s only remedy is in damages and the Buyer may not rescind, terminate or revoke the agreement.

11 Buyer Warranties

11.1 Buyer Warranties

The Buyer represents and warrants to the Seller that each of the following statements is true and accurate on the date of this agreement and will be true and accurate at the Completion Date:

(a) it is duly incorporated and validly exists under the law of its place of incorporation;

(b) the execution and delivery of this agreement has been properly authorised by all necessary corporate action of the Buyer;

(c) it has full power and lawful authority to execute and deliver this agreement and to consummate and perform or cause to be performed its obligations under this agreement;

(d) this agreement constitutes a legal, valid and binding obligation of the Buyer enforceable in accordance with its terms;

(e) the execution, delivery and performance by the Buyer of this agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:

    (i) any provision of the constitution of the Buyer;

    (ii) any material term or provision of any security arrangement (including any Security Interest), undertaking, agreement or deed to which it is bound; or

    (iii) any writ, order or injunction, judgement, or law to which it is a party or is subject or by which it is bound;

(f) neither the Buyer nor any Buyer Group Member is in material breach of any provision of:

    (i) the Corporations Act;

    (ii) any other applicable laws and regulations, including those relating to obligations to pay Tax;

    (iii) the Listing Rules;

    (iv) the constitution of the Buyer or that Buyer Group Member; or

    (v) any legally binding requirement of ASIC or ASX,

    that would restrict or delay it in completing this Agreement, that could give rise to a material financial Liability of the Seller or any Seller Group Member, or could otherwise lead to prosecution of the Buyer, any Buyer Group Member or any of their respective officers;

(g) no Insolvency Event has occurred in relation to the Buyer*;*

(h) so far as it is aware, there are no facts, matters or circumstances which give any person the right to apply to liquidate or wind up the Buyer;

(i) it enters into and performs this agreement on its own account and not as trustee for or nominee of any other person;

(j) the Buyer is, or will on the Completion Date be, able to pay the Cash Consideration in Immediately Available Funds in accordance with this agreement;

(k) the Buyer has available, or will on the Completion Date have available:

(i) cash resources; or

(ii) committed financing facilities which immediately prior to Completion will be able to be drawn down,

sufficient to discharge all its obligations arising under this agreement;

(l) it has not already formulated an intention to make a Claim for breach of any Seller Warranty or under the Tax Indemnity;

(m) having made reasonable enquiries, it does not presently have actual knowledge (save as Fairly Disclosed in the Disclosure Material) of any circumstances which it believes may entitle it to make a Claim for breach of any Seller Warranty or under the Tax Indemnity;

(n) subject to the satisfaction of the Conditions, the Buyer has full power and authority and has or will have obtained all third-party consents necessary to allot and issue the Consideration Shares to the Seller in accordance with all applicable laws;

(o) immediately following Completion, the Consideration Shares will, on issue, be credited as fully paid, validly issued and rank pari passu in all respects with all other Buyer Shares on issue and are eligible to be quoted on the ASX;

(p) upon issue of the Consideration Shares, the Seller will acquire full legal and beneficial title to the Consideration Shares, free and clear of any encumbrance;

(q) the Buyer has been admitted to and is listed on the official list of ASX, has not been removed from the official list of ASX and no removal has been threatened by the ASX;

(r) the Buyer Shares are quoted on the ASX and no suspension or removal has been threatened by the ASX;

(s) all information in respect of each Buyer Group Member or the issue of the Consideration Shares given by or on behalf of the Buyer, the Buyer or its representatives to the Seller, or released to the ASX is accurate and complete in all material respects;

(t) the Buyer is, and has been in the past, in full compliance with its periodic and continuous disclosure obligations under the Listing Rules and the Corporations Act and it is not withholding any excluded information for the purposes of subsection 708A(6)(e) of the Corporations Act, except in relation to the transactions contemplated by this agreement;

(u) to the best of the Buyer's knowledge, no waivers or approvals from ASX or ASIC are required for the issue of the Consideration Shares or the Buyer Shares pursuant to the Capital Raising, or, if any such waivers or approvals are required, there is no reason why they will not be obtained prior to Completion in the ordinary course; and

(v) the Buyer is able to provide, and there is nothing preventing it from providing, a notice in accordance with section 708A(5)(e) and the offer of the Consideration Shares will be an offer to which section 708A of the Corporations Act applies.

11.2 Reliance

The Buyer acknowledges that the Seller has entered into this agreement in reliance on the Buyer Warranties.

11.3 Independent Buyer Warranties

Each Buyer Warranty must be construed independently and is not limited by reference to another Buyer Warranty.

11.4 Survival

The Buyer Warranties survive Completion.

12 Conduct after Completion

12.1 Mining Information and Business Records

(a) On and from Completion, any drill core, drill pulps, rock chips, samples and other Mining Information and any Business Records located on the Tenements as at Completion will be left in the respective places on the Tenements where they are normally located.

(b) On and from Completion and for a period of 90 days after Completion, the Seller will make available for collection by the Buyer, and the Buyer will at their own risk and cost collect, at a location designated by the Seller, any Mining Information or Business Records which have not otherwise been provided to the Buyer at Completion in accordance with clause 6.4.

12.2 Access to records by the Seller

(a) The Buyer must procure that all Business Records are preserved in respect of the period ending on the Completion Date until the later of:

(i) six (6) years from the Completion Date; and

(ii) any date required by an applicable law.

(b) After Completion, the Buyer must, within five (5) Business Days of written notice from the Seller, provide the Seller and its advisers with full access:

(i) to the Business Records and allow the Seller to inspect and obtain copies or certified copies of the Business Records at the Seller's expense; and

(ii) during normal business hours to the personnel and premises of the Sale Companies,

for the purpose of assisting the Seller to:

(iii) prepare Tax Returns, accounts and other financial statements;

(iv) discharge statutory obligations;

(v) comply with Tax, Duty or other legal requirements; or

(vi) conduct legal or arbitration proceedings.

(c) The Seller must reimburse the Buyer for its reasonable costs in retrieving any Business Records and making personnel and premises available under this clause 12.2.

(d) The Buyer is not obliged to waive legal professional privilege. The Seller must comply with any reasonable steps requested by the Buyer to preserve legal professional privilege and confidentiality.

(e) Subject to clause 12.2(d), the Buyer agrees that the Seller may retain copies of any Business Records that it may require to enable it to comply with any applicable law after the Completion Date.

12.3 Exercise of rights of registered shareholder

(a) The Seller must:

(i) appoint the Buyer's Nominee (defined in clause 5.4(a)) as its sole proxy to attend shareholders' meetings of each Sale Company and exercise the voting rights of the Sale Shares;

(ii) not itself attend or vote at shareholders' meetings of each Sale Company; and

(iii) take all action as registered holder of the Sale Shares as the Buyer directs,

for the period from Completion until the Sale Shares are registered in the name of the Buyer.

(b) The Buyer must bear the costs of the Seller performing its obligations under clause 12.3(a).

(c) The Buyer indemnifies the Seller against Liability arising from an act done under a proxy referred to in clause 12.3(a).

12.4 Tax Returns and Tax matters

(a) The Buyer and the Seller must co-operate in connection with the preparation and filing of any Tax Return of a Sale Company with respect to a period or part period before the Completion Date and any administrative proceeding involving any such Tax Return in accordance with Schedule 5.

(b) Except in relation to the preparation of Pre-Completion Returns and Straddle Returns (to which Schedule 5 applies), the parties agree that it is the intention for the Seller to have the right to participate in the disclosure (including the manner of disclosure) of any material or information to a Government Agency and any other dealings with the Government Agency in relation to Tax or Duty to the extent that such disclosure or other dealings is in respect of any event, act, matter or transaction or amount derived (or deemed to be derived) or expenditure incurred before, on, or as a result of, Completion (**Pre-Completion Tax Event**).

(c) Without limiting clause 12.4(b), from Completion, the Buyer must, and must procure that each Sale Company does:

(i) not disclose any information or material to a Government Agency in relation to a Pre-Completion Tax Event without the prior written consent of the Seller (such consent not to be unreasonably withheld or delayed), except as required by law;

(ii) not make any admission of Liability, or any agreement, compromise or settlement with a Government Agency in relation to a Pre-Completion Tax Event without the prior written consent of the Seller (such consent not to be unreasonably withheld or delayed); and

(iii) promptly provide the Seller with copies of any correspondence with, or material provided to or by, a Government Agency and keep the Seller informed of any oral discussions with a Government Agency, in relation to a Pre-Completion Tax Event.

12.5 Lodgement for release of Deed of Cross Guarantee

No later than one (1) Business Day after Completion:

(a) the Seller must lodge with ASIC a declaration by the directors of the Seller (or its holding company, if any) in accordance with clause 4.2(c)(i) and (ii) of the Deed of Cross Guarantee; and

(b) the Buyer must procure that each Sale Company lodges with ASIC a copy of the certificate referred to in clause 6.6(h) and a notice of disposal, in accordance with clause 4.2(c)(ii) and (iii) of the Deed of Cross Guarantee.

12.6 Post-Completion notices

The Seller must promptly give to the Buyer all payments, notices, correspondence, information or enquiries which it receives after Completion in relation to any Sale Interest.

12.7 Safety notifications

The Buyer must, as soon as reasonably practicable following Completion, and in any event not later than five (5) Business Days following Completion, provide its name and address as the ‘mine operator’ and appoint an appropriate person as the exploration manager in respect of the relevant Tenements acquired by the Buyer in accordance with the *Work Health and Safety Act 2020* (WA) and the *Work Health and Safety (Mines) Regulations 2022* (WA) and give any associated notices required by that legislation.

12.8 Duty and lodgement of transfers

(a) The Buyer must:

(i) promptly following Completion, lodge the application to amend provided to it under clause 6.6(k) with the Department for registration under the Mining Act; and

(ii) within the time required under the relevant Duties legislation, lodge this agreement and the instruments of transfer provided to it under clause 6.6(j) for assessment of duty at RevenueWA.

(b) Without limiting clause 16.1, the Buyer will pay the Duty assessed in relation to this agreement and the instruments of transfer provided to it under clause 6.6(j) within the time required under the relevant Duties legislation.

(c) The Buyer will lodge the Duty assessed and paid instruments of transfer at the Department as soon as reasonably practicable after payment of the Duty assessment referred to in clause 12.8(b).

12.9 Removal of the TOPL Fixtures

(a) The Buyer acknowledges that the Seller has notified it (through this clause) that TOPL has granted or agreed to grant the Seller (or its nominee) a right and licence to enter the Tampia Hill Leased Premises for the purpose of:

(i) inspecting the TOPL Fixtures;

(ii) disconnecting and dismantling the TOPL Fixtures;

(iii) removing the TOPL Fixtures from the Tampia Hill Leased Premises; and

(iv) making good and rehabilitating the Tampia Hill Leased Premises,

on reasonable notice by the Seller within one month after Completion.

(b) If the Landlord attempts to refuse or prohibit the Seller (or its nominee) from entering the Tampia Hill Leased Premises to exercise its rights referred to in clause 12.9(a), the Buyer must procure that TOPL:

(i) enables and facilitates the removal of the TOPL Fixtures on behalf of the Seller (or its nominee), including by permitting contractors, agents and employees of TOPL or the Buyer acting on the instructions of the Seller (or its nominee) to enter the Tampia Hill Leased Premises, and all reasonable costs and expenses associated with any such contractors, agents and employees will be paid by the Seller; and

(ii) duly performs and complies with all of TOPL's obligations under the Tampia Hill Lease in respect of making good and rehabilitating the Tampia Hill Leased Premises.

(c) The Buyer must procure that TOPL does not, without the prior written consent of the Seller:

(i) agree with the Landlord under clause 21.3(a) of the Tampia Hill Lease that the TOPL Fixtures (or any part of them) shall remain on the Tampia Hill Leased Premises at the end of the Tampia Hill Lease;

(ii) agree to or consent to any reclassification of the TOPL Fixtures as "Landlord's Fixtures" (as defined in the Tampia Hill Lease) under clause 3(d) of the Tampia Hill Lease; or

(iii) take or omit to take any action which would or could reasonably be expected to result in the TOPL Fixtures (or any part of them) ceasing to be classified as TOPL Fixtures.

(d) The Buyer acknowledges that any breach of clause 12.9(c) may cause the Seller (or its nominee) loss which is not adequately compensable in damages, and the Seller (on its own behalf or on behalf of its nominee) shall be entitled to seek injunctive or other equitable relief in addition to any other remedies available at law.

(e) The Buyer must procure that, following Completion, TOPL does all things necessary to ensure that the Seller is able to carry out all work it considers necessary in respect of making good and rehabilitating the Tampia Hill Leased Premises.

(f) The Buyer fully indemnifies each Retained Group Member against all losses, costs, claims, demands and expenses arising from or in connection with any failure by the Buyer or TOPL to perform or comply with TOPL's obligations pursuant to the licence granted by TOPL, as referred to in clause 12.9(a), and the Buyer's obligations pursuant to this clause 12.9.

12.10 Key Counterparty consents

(a) As soon as practicable following the date of this agreement, the Seller and the Buyer must agree:

(i) a process for identifying and notifying:

(A) the counterparties to each contract to which a Sale Company or a Retained Group Member is a party;

(B) the grantors of each Authorisation required by the Sale Companies; and

(C) any third party with rights or interests in land within the area of the Sale Tenements and whose consent is required to access or use such the land on which the Tenement is located,

in respect of the Sale Interests which has a change of control, assignment or novation restriction or an obligation or requirement for consent triggered by the Sale contemplated by this agreement (each identified counterparty being a **Key Counterparty**); and

(ii) the form of any letter, change of control or assignment or novation consent, or access agreement (as applicable) or other information that is required to be obtained from, or provided to, such Key Counterparty.

(b) Between the date of this agreement and the earlier of the date that is 12 months following the Completion Date and termination of this agreement, the Seller must:

(i) use reasonable commercial endeavours to obtain the relevant consents or agreements required from the Key Counterparties provided that this obligation shall not oblige the Seller or any Seller Group Member to pay monies to any third party, accept any Liability, give any guarantees or commence any proceedings; and

(ii) keep the Buyer reasonably informed in a timely manner of the progress of any discussion or negotiations with the relevant Key Counterparties.

(c) For the avoidance of doubt, the obligations under this clause 12.10 do not constitute a condition precedent or condition subsequent under this agreement.

13 Liabilities and apportionments

13.1 Buyer's responsibility

Subject to clause 13.2:

(a) if Completion occurs, the Buyer becomes liable for the Assumed Liabilities with effect from Completion; and

(b) the Buyer must pay the Assumed Liabilities as and when they fall due.

13.2 Apportionment

(a) At least three (3) Business Days before the Completion Date, the Seller will provide the Buyer with full details of the Outgoings relating to the annual tenement period and financial year in which the Completion Date occurs, accompanied by supporting evidence satisfactory to the Buyer (acting reasonably).

(b) The apportioned amount of those Outgoings actually paid by the Seller and relating to a period on and after Completion are to be paid by the Buyer and will be added to the Cash Consideration paid at Completion.

(c) The apportioned amount of those Outgoings not yet paid by the Seller and relating to a period before Completion are to be paid by the Seller and will be deducted from the Cash Consideration paid at Completion.

(d) Outgoings will be deemed to accrue equally from day to day.

13.3 Indemnity from Buyer

Subject to clause 13.2, from Completion, the Buyer indemnifies the Seller from and against any Loss or Liability suffered or incurred by the Seller arising from, or in connection with, any Assumed Liability.

14 Default and termination

14.1 Failure by a party to Complete

If a party does not Complete when required to do so, other than as a result of default by the other party, the non-defaulting party may give the defaulting party notice requiring it to Complete within five (5) Business Days of receipt of the notice.

14.2 Specific performance or termination

If the defaulting party does not Complete within the period specified in clause 14.1, the non-defaulting party may choose either to seek specific performance or terminate this agreement. In either case, the non-defaulting party may seek damages for the default.

14.3 Effect of termination

(a) Termination of this agreement will not affect any other rights the parties have against one another at law or in equity.

(b) On termination of this agreement:

(i) each party is released from its obligations under this agreement other than the parts of this agreement specified in clause 19.8;

(ii) each party retains any rights it has against any other party in connection with any right or Claim which arises before termination;

(iii) the Buyer must return to the Seller all documents and other materials in any medium in its possession, power or control which contain information relating to the Seller or a Sale Company and which have been disclosed to or provided to the Buyer by the Seller (unless the Buyer is permitted under the Confidentiality Agreement to retain some or all of such documents or other material);

(iv) the Seller must return to the Buyer all documents and other materials in any medium in its possession, power or control which contain any information relating to the Buyer and which have been disclosed to or provided to the Seller by the Buyer (unless the Seller is permitted under the Confidentiality Agreement to retain some or all of such documents or other material); and

(v) the Deposit is to be dealt with in accordance with clause 3.

15 Confidentiality

(a) Immediately after executing this agreement, each of the Buyer and the Seller will issue a public announcement of the entry into this agreement and the Sale in an agreed form.

(b) Subject to clause 15(a), a party may not disclose the provisions of this agreement or the terms of the Sale to any person except:

(i) with the written consent of the other parties;

(ii) to its Officers, employees, professional advisers, consultants, financiers and Related Bodies Corporate to whom (and to the extent to which) it is necessary to disclose the information in order to properly perform their obligations under this agreement;

(iii) where the information has come into the public domain through no fault of that party;

(iv) as is necessary to obtain any consent or approval contemplated by this agreement;

(v) as required by any applicable law, legal process, any order or rule of any Government Agency, the rules of a recognised stock exchange or in a prospectus or other document with statutory content requirements prepared for a transaction involving a party, provided that the party has first used reasonable endeavours, to the extent practicable and lawful, to consult with the other party before making the relevant disclosure and must give the other party as much notice of such disclosure as reasonably practical;

(vi) after Completion, the Buyer in connection with the ownership, operation or management of the Sale Companies or the Sale Assets; and

(vii) to the extent necessary for the Seller (or its nominee) to comply with its obligations under Part 6C.1 of the Corporations Act, including attaching a copy of this agreement to any substantial holding notice lodged by the Seller (or its nominee),

and must use its reasonable endeavours to ensure all permitted disclosures are kept confidential.

16 Duty, costs and expenses

16.1 Duty

The Buyer must pay all Duty which may be payable on or in connection with this agreement and any instrument executed under or in connection with or any transaction contemplated or evidenced by the agreement.

16.2 Costs and expenses

Unless otherwise provided in this agreement, each party must pay its own costs and expenses of negotiating, preparing, signing, delivering and registering this agreement and any other agreement or document entered into or signed under this agreement.

16.3 Costs of performance

A party must bear the costs and expenses of performing its obligations under this agreement, unless otherwise provided in this agreement.

17 GST

17.1 Taxable Supplies

(a) Any consideration or amount payable under this agreement, including any non-monetary consideration (as reduced in accordance with clause 17.1(e) if required) (**Consideration**) is exclusive of GST.

(b) If GST is or becomes payable on a Supply made under or in connection with this agreement, an additional amount (**Additional Amount**) is payable by the party providing the Consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.

(c) The Additional Amount payable under clause 17.1(b) is payable without set off or deduction at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a Tax Invoice as a pre-condition to payment of the Additional Amount.

(d) If for any reason (including, without limitation, the occurrence of an Adjustment Event) the amount of GST payable on a Supply made under or in connection with this agreement (taking into account any Decreasing or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 17.1(b):

(i) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;

(ii) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and

(iii) the Supplier must notify the Recipient of the refund, credit or further amount within 10 Business Days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such notification or the Recipient must pay any further amount within five (5) Business Days after receiving such notification, as appropriate. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 10 Business Days after becoming aware of the occurrence of the Adjustment Event.

(e) Despite any other provision in this agreement:

(i) if an amount payable under or in connection with this agreement (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred; and

(ii) no Additional Amount is payable under clause 17.1(b) in respect of a Supply made under or in connection with this agreement to which section 84-5 of the GST Law applies.

(f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of the GST Group of which that party is a Member is entitled.

17.2 Information, returns and accounting to end Seller GST Group

If a Sale Company is a Member of the Seller GST Group as at the date of this agreement, then as soon as practicable after Completion:

(a) the Buyer must ensure that each Sale Company gives the Representative Member of the Seller GST Group on a timely basis, all information that the Sale Company holds that is needed to lodge any GST return for the Seller GST Group; and

(b) the Seller must ensure that the Representative Member of the Seller GST Group:

(i) notifies the Commissioner of Taxation of revocation of the approval of each Sale Company as a Member of the Seller GST Group; and

(ii) lodges the GST return for the final Tax Period in which each Sale Company was a Member of the Seller GST Group and remits all amounts in respect of GST to the Commissioner of Taxation as and when required by the GST Law.

17.3 Supplies between former Members of the Seller GST Group

If:

(a) before Completion, a Sale Company is a Member of the Seller GST Group;

(b) the Sale Company has made a Supply to, or has been the Recipient of a Supply made by, another Member of the Seller GST Group;

(c) due to Completion, the Sale Company ceases to be eligible to be a Member of the Seller GST Group with effect from a date before the Completion Date;

(d) because the Supply would have been to another Member of the Seller GST Group, the Supply would not have been treated as a Taxable Supply if it had been made while the Sale Company was a Member of the Seller GST Group;

(e) the Supply is pursuant to an agreement or other arrangement made before Completion;

(f) that agreement or arrangement does not contain a provision or other mechanism requiring the Recipient to pay to the Supplier any amount in respect of GST in addition to the Consideration otherwise payable for the Supply; and

(g) the Consideration negotiated by the parties for the Supply was not calculated to include GST, then,

as soon as practicable after Completion, the Seller (if the Recipient of the Taxable Supply is not a Sale Company) or the Buyer (if the Recipient of the Taxable Supply is a Sale Company) must ensure that the Recipient indemnifies the Supplier for any GST payable in respect of the Supply and promptly pays the amount of that GST in addition to the Consideration for the Supply.

18 Notices

18.1 General

(a) Unless expressly stated otherwise in this agreement and subject to clause 18.2, a notice, consent or other communication given under this agreement including a request, certificate, demand, consent, waiver or approval, to or by a party to this agreement (**Notice**):

(i) must be in legible writing and in English;

(ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address or email address set out below or to any other address or email address as notified by the Addressee for the purposes of this clause:

(A) If to the Buyer:

Address: Suite 1, 295 Rokeby Road, Subiaco WA 6008
Attention: David Geraghty
Position: Chairman
Email: David.geraghty@forrestaniaresources.com.au

(B) If to the Seller:

Address: Level 13, 58 Mounts Bay Road, Perth WA 6000
Attention: Richard Jones
Position: Company Secretary
Email: ramelius@rameliusresources.com.au

(iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;

(iv) must be either:

(A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or

(B) sent by email to the Addressee's email address; and

(v) is deemed to be received by the Addressee in accordance with clause 18.1(c).

(b) If:

(i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the Addressee at that new address is deemed compliant with the notice obligations under this clause; and / or

(ii) an individual named in clause 18.1(a)(ii) ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of Notices marked to the attention of an individual in the same or equivalent role at the Addressee is deemed compliant with the notice obligations under this clause.

(c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:

(i) if delivered by hand, when delivered to the Addressee;

(ii) if sent by post, on the 6th Business Day after the date of posting; or

(iii) if sent by email:

(A) when the sender receives an automated message confirming delivery; or

(B) one (1) hour after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (Addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

18.2 Notices sent by email

Notices sent by email need not be marked for attention in the way stated in clause 18.1.

19 General

19.1 Choice of law (Governing law)

This agreement is governed by the laws of Western Australia.

19.2 Choice of jurisdiction

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in Western Australia.

19.3 Default interest

(a) If a party fails to pay any amount payable under this agreement on the due date for payment, that party must, if demand is made, pay interest on the amount unpaid at the higher of:

(i) the Interest Rate plus 3% per annum; or

(ii) the rate of interest per annum (if any) fixed or payable under any judgment or other thing into which the Liability to pay the amount becomes merged.

(b) The interest payable under clause 19.3(a):

(i) accrues from day to day from and including the due date for payment up to the actual date of payment, before and, as an additional and independent obligation, after any judgment or other thing into which the Liability to pay the amount becomes merged; and

(ii) calculated on a daily basis and compounded at monthly intervals.

(c) The right to require payment of interest under this clause is without prejudice to any other rights the non-defaulting party may have against the defaulting party at law or in equity.

19.4 Invalidity

(a) If a provision of this agreement or a right or remedy of a party under this agreement is invalid or unenforceable in a particular jurisdiction:

(i) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and

(ii) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.

(b) This clause is not limited by any other provision of this agreement in relation to severability, prohibition or enforceability.

19.5 Survival of indemnities

(a) Each indemnity contained in this agreement is an additional, separate and independent obligation and no one indemnity limits the generality of another indemnity.

(b) Each indemnity contained in this agreement survives Completion under this agreement.

19.6 Payments

(a) A payment which is required to be made under this agreement must be in cash or by bank cheque or in other Immediately Available Funds and in Australian dollars.

(b) Unless expressly permitted by this agreement, the Buyer must make all payments due under this agreement in full without set-off, counterclaim or condition, and without any deduction or withholding in respect of Taxes.

(c) For the purposes of the sale of the Sale Shares, the Seller makes a declaration under section 14-225 of Schedule 1 of the TAA that it is, and will be, an Australian resident (as defined under the ITAA 1936) from the date of this agreement up to and including Completion.

(d) If Completion occurs later than six (6) months after the date of this agreement, the Seller must give the Buyer a further written declaration to the effect that it is, and will be, an Australian resident (as defined in the ITAA 1936) up to and including Completion.

(e) The Buyer acknowledges the declaration made by the Seller under clause 19.6(c) and must not withhold from the Purchase Price under Subdivision 14-D of Schedule 1 of the TAA provided that, if Completion occurs later than six (6) months from the date of this agreement, it has received a further written declaration from the Seller in accordance with clause 19.6(d).

(f) For the purposes of the sale of the Sale Assets, the Seller must provide the Buyer within a Clearance Certificate before Completion.

(g) If the Seller does not provide the Buyer a Clearance Certificate at least one (1) Business Day prior to Completion, then the Buyer will withhold a CGT Withholding Amount from the Purchase Price payable to the Seller in respect of the Sale Assets and pay that amount to the Commissioner of Taxation.

(h) In the event the Buyer is required to withhold a CGT Withholding Amount from the Purchase Price in respect of the Sale Assets, the Buyer and Seller agree to:

  (i) consult in good faith as to the application of Subdivision 14-D of Schedule 1 of the TAA in connection with the agreement; and

  (ii) use reasonable endeavours to take all actions that are necessary or desirable in relation to Subdivision 14-D of Schedule 1 of the TAA to reduce or eliminate the CGT Withholding Amount payable to the Commissioner of Taxation in connection with the agreement.

19.7 Entire agreement

Other than the Confidentiality Agreement, this agreement supersedes all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.

19.8 Survival and merger

(a) No term of this agreement merges on completion of any transaction contemplated by this agreement.

(b) Clauses 1, 10, 15, 16, 17, 18 and 19 survive termination or expiry of this agreement together with any other term which by its nature is intended to do so.

19.9 Variation

No variation of this agreement is effective unless made in writing and signed by each party.

19.10 Waiver

(a) No waiver of a right or remedy under this agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this agreement does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

19.11 Cumulative rights

Except as expressly provided in this agreement, the rights of a party under this agreement are in addition to and do not exclude or limit any other rights or remedies provided by law.

19.12 Counterparts

(a) This agreement may be executed in any number of counterparts, each of which:

  (i) may be executed electronically or in handwriting; and

  (ii) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document.

(b) Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of this agreement, this shall be taken to be the same as, and have the same effect as, if all of those signatures were on the same counterpart of this agreement.

19.13 Relationship of parties

Except as expressly provided in this agreement:

(a) nothing in this agreement is intended to constitute a fiduciary relationship, employment relationship or an agency, partnership or trust; and

(b) no party has authority to bind any other party.

19.14 Severability

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.

19.15 Further assurances

Except as expressly provided in this agreement, each party must, at its own expense, do all things reasonably necessary to give full effect to this agreement and the matters contemplated by it.

19.16 Assignment, novation and other dealings – consent required

A party must not assign or novate this agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of each other party which consent may be withheld at the absolute discretion of the party from whom consent is sought.

19.17 Third party rights

Except as expressly provided in this agreement:

(a) each person who executes this agreement does so solely in its own legal capacity and not as agent or trustee for or a partner of any other person; and

(b) only those persons who execute this agreement have a right or benefit under it.

Schedule 1 Dictionary

1 Dictionary

In this agreement:

622 Erdman Road means the property known as “622 Erdman Road, South Kumminin, Western Australia 6368”, comprising the following lots:

(a) Volume/Folio 1035/28, Lot 16244 on Deposited Plan 225581 and Lot 16246 on Deposited Plan 225581;

(b) Volume/Folio 1383/290, Lot 17190 on Deposited Plan 225581 and Lot 22409 on Deposited Plan 225581;

(c) Volume/Folio 1652/480, Lot 16710 on Deposited Plan 138568;

(d) Volume/Folio 1652/481, Lot 10952 on Deposited Plan 138569; and

(e) Volume/Folio 1652/482, Lot 10951 on Deposited Plan 138569.

ACCC means the Australian Competition & Consumer Commission.

ACCC Condition means the Condition described in clause 4.1(a).

Accounts means the accounts of the Sale Companies as at and for the period ending on the Locked Box Date, as shown in Data Room document “2.13.3.1 Locked Box Accounts”.

Action means an action, investigation, inquiry, prosecution, litigation, proceeding, arbitration, mediation or dispute resolution process.

Additional Amount has the meaning given in clause 17.

Addressee has the meaning given in clause 18.1(a)(ii).

Application means the application for P77/4054.

ASIC means the Australian Securities and Investments Commission.

Assumed Liabilities means:

(a) all Liabilities in respect of the Sale Assets; and

(b) all Rehabilitation Obligations which attach to the land the subject of the Sale Tenements; and

(c) all Outgoings,

irrespective of whether such Liabilities, Rehabilitation Obligations or Outgoings arise before, on or after the Completion Date or relate to the period before or after the Completion Date, but excluding the Outgoings which the Seller is obliged to pay pursuant to clause 13.2.

ASX means ASX Limited (ACN 008 624 691) or the securities exchange operated by it.

ATO means the Australian Taxation Office.

Authorisation includes:

(a) any authorisation, consent, approval, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, permit, authority or exemption from, by or with a Government Agency; and

(b) in relation to anything which will be prohibited or restricted in whole or in part by law if a Government Agency intervenes or acts in any way within a specific period after lodgement, filing registration, registration or notification, the expiry of that period without intervention or action.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays or public holidays in Perth, Western Australia.

Business Records means original copies of all books, files, reports, financial and other records, documents, correspondence, information, accounts and data (whether machine readable or in printed form) owned by or relating to a Sale Company or the assets or property of a Sale Company and any source material used to prepare them.

Buyer Warranties means the representations and warranties given by the Buyer in clause 11.1.

Buyer Group means the Buyer and each of its Related Bodies Corporate and, after Completion, includes each Sale Company.

Buyer Group Member means any member of the Buyer Group.

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

Cash Adjustment Amount has the meaning given in clause 2.2(b).

Cash Consideration means $200,000,000 plus the Cash Adjustment Amount (if any).

Capital Raising means an equity capital raising to be undertaken by the Buyer (comprising a two-tranche placement of Buyer Shares to investors) to raise an amount of not less than $200,000,000, to be announced on or about the date on which this agreement is announced.

Capital Raising Issue Price means the price per Buyer Share issued under the Capital Raising.

***CCA** means the Competition and Consumer Act 2010 (Cth).*

CGT Withholding Amount means amounts, if any, determined under section 14-200(3) of Schedule 1 to the TAA which may be payable to the Commissioner of Taxation under section 14-200(1) of Schedule 1 to the TAA.

Claim means any allegation, cause of action, claim or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Clearance Certificate means a certificate issued by the ATO within the meaning of section 14-220 of Schedule 1 of the TAA that applies to the Seller at Completion.

Clear Exit Deed of Release has the meaning given in clause 6.7(c)(ii).

Clear Exit Payment means the payment that satisfies the conditions in section 721-35 of the ITAA 1997 when an entity leaves the Seller Consolidated Group. For the avoidance of doubt, if the Clear Exit Payment is calculated to be a nil amount in accordance with the Tax Sharing and Funding Agreement, then no additional payment will be necessary to satisfy the requirements of section 721-35.

Commissioner of Taxation has the meaning given in section 4 of the TAA.

Completion means completion of the Sale under clause 6 and **Complete** has a corresponding meaning.

Completion Date means the date on which Completion occurs.

Condition means a condition precedent set out in clause 4.1.

Conditions Precedent Date has the meaning given in clause 4.2(a).

Confidentiality Agreement means the confidentiality agreement between the Buyer and the Seller dated 30 March 2026.

Consideration has the meaning given in clause 17.1(a).

Consideration Shares means such number of Buyer Shares to be issued to the Seller on Completion, calculated in accordance with the following formula:

> *Consideration Shares = ($100,000,000 – Cash Adjustment Amount (if any)) / Capital Raising Issue Price.*

Consolidated Group has the meaning given by section 703-5 of the ITAA 1997.

Corporations Act means *Corporations Act 2001* (Cth).

Data Room means the virtual data room maintained by the Seller and hosted on Intralinks and titled "Project Summit".

Data Room Index means the index of the Data Room as at the date which is two (2) Business Days prior to the date of this agreement.

Deed of Cross Guarantee means the deed so entitled, dated 15 December 2011 between each Sale Company, the Seller and others (as varied and acceded to from time to time), executed pursuant to ASIC Class Order 98/1418 or ASIC Corporations (Wholly-owned Companies) Instrument 2016/785 (as the case may be).

Demand means a written notice of, or demand for, an amount payable or a written notice by a third party in relation to a Third Party Claim.

Department means the Department of Mines, Petroleum and Exploration for the State of Western Australia or such other body, department or instrumentality responsible for the administration of the Mining Act from time to time and includes any registrar or warden.

Deposit means $20,000,000, being 10% of the Cash Consideration.

Disclosure Letter means the letter from the Seller addressed to the Buyer and dated and delivered to it on the date of this agreement, disclosing matters in relation to the Seller Warranties and includes all of its schedules and annexures (as relevant).

Disclosure Material means the:

(a) written information and documents provided to the Buyer, a member of the Buyer Group or their respective representatives by the Seller in the Data Room, as set out in the Data Room Index;

(b) written responses given by the Seller in response to any written questions raised by the Buyer Group or its representatives in the due diligence process, as listed in the Data Room Index; and

(c) the information and documents contained or referred to in the Disclosure Letter.

Disputing Action means in respect of Tax Demand, any action to cause the Tax Demand to be withdrawn, reduced or postponed or to avoid, resist, object to, defend, appear against or compromise the Tax Demand and any judicial or administrative proceedings arising out of that action.

Dollars, **A$** and **$** means the lawful currency of Australia.

Duty means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them, but excludes any Tax.

Edna May Camp Lease means the sublease dated 3 July 2020, as extended pursuant to deed of extension and variation dated on or around 2025, between Shire of Westonia, EMOPL and the State of Western Australia in relation to the Edna May Camp Leased Premises.

Edna May Camp Leased Premises means the premises located at ‘Part of Reserve 49359’ (Portion of Lot 500 on Deposited Plan 58086).

EMOPL means Edna May Operations Pty Ltd (ACN 136 365 001).

EMOPL Dividend means the payment of a dividend by EMOPL, in the amount of $84,250,000 in favour of its parent, ROPL, effective on or about 25 June 2026.

EMOPL Loan means the loan receivable in the amount of $84,250,000 provided by EMOPL to the Seller, assigned or to be assigned by EMOPL to ROPL on or around 25 June 2026.

EMOPL Share means one fully paid ordinary share in the capital of EMOPL.

EMOPL Tenements means:

(a) the mining tenements set out in Part 1 of Schedule 3; and

(b) any mining tenement grant pursuant to the Application.

Employee means any employee who is employed by a Sale Company as at the Completion Date.

Escrow Deed means a voluntary escrow deed in the form set out in Attachment B in relation to the escrow of the Consideration Shares, or such number of the Consideration Shares that would not otherwise give rise to a breach of section 606 of the Corporations Act, for a period of 12 months from the date of issue of the Consideration Shares.

Evolution SPA means the Share Purchase Agreement between Evolution Mining Limited, ROPL and the Seller dated 17 September 2017, including all schedules to it.

Excluded Assets means the TOPL Fixtures.

Explaurum means Explaurum Ltd (ACN 114 175 138).

Fairly Disclosed means, in relation to any matter, disclosed in sufficient detail, or otherwise apparent from the face of a document, to allow a sophisticated buyer (experienced in transactions of the nature of this transaction) or its representatives (acting competently and professionally) to be aware of, identify, or determine the substance of the matter.

Freehold Properties means, in relation to EMOPL:

(a) Lot 161 on Deposited Plan 202017 and being the whole of the land comprised in Certificate of Title Volume 1107 Folio 875;

(b) Lot 263 on Deposited Plan 148304 and being the whole of the land comprised in Certificate of Title Volume 1114 Folio 201;

(c) Lot 1523 on Deposited Plan 187255 and being the whole of the land comprised in Certificate of Title Volume 1987 Folio 491;

(d) Lot 162 on Deposited Plan 202017 and being the whole of the land comprised in Certificate of Title Volume 1717 Folio 48; and

(e) Lot 1578 on Deposited Plan 191408 and being the whole of the land comprised in Certificate of Title Volume 2001/592.

Government Agency means 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.

Group Liability has the meaning given in section 721-10(1)(a) of the ITAA 1997.

GST means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law.

GST Clear Exit Payment means the payment required to be made pursuant to section 444-90(1B)(b) of Schedule 1 of the TAA and in accordance with the Indirect Tax Sharing Agreement when a Member leaves a GST Group.

GST Law has the meaning given in the A *New Tax System (Goods and Services Tax) Act 1999* (Cth).

Head Company has the meaning given by section 703-15 of the ITAA 1997.

Immediately Available Funds means cash, bank cheque or telegraphic or other electronic means of transfer of cleared funds into a bank account.

Indirect Loss means any indirect or consequential Loss or damage, including any loss of revenue, loss of profit (whether direct, indirect, anticipated or otherwise), loss of or damage to reputation or damage to goodwill, loss or denial of opportunity, loss of business (including loss or reduction of goodwill), loss or corruption of data or any punitive or aggravated damages, and whether arising in contract, tort (including negligence), equity or under any statute, whether or not in the contemplation of the parties as at the date of this agreement.

Indirect Tax Amount has the meaning given by section 444-90(1) of Schedule 1 of the TAA.

Indirect Tax Sharing Agreement means any agreement:

(a) where a Member of the Seller GST Group may be required to pay an amount to the Representative Member of the Seller GST Group to fund an Indirect Tax Amount or to reimburse the Representative Member of the Seller GST Group after payment of an Indirect Tax Amount; or

(b) contemplated by section 444-90(1A) of Schedule 1 of the TAA and entered into between the Members of the Seller GST Group as most recently executed by the parties thereto (and as amended from time to time).

Insolvency Event means the occurrence of any one or more of the following events in relation to any person:

(a) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, and the application is not withdrawn, struck out or dismissed within 15 Business Days of it being made;

(b) a liquidator or provisional liquidator is appointed;

(c) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;

(d) a Controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;

(e) a receiver is appointed to it or any of its assets;

(f) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;

(g) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;

(h) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under sub-section 459C(2) or section 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;

(i) it is taken to have failed to comply with a statutory demand as a result of sub-section 459F(1) of the Corporations Act or any other applicable law;

(j) a notice is issued under sections 601AA or 601AB of the Corporations Act and not withdrawn or dismissed within 15 Business Days;

(k) a writ of execution is levied against it or its property which is not dismissed within 15 Business Days;

(l) it ceases to carry on business or threatens to do so, other than for reorganisation or restructuring in accordance with the terms of this agreement; or

(m) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

Interest Rate means the daily buying rate displayed at or about 10.30am (Sydney time) on the Reuters screen BBSW page for Australian bank bills of a three month duration.

ITAA 1936 means *Income Tax Assessment Act 1936 (*Cth*)*.

ITAA 1997 means *Income Tax Assessment Act 1997* (Cth).

ITSA Deed of Release has the meaning given in clause 6.8(c)(ii).

Key Counterparty has the meaning given in clause 12.10.

Landlord means the Shire of Narembeen.

Leaving Entity means an entity that ceases to be a subsidiary member (within the meaning of section 703-15 of the ITAA 1997) of the Seller Consolidated Group as a result of the sale of the Sale Shares.

Liability means any liability or obligation (whether actual, contingent or prospective), including for any Loss irrespective of when the acts, events or things giving rise to the liability occurred.

Listing Rules means the listing rules of the ASX, as amended, varied or waived from time to time.

Locked Box Date means 31 May 2026.

Loss means any cost (including legal costs and expenses of whatsoever nature or description), damages, debt, expense, Liability or loss and includes Taxes, Duties and Tax Costs.

MEC Group has the meaning given by section 995-1 of the ITAA 1997.

Mining Act means the *Mining Act 1978* (WA) and includes any regulation or order made under that act.

Mining Information means a copy of all technical information in the possession of the Seller or a Sale Company or any of its Related Bodies Corporate relating to the Tenements or any mineral situated within the Tenements including, without limitation, geological, geochemical and geophysical reports, surveys, mosaics, aerial photographs, samples, drill core, drill logs, drill pulp, rock chips, samples, assay results, maps and plans, whether in physical, written or electronic form.

MRF Levy means the mining rehabilitation levy under the *Mining Rehabilitation Fund Act 2012* (WA).

Officer means, in relation to a body corporate, a director or secretary of that body corporate.

Outgoings means all statutory outgoings and expenses in respect of the Sale Tenements including rents, rates and the MRF Levy (including any interest or other penalties for late payment, if applicable).

Permitted Leakage means:

(a) any Clear Exit Payment;

(b) any GST Clear Exit Payment;

(c) the EMOPL Dividend;

(d) the TOPL Dividend;

(e) the EMOPL Loan and its assignment;

(f) the TOPL Loan and its assignment;

(g) any amounts paid or Liabilities incurred in connection with any matter undertaken by a Sale Company which is requested or approved in writing by the Buyer where such matter is specifically acknowledged by the Buyer as being permitted leakage for the purpose of this agreement;

(h) any payment to or for the benefit of a Retained Group Member, to the extent it is specifically included as a provision, reserve or accrual, but only to the extent of the amount accrued, reserved or provided for (including, in each instance, by way of off-set) in the Accounts;

(i) anything that is permitted, contemplated or required by this agreement or the transactions contemplated by it; and

(j) anything which the Buyer approves or to which the Buyer consents.

Permitted Security Interest means:

(a) in respect of the Tenements:

    (i) any Security Interests existing over the Tenements recorded on the Public Records, and any reservation, covenant, term or condition arising under law or arising in respect of the grant of that Tenement;

    (ii) any rights reserved to or vested in any Government Agency by the terms of any instrument or grant (including reservations, limitations, provisos, and conditions contained in the terms of grant of any mining tenements and statutory exceptions to title); and

    (iii) any easements, rights-of-way, restrictions, servitudes, permits, reservations and other similar encumbrances reserved or granted which constitute an interest in the land underlying the Tenements;

(b) rights or interests arising pursuant to any Third Party Agreement;

(c) any Security Interest registered by a Buyer Group Member;

(d) any lien that arises by the operation of law in the ordinary course of business which is not more than 60 days overdue (unless being contested or litigated in good faith);

(e) any Security Interest in respect of personal property acquired by a Sale Company in the ordinary course of business arising from the sale of that property in favour of the seller of that property securing all or part of the purchase price for the property;

(f) any Security Interest registered on the PPS Register, other than a Security Interest registered over all the present and after-acquired property of a Sale Company;

(g) any deemed security interest under section 12(3) of the PPS Act which does not secure payment or performance of an obligation; and

(h) any Security Interest consented to by the Buyer.

Permitted Warranty Claim has the meaning given in clause 10.8(a).

Plant and Equipment means the infrastructure, plant, equipment, machinery and fittings owned by a Sale Company and located on the Tenements or the Properties, but excluding the Excluded Assets.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Register means the Personal Property Securities Register established under the PPS Act.

PPS Security Interest means a security interest as defined in the PPS Act.

Pre-Completion Return has the meaning given in clause 4(b) of Schedule 5.

Pre-Completion Tax Event has the meaning given in clause 12.4(b).

Properties means the properties leased under the Property Leases and the Freehold Properties, but which excludes 622 Erdman Road.

Property Leases means, in relation to:

(a) EMOPL, the leases for the following properties:

(i) Lot 25 on Deposited Plan 203296 and being the whole of the land comprised in Certificate of Title Volume 1047/679 and Lot 26 on Deposited Plan 203296 and being the whole of the land comprised in 2649 Folio 590 and being collectively known as 17-19 Jasper Street, Westonia;

(ii) Lot 433 on Deposited Plan 195463 and being the whole of the land comprised in Certificate of Title Volume 2210 Folio 296 and being known as 20 Wolfram Street, Westonia; and

(iii) Lot 500 on Deposited Plan 58086 and being the whole of the land comprised in Certificate of Title Volume LR 3150 Folio 788 and being known as Lot 433 Wolfram Street, Westonia (Part of Reserve 49359 Crown Head Lease); and

(b) TOPL, the Tampia Hill Lease.

Public Records means searches of the following public records:

(a) the ASX market announcements platform;

(b) the Organisation and Business Name register maintained by ASIC in relation to the Seller, each Sale Company and each former holder of the Tenements;

(c) the insolvency public notices register in relation to the Seller and each Sale Company;

(d) the PPS Register in relation to the Seller and each Sale Company;

(e) the “Minerals Titles Online” system maintained by the Department in relation to the Tenements;

(f) “Quick Appraisal” searches on the “Tengraph” system maintained by the Department in relation to the Tenements;

(g) the "Water Register" maintained by the Department of Water and Environmental Regulation for the State of Western Australia in relation to the Sale Company;

(h) the “Environmental Assessment and Regulatory System” and “Resources Online” systems maintained by the Department in relation to each Sale Company;

(i) Landgate in relation to the Properties; and

(j) the public registers of the following courts in relation to the Seller and each Sale Company:

   (i) the High Court of Australia;

   (ii) the Federal Court of Australia;

   (iii) the Federal Circuit Court of Australia; and

   (iv) the Supreme Court (including courts of appeal) in all states and territories of Australia; and

   (v) the District Court (including courts of appeal) in all states and territories of Australia.

Purchase Price has the meaning given in clause 2.2(a).

Recipient has the meaning given in clause 17.

Rehabilitation Obligations means any:

(a) Liabilities arising under the Mining Act, the terms and conditions of the Sale Tenements, any environmental law and any works approvals (including abandonment), or Authorisations granted under that legislation and otherwise at law to reclaim, restore or rehabilitate the land the subject of the Sale Tenements; and

(b) Claim as a consequence of any Liability suffered or incurred in respect of or arising out of the Liabilities described in paragraph (a) of this definition.

Related Body Corporate has the meaning given in the Corporations Act.

Related Entity has the meaning given to that term in the Corporations Act.

Resolution Institute means the Resolution Institute, a dispute resolution organisation of Australia and New Zealand.

Retained Group means the Seller and each of its Related Bodies Corporate, other than the Sale Companies.

Retained Group Member means a member of the Retained Group.

ROPL means Ramelius Operations Pty Ltd (ACN 621 626 391).

Sale means the sale of the Sale Interests as contemplated by this agreement.

Sale Assets means:

(a) the Sale Tenements; and

(b) all of the Seller's legal and beneficial right, title and interest in the:

   (i) Mining Information in relation to the Sale Tenements; and

   (ii) Third Party Agreements insofar as they relate to the Sale Tenements.

Sale Company means EMOPL and TOPL.

Sale Interests means the:

(a) Sale Shares; and

(b) Sale Assets.

Sale Shares means:

(a) the EMOPL Shares; and

(b) the TOPL Shares.

Sale Tenements means the Seller's legal and beneficial right, title and interest in:

(a) E16/538;

(b) E16/505;

(c) E77/2353; and

(d) E77/2354.

Security Interest means any mortgage, charge, lien, pledge or other arrangement having a similar effect, including any PPS Security Interest.

Seller Consolidated Group means the Consolidated Group which, before Completion, includes the Seller Head Company and each Sale Company, which is a Subsidiary Member.

Seller Consolidated Group Member means a member of the Seller Consolidated Group.

Seller Group means the Seller and each of its Related Bodies Corporate and, before Completion, includes the Sale Companies, and from Completion, does not include the Sale Companies.

Seller Group Member means any member of the Seller Group.

Seller GST Group means the GST Group which includes the Seller as a Representative Member.

Seller Guarantee means any guarantee, indemnity, bond, charge or other security given by any Retained Group Member in relation to any Sale Interest or the obligations of a Sale Company.

Seller Head Company means the Head Company of the Seller Consolidated Group, being the Seller.

Seller Warranties means the warranties set out in Schedule 2.

Straddle Return has the meaning given in clause 4(g) of Schedule 5.

Subsidiary Member means a Seller Consolidated Group Member that is a subsidiary member of the Seller Consolidated Group within the meaning of section 703-15 of the ITAA 1997.

Supplier has the meaning given in clause 17.

TAA means *Taxation Administration Act 1953* (Cth).

Tampia Hill Lease means the lease dated 19 August 2020, and varied on 29 May 2025, between the Landlord and TOPL (formerly Explaurum Operations Pty Ltd) in relation to the Tampia Hill Leased Premises.

Tampia Hill Leased Premises means the premises located at Part Lot 16224 on Deposited Plan 22556.

Tax means a tax, levy, charge, impost, fee, deduction, compulsory loan or withholding of any nature, including, without limitation, any goods and services tax (including GST), value added tax or consumption tax, which is assessed, levied, imposed or collected by a Government Agency, except where the context requires otherwise. This includes, but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed in addition to those amounts, but excludes Duty.

Tax Costs means all costs and expenses incurred in:

(a) managing an inquiry; or

(b) conducting any Disputing Action;

in relation to a Tax Demand.

Tax Demand means:

(a) a demand or assessment from a Government Agency requiring the payment of any Tax or Duty for which the Seller may be liable under this agreement;

(b) any document received from a Government Agency administering any Tax or Duty assessing, imposing, claiming or indicating an intention to claim any Tax or Duty;

(c) a notice to a contributing member of a Consolidated Group given under section 721-15(5) or (5A) of the ITAA 1997;

(d) a notice to pay an amount pursuant to section 444-90 of Schedule 1 of the TAA; or

(e) lodgement of a Tax Return or a request for an amendment under any law about self-assessment of Tax or Duty.

Tax Expert means an independent, suitably qualified person appointed in accordance with clause 2(h) of Schedule 5.

Tax Indemnity means the indemnities given in clause 8.

Tax Law means any law relating to either Tax or Duty as the context requires.

Tax Relief means any relief, allowance, exemption, exclusion, set-off, deduction, loss, rebate, refund, right to repayment or credit granted or available in respect of a Tax or Duty under any law.

Tax Return means any return relating to Tax including any document which must be lodged with a Government Agency administering a Tax or which a taxpayer must prepare and retain under a Tax Law (such as an activity statement, amended return, application, schedule or election and any attachment).

Tax Sharing and Funding Agreement means:

(a) the agreement contemplated by section 721-25 of the ITAA 1997 and entered into between each Sale Company and each of the Subsidiary Members of the Seller Consolidated Group as most recently executed by the parties thereto; and

(b) any agreement where a Subsidiary Member of the Seller Consolidated Group may be required to pay an amount to the Head Company of the Consolidated Group to fund a Group Liability or to reimburse the Head Company after the payment of a Group Liability.

Tax Warranties mean the warranties given in clause 18 of Schedule 2.

Tenements means the:

(a) EMOPL Tenements;

(b) TOPL Tenements; and

(c) Sale Tenements.

Third Party Agreements means:

(a) the contracts to which EMOPL is a party, which are listed in Part 1 of Schedule 4;

(b) the contracts to which TOPL is a party, which are listed in Part 2 of Schedule 4;

(c) the contracts to which a Retained Group Member is a party and which relate to the Sale Tenements, which are listed in Part 3 of Schedule 4; and

(d) the Evolution SPA.

Third Party Claim means any Claim brought by a person or entity (other than the Seller, a Sale Company or the Buyer), other than a Tax Demand, which may give rise, or otherwise relates, to a Claim by the Buyer against the Seller.

TOPL means Tampia Operations Pty Ltd (ACN 153 608 596).

TOPL Dividend means the payment of a dividend by TOPL, in the amount of $155,543,000 in favour of its parent, Explaurum, effective on or about 25 June 2026.

TOPL Fixtures has the meaning given to the term “Tenant’s Fixtures” in the Tampia Hill Lease.

TOPL Loan means the loan receivable in the amount of $115,543,000 provided by TOPL to EMOPL, assigned or to be assigned by TOPL to Explaurum on or around 25 June 2026.

TOPL Shares means 16,801,447 fully paid ordinary shares in the capital of TOPL.

TOPL Tenements means the mining tenements listed in Part 2 of Schedule 3.

Tranche 2 Buyer Shares means the Buyer Shares to be issued pursuant to the Capital Raising, excluding any Buyer Shares to be issued by the Buyer after the date of this agreement as part of the Capital Raising using the Buyer’s placement capacity under ASX Listing Rule 7.1.

2 Interpretation

In this agreement the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this agreement;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this agreement;

(vi) this agreement includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this agreement includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this agreement are payable in Australian dollars;

(g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it;

(h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(i) in determining the time of day where relevant to this agreement, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this agreement, the time of day in the place where the party required to perform an obligation is located;

(j) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(k) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this agreement, it is to be calculated exclusive of that day, or the day of that act or event.

Schedule 2 Seller Warranties

1 The Seller's incorporation or existence

(a) The Seller is duly incorporated and validly exists under the law of its place of incorporation.

(b) No Insolvency Event has occurred in relation to the Seller.

(c) There are no facts, matters or circumstances which could reasonably be expected to give rise to an Insolvency Event in respect of the Seller.

2 The Seller's authority

(a) The execution and delivery of this agreement has been properly authorised by all necessary corporate action of the Seller.

(b) The Seller has full power and lawful authority to execute and deliver this agreement and to consummate and perform or cause to be performed its obligations under this agreement.

(c) This agreement constitutes a legal, valid and binding obligation of the Seller enforceable in accordance with its terms.

(d) The execution, delivery and performance by the Seller of this agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:

  (i) any provision of the constitution of the Seller;

  (ii) any writ, order or injunction, judgement, or law to which it is a party or is subject or by which it is bound; or

  (iii) any agreement or arrangement to which the Seller or any Seller Group Member is a party and which would be breached or terminated by the execution, delivery or performance of this agreement.

3 The Sale Companies' incorporation and existence

(a) Each Sale Company is duly incorporated and validly exists under the law of its place of incorporation.

(b) Each Sale Company has the power to own its assets and to carry on its business as it is now being conducted.

(c) No Insolvency Event has occurred in relation to a Sale Company.

4 The Sale Shares

(a) The Sale Shares comprise the whole of the issued share capital of each respective Sale Company.

(b) The Seller is the ultimate parent company of, and can procure the transfer of, the Sale Shares free from all Security Interests.

(c) So far as the Seller is aware, there are no facts or circumstances that could result in the creation of a Security Interest over the Sale Shares.

(d) The Sale Shares have been validly allotted and are fully paid and no moneys are owing in respect of them.

(e) There are no shareholder agreements, voting trusts, proxies or other agreements or understanding relating to the voting of the Sale Shares.

(f) Other than between Seller Group Members, there are no agreements, arrangements or understandings in place in respect of either the Sale Shares under which a Sale Company is obliged at any time to issue any shares, convertible securities or other securities in a Sale Company.

5 Sale Companies' Tenements

5.1 Tenements

(a) Other than the Application, EMOPL is the sole legal and beneficial owner of EMOPL Tenements.

(b) EMOPL is the sole applicant for the Application and, so far as the Seller is aware, the Application has been made in compliance with the Mining Act.

(c) TOPL is the sole legal and beneficial owner of the TOPL Tenements.

(d) The EMOPL Tenements and the Application are the only mining tenements in, or in respect of, which EMOPL has a legal, equitable or beneficial interest or a contractual right to mine or explore.

(e) The TOPL Tenements are the only mining tenements in, or in respect of, which TOPL has a legal, equitable or beneficial interest or a contractual right to mine or explore.

(f) So far as the Seller is aware, the EMOPL Tenements and the TOPL Tenements are:

(i) in full force and effect and all reports relating to the Tenements which are required to be lodged in accordance with relevant legislation or the terms of the Tenements have been lodged in a timely manner or of any other rule, regulation or provision of the Mining Act or any other statute concerning, affecting or relating to the Tenements; and

(ii) not liable to cancellation or forfeiture for any reason and EMOPL and TOPL are not in breach or contravention of any terms and conditions upon which the EMOPL Tenements and the TOPL Tenements were granted.

(g) So far as the Seller is aware, the EMOPL Tenements and the TOPL Tenements are free from all mortgages, charges, liens and other encumbrances of whatsoever nature.

(h) So far as the Seller is aware, there are no native title agreements created pursuant to section 28(1)(f) and section 31 of the *Native Title Act 1993* (Cth) relating to the EMOPL Tenements and the TOPL Tenements.

(i) The Seller is not aware of any claim by any Aboriginal person to assert native title over any part of the area covered by the EMOPL Tenements and the TOPL Tenements.

5.2 No royalties

So far as the Seller is aware, there are no royalties payable in respect of any asset of a Sale Company, other than the royalties arising under the Mining Act and the Third Party Agreements.

6 Sale Assets

6.1 Sale Tenements

(a) The Seller is the sole legal and beneficial owner of E16/538.

(b) The Seller holds a 75% legal and beneficial interest in the Sale Tenements (other than E16/538).

(c) So far as the Seller is aware, the Sale Tenements are:

(i) in full force and effect and all reports relating to the Sale Tenements which are required to be lodged in accordance with relevant legislation or the terms of the Sale Tenements have been lodged in a timely manner or of any other rule, regulation or provision of the Mining Act or any other statute concerning, affecting or relating to the Sale Tenements; and

(ii) not liable to cancellation or forfeiture for any reason and the Seller is not in breach or contravention of any terms and conditions upon which the Sale Tenements were granted.

(d) So far as the Seller is aware, the Sale Tenements are free from all mortgages, charges, liens and other encumbrances of whatsoever nature.

(e) So far as the Seller is aware, there are no native title agreements created pursuant to section 28(1)(f) and section 31 of the *Native Title Act 1993* (Cth) relating to the Sale Tenements.

(f) The Seller is not aware of any claim by any Aboriginal person to assert native title over any part of the area covered by the Sale Tenements.

6.2 No royalties

So far as the Seller is aware, there are no royalties payable in respect of any Sale Tenement, other than the royalties arising under the Mining Act and the Third Party Agreements.

7 Security Interests

(a) No Sale Company holds a PPS Security Interest as the secured party.

(b) So far as the Seller is aware, as at Completion only there are no facts or circumstances that could reasonably be expected to result in the creation of a Security Interest over:

(i) the Sale Shares;

(ii) the assets of the Sale Companies, other than a Permitted Security Interest; or

(iii) the Sale Assets, other than a Permitted Security Interest.

8 Financial position

To the best of the Seller's knowledge and belief, the Accounts were prepared:

(a) on a consistent basis with the management accounts for the Seller Group, except to the extent Fairly Disclosed in them; and

(b) do not materially misstate the financial position of the Sale Companies as at the Locked Box Date.

9 Information

The Disclosure Material was prepared in good faith for the purpose of informing prospective buyers of the Sale Interests and, so far as the Seller is aware, no information has been knowingly or recklessly omitted from the Disclosure Material that in the Seller's opinion (acting reasonably) could be expected to be material to a buyer's valuation of the Sale Interests.

10 Litigation

(a) The Seller is not:

(i) aware of any Sale Company being engaged in any material prosecution, litigation or arbitration proceedings;

(ii) aware of any such proceedings pending or threatened in writing by or against any Sale Company, nor any facts or disputes which might give rise to such proceedings;

(iii) engaged in any material prosecution, litigation or arbitration proceedings in connection with the Sale Assets; and

(iv) aware of any such proceedings pending or threatened in writing by or against the Seller in connection with the Sale Assets, nor any facts or disputes which might give rise to such proceedings.

(b) The Seller is not aware of any material unsatisfied judgments, awards, claims or demands against any Sale Company or against the Seller in connection with the Sale Assets, other than those Fairly Disclosed in the Disclosure Material.

11 Properties

(a) The Sale Companies together have exclusive occupation and quiet enjoyment of each Property (other than in common areas designated as such) and respectively hold all easements, rights, interests and privileges necessary for the conduct of the business carried on at such Properties.

(b) EMOPL owns the Freehold Properties (registered in the name of EMOPL) free from Security Interests (other than Permitted Security Interests).

(c) So far as the Seller is aware, there are no circumstances that would entitle or require a landlord under any Property Lease to exercise any power of entry or possession or which might restrict or terminate the continued possession or occupation of any of the Properties by a Sale Company.

(d) So far as the Seller is aware, there are no current material disputes relating to the Properties which are ongoing between a Sale Company and any third party.

12 Environment

So far as the Seller is aware:

(a) a Sale Company has not received written notice of any civil, criminal or administrative action, or other proceeding or suit under any environmental law applicable to its assets, which is or may be materially prejudicial to the financial position of a Sale Company;

(b) it has not received written notice of any civil, criminal or administrative action, or other proceeding or suit under any environmental law applicable to the Sale Assets; and

(c) there are no environmental liabilities relating to the Sale Companies that could reasonably give rise to any civil, criminal or administrative action, or other proceedings under any environmental law.

13 Third Party Agreements

So far as the Seller is aware, no Seller Group Member has done or permitted to be done anything that the Seller considers, acting reasonably, would be likely to cause any of the Third Party Agreements to be terminated.

14 Shareholdings and memberships

No Sale Company holds or owns shares or other securities in another company.

15 Employees

(a) As at the date of this agreement only:

(i) EMOPL has two employees; and

(ii) TOPL has no employees.

(b) So far as the Seller is aware, EMOPL has complied with its obligations under all industrial awards, industrial agreements, legislation and contracts of employment in respect of all employees.

16 Business Records

All material Business Records of each Sale Company:

(a) have been properly maintained by each Sale Company in accordance with all applicable laws; and

(b) are in the possession or under the custody or control of the Sale Companies or the Seller.

17 Compliance with laws

(a) As far as the Seller is aware, each Sale Company's business has been conducted in all material respects in accordance with applicable laws, regulations and Authorisations.

(b) So far as the Seller is aware, no Sale Company has received written notice from a Government Agency within the last 12 months advising they have not, in any material respect, complied with any law, which would be expected to have a material adverse effect on the entity or its business.

(c) So far as the Seller is aware, the Sale Companies have all of the material relevant Authorisations required to conduct their businesses and these Authorisations are valid and in good standing.

18 Tax

18.1 Tax and Duty

So far as the Seller is aware, each Sale Company has up to and including Completion:

(a) paid all Tax payable under any Tax Law in relation to any period or part period up to and including Completion; and

(b) paid all Duty payable under any Tax Law in relation to any act, transaction, event or omission, or an instrument executed or performed, on or prior to Completion.

18.2 Records

Each Sale Company has up to and including Completion, kept and maintained proper and adequate records to enable it to comply in all material respects with its obligations to:

(a) prepare and submit any information, notices, computations, Tax Returns and payments required in respect of any Tax Law;

(b) prepare any accounts necessary for compliance with any Tax Law; and

(c) retain necessary records as required by any Tax Law.

18.3 Returns

Each Sale Company has up to and including Completion, submitted the notices, Tax Returns and other information required by a Government Agency for Tax and Duty relating to that Sale Company.

18.4 Copies accurate

All copies of notices, Tax Returns or other information submitted by a Sale Company about Tax and Duty which have been supplied by the Seller or its advisers to the Buyer in the Disclosure Material are true and complete copies of the originals.

18.5 Tax consolidation

(a) The Seller is the Head Company of the Seller Consolidated Group as at the Completion Date.

(b) Each Leaving Entity is a member of the Seller Consolidated Group as at the Completion Date.

(c) The Seller Consolidated Group is not and has never been a MEC Group for the purposes of Part 3-90 of the ITAA 1997.

(d) Each Leaving Entity of the Seller Consolidated Group is a party to the Tax Sharing and Funding Agreement as at the Completion Date.

(e) The Clear Exit Payments made before Completion by each Leaving Entity to the Seller, as contemplated by clause 6.7 of this agreement, represent the amount that is necessary to enable that Leaving Entity to leave the Seller Consolidated Group at Completion clear of any Group Liability which is due after Completion, in accordance with section 721-35 of the ITAA 1997, the terms of the Tax Sharing and Funding Agreement, and applicable ATO guidance.

18.6 No Tax or Duty audit

No Sale Company is aware of a current, pending or threatened Tax or Duty audit.

Schedule 3 Tenements

No.	Tenement	Holder
Part 1 – EMOPL Tenements		
1	E77/2334	EMOPL
2	E77/2443	EMOPL
3	E77/2458	EMOPL
4	E77/2474	EMOPL
5	E77/2534	EMOPL
6	E77/2565	EMOPL
7	E77/2640	EMOPL
8	E77/2673	EMOPL
9	G77/122	EMOPL
10	G77/138	EMOPL
11	G77/139	EMOPL
12	L77/18	EMOPL
13	L77/233	EMOPL
14	L77/358	EMOPL
15	L77/361	EMOPL
16	L77/362	EMOPL
17	M77/110	EMOPL
18	M77/1111	EMOPL
19	M77/124	EMOPL
20	M77/1287	EMOPL
21	M77/1303	EMOPL

No.	Tenement	Holder
22	M77/88	EMOPL
Part 2 – TOPL Tenements		
23	E70/2132	TOPL
24	E70/4411	TOPL
25	E70/4433	TOPL
26	E70/4473	TOPL
27	E70/4616	TOPL
28	E70/4721	TOPL
29	E70/4950	TOPL
30	L70/217	TOPL
31	M70/815	TOPL
32	M70/816	TOPL

Schedule 4 Third Party Agreements

No.	Third Party Agreement
Part 1 – EMOPL Third Party Agreements	
1	(**Franco-Nevada and Royal Gold Royalty Agreements**) Sale and Purchase Agreement dated 15 November 1995 originally between Australian Consolidated Minerals Pty Ltd, Delta Gold N.L. and Westonia Mines Pty Ltd as amended and assigned from time to time.
3	(**Read Royalty Agreement**) Contract of Sale dated 27 April 1984 originally between John Edmund Read, Pius Sheila Read, Brian John Read and Australian Consolidated Minerals Ltd, as amended and assigned from time to time.
5	(**Holleton/VOX Royalty Agreement**) Sale Agreement dated 30 July 2018 between Element 25 Limited, EMOPL and the Seller and Royalty Deed dated 30 July 2018 between Element 25 Limited and EMOPL, as assigned from time to time
6	(**First Gianni Royalty Agreement**) Term Sheet – Mineral Rights Agreement dated on or around January 2018 between Mount Hampton Gold Mining Company Pty Ltd and Peter Romeo Gianni, as assigned from time to time.
7	(**Second Gianni Royalty Agreement**) Sale Agreement – Westonia Project dated 27 July 2018 between Peter Romeo Gianni, EMOPL and the Seller and Royalty Deed – Westonia Project dated 27 July 2018 between EMOPL and Peter Romeo Gianni.
8	(**Third Gianni Royalty Agreement**) Sale and Purchase Agreement dated 2 November 2018 between Peter Romeo Gianni and EMOPL, and Term Sheet – Mineral Rights Agreement between Mount Hampton Gold Mining Company Pty Ltd and Peter Romeo Gianni dated about January 2018 (as assigned to EMOPL on 2 November 2018).
9	(**Li-Ta Mineral Rights**) Li-Ta Mineral Rights Deed dated 14 November 2018 between Peter Romeo Gianni and EMOPL.
10	(**St Barbara Royalty Agreement**) Sale Agreement dated 5 May 2003 between Sons of Gwalia Ltd and Westonia Mines Limited and Royalty Deed dated 5 May 2003 between Sons of Gwalia Ltd and Westonia Mines Ltd, as assigned from time to time (including under the Deed of Assignment dated 2009 between Catalpa Resources Limited (formerly called Westonia Mines Limited and Westonia Mines NL), EMOPL and St Barbara Limited.
11	(**Edna May Camp Lease**) Sublease – 'Part of Reserve 49359' (Portion of Lot 500 on Deposited Plan 58086) between Shire of Westonia, EMOPL and the State of Western Australia dated 3 July 2020, as extended pursuant to deed of extension and variation dated on or around 2025.
12	(**Edna May Carpark Lease**) Lease – 17-19 Jasper Street, Westonia between Shire of Westonia and EMOPL dated 26 May 2025.

No.	Third Party Agreement
13	(**Edna May Workshop Lease**) Lease – 20 Wolfram Street, Westonia between Shire of Westonia and EMOPL dated 26 May 2025.
Part 2 – TOPL Third Party Agreements	
14	(**Tampia Camp Lease**) Lease – Part Lot 16224 on Deposited Plan 225562 "Tampia Hill Mine – Accommodation Village" between Shire of Narembeen and TOPL (then known as Explaurum Operations Pty Ltd) dated 19 August 2020 as extended pursuant to the letter dated 26 May 2025.
Part 3 – Third Party Agreements relating to the Sale Tenements	
15	(**Rouge JV)** Farmin and Joint Venture Agreement – Mt Finnerty and Parker Dome Projects between Rouge Resources Pty Ltd, Westar Resources Limited and the Seller dated 18 November 2020 as partially terminated by way of Deed of Termination dated 22 August 2022.
16	(**CGM JV**) Nulla South Farm-in and Joint Venture Agreement – Binding Terms Sheet between CGM (WA) Pty Ltd, Peter Taylor and the Seller dated 5 June 2018.
17	(**Kent Access Agreement**) Land Access and Compensation Agreement dated 25 October 2018 between Clabriall Pty Ltd, Kelvin Kimberly Kent and the Seller (in respect of E77/2353 and E77/2354).
18	(**Stephen Access Agreement**) Land Access and Compensation Agreement dated 10 September 2019 between Kim Alexander Stephen, Carolyn May Steven and the Seller (in respect of E77/2353).
19	(**JHC Access Agreement**) Land Access and Compensation Agreement dated 28 October 2019 between JHC Nominees Pty Ltd and the Seller (in respect of E77/2353 and E77/2354).
20	(**Harvey Access Agreement**) Land Access and Compensation Agreement dated 8 October 2019 between William Alexander Harvey and the Seller (in respect of E77/2354).
21	(**First Capelli Access Agreement**) Land Access and Compensation Agreement dated 8 August 2019 between William Capelli, Andria William Capelli and the Seller (in respect of E77/2354).
22	(**Second Capelli Access Agreement**) Land Access and Compensation Agreement between dated 8 August 2019 Andria William Capelli and the Seller (in respect of E77/2354).
23	(**First Polaris Access Agreement**) Access Agreement dated 22 September 2020 between Polaris Metals Pty Ltd and the Seller (in respect of, among others, E16/538), as assigned from to time.

No.	Third Party Agreement
24	(**Second Polaris Access Agreement**) Access Agreement dated 24 April 2018 between Polaris Metals Pty Ltd and TasEx Geological Services Pty Ltd (in respect of, among another, E16/505), as assigned from to time.
25	(**MG Heritage Agreement**) Heritage Agreement dated 9 August 2021 between the Seller and Marlinyu Ghoorlie in relation to E16/538.

Schedule 5 Tax Indemnity and Tax Demand Claims

1 Tax Indemnity

The Seller indemnifies the Buyer against, and must pay to the Buyer the amount of, any:

(a) Tax payable by a Sale Company, to the extent that the Tax relates to any period, or part period, up to and including Completion;

(b) Duty payable by a Sale Company, to the extent that the Duty relates to any act, transaction, event or omission, or an instrument executed or performed, on or prior to Completion) other than any Duty to be paid by the Buyer under clause 16.1; and

(c) reasonable Tax Costs incurred by or on behalf of a Sale Company, to the extent that those Tax Costs arise from or relate to any of the matters for which the Seller may be liable under clauses 1(a) and 1(b) of this Schedule,

except to the extent that the Seller's Liability for the Tax or Duty is limited or qualified under clause 8, and this will be the sole remedy of the Buyer in respect of any such Tax, Duty or Tax Costs.

2 Tax Demand Claims against a Sale Company

(a) The Buyer must promptly (and in any event within five (5) Business Days) notify the Seller if:

  (i) a Tax Demand is made against a Sale Company that may give rise to a Claim against the Seller;

  (ii) the Buyer decides to make a Claim against the Seller, that the Tax Demand either alone or together with other Claims exceeds any applicable thresholds set out in clause 10.8; or

  (iii) the Buyer becomes aware of any events, matters or circumstances (including any potential threatened Tax Demand against a Sale Company) that may give rise to a Claim against the Seller.

(b) The Buyer must include in a notice given under clause 2(a) of this Schedule all relevant details (including the amount) then known to a Sale Company of:

  (i) the Tax Demand;

  (ii) any Claim which will be made against the Seller as a result of the Tax Demand; and

  (iii) the events, matters or circumstances giving rise to the potential threatened or actual Tax Demand or Claim.

(c) The Buyer must also include in a notice given under clause 2(a) of this Schedule an extract of:

  (i) any part of a Tax Demand that identifies the Liability or amount to which the Claim relates or other evidence of the amount of the Tax Demand to which the Claim relates; and

(ii) if available or relevant, any corresponding part of any adjustment sheet or other explanatory material issued by a Government Agency that specifies the basis for the Tax Demand to which the Claim relates or other evidence of that basis.

(d) The Buyer must provide a copy of any document referred to in clause 2(c) of this Schedule to the Seller as soon as practicable and, in any event, within five (5) Business Days after the receipt of that document by the Buyer or a Sale Company (as the case may be).

(e) The Buyer must also, on an on-going basis, keep the Seller informed of all developments in relation to the Tax Demand or Claim notified under clause 2(a) of this Schedule.

(f) If the Buyer does not materially comply with clause 2(a) to 2(e) of this Schedule in respect of a Claim, the Seller is not liable under that Claim to the extent that non-compliance has prejudiced the Seller or increased the amount of the Claim.

(g) If a dispute arises in respect of:

(i) the validity of, or the amount to be paid in respect of, a Tax Claim; or

(ii) a Pre-Completion Return or a Straddle Return under clause 4 of this Schedule,

(each, a **Tax Dispute**), which cannot be resolved in good faith by the Seller and Buyer within five (5) Business Days, either the Seller or the Buyer may refer the matter to a Tax Expert with the request that the Tax Expert make a decision on the matter as soon as practicable after receiving submissions from the Buyer and the Seller.

(h) The Tax Expert must be selected by agreement between the Buyer and the Seller or, failing agreement within five (5) Business Days after the Buyer or the Seller first requests the appointment of a Tax Expert, as nominated by the president for the time being of the Law Society of Western Australia.

(i) The parties must promptly supply the Tax Expert with any information, assistance and cooperation requested in writing by the Tax Expert in connection with its determination. All correspondence between the Tax Expert and a party must be copied to the other parties.

(j) In making its determination, the Tax Expert will act as an expert and not as an arbitrator.

(k) The determination of the Tax Expert as to the Tax Dispute will be final and binding on the parties, except in the case of manifest error, in which case the relevant part of the determination will be void and the matter must be resubmitted to the Tax Expert for correction.

(l) Each party must bear its own costs in complying with clause 2(i) of this Schedule.

(m) The costs of the Tax Expert will be borne by the parties in accordance with the Tax Expert's determination or, if there is no determination, 50% by the Seller and 50% by the Buyer.

3 Tax Demands

(a) The Buyer must not, and must ensure that each Sale Company does not:

(i) accept, compromise or pay;

(ii) agree to arbitrate, compromise or settle; or

(iii) make any admission or take any action in relation to,

a Tax Demand that may lead to Liability on the part of the Seller under a Claim without the Seller's prior written approval. However, the Sale Company may pay any Tax or Duty to a Government Agency by the due date for payment without affecting any of the Buyer's rights under this agreement.

(b) If the Seller does not advise the Buyer that it wishes to contest a Tax Demand within five (5) Business Days of receipt of the Buyer's notice under clause 2(a) of this Schedule, then the Seller must pay in Immediately Available Funds the amount notified by the Buyer to the Government Agency by the later of:

(i) five (5) Business Days before the due date for payment to the Government Agency; or

(ii) 15 Business Days after receipt of the notice given by the Buyer under clause 2(a) of this Schedule.

(c) Following receipt of a notice under clause 2(a) of this Schedule in respect of a Claim that arises from or involves a Tax Demand, the Seller may, by written notice to the Buyer no later than five (5) Business Days before the due date for payment of the relevant Tax or Duty advise the Buyer that it wishes to contest the Tax Demand.

(d) If the Seller advises the Buyer that it wishes to contest the Tax or Duty the subject of the Tax Demand, then at the Seller's written request, the Buyer must take, or procure that the person required to pay the Tax or Duty takes, such Disputing Action in a timely manner in relation to the Tax Demand as the Seller may require.

(e) If the Seller contests the Tax or Duty the subject of a Tax Demand, then the Buyer must follow, and must procure that each Sale Company follows, all reasonable directions of the Seller relating to the conduct of any Disputing Action referred to in clause 3(d) of this Schedule and in this clause 3(e), including using professional advisers nominated by the Seller. In making any directions under this clause 3(e), the Seller must:

(i) act in good faith;

(ii) liaise with the Buyer in relation to the conduct of the Disputing Action referred to in this clause 3;

(iii) provide the Buyer with reasonable access to a copy of any notice, correspondence or other document relating to that Disputing Action; and

(iv) act reasonably in all the circumstances, including having regard to the likelihood of a success.

(f) The Buyer must provide, and must procure that each Sale Company provides, the Seller with all reasonable assistance requested by it in relation to the Tax Demand and the Disputing Action contemplated by this clause 3 including providing access to witnesses and documentary or other evidence relevant to the Tax Demand or the Disputing Action, allowing it and its legal advisers to inspect and take copies of all relevant Tax Returns, books, records, files and documents, and providing it with reasonable access to the personnel, premises and chattels of the Sale Companies.

4 Tax Returns

(a) Subject to this clause 4, the Buyer and the Seller will cooperate in connection with the preparation and filing of any Tax Returns of a Sale Company with respect to a period of part period before the Completion Date and any administrative proceeding involving any such Tax Returns.

(b) The Seller at their own cost and expense, have the sole conduct and control of the preparation and filing of all Tax Returns of each Sale Company, to the extent they relate to any periods ending on or before the Completion Date and which are required to be filed by a Sale Company after Completion (**Pre-Completion Return**).

(c) The Seller must procure that each Pre-Completion Return:

(i) is prepared in a manner consistent with the requirements of any Tax Law; and

(ii) is delivered to the Buyer as soon as it is available, but no later than 20 Business Days before it is due to be filed (taking into account any extension of time to file the Pre-Completion Return that has been properly obtained) for the Buyer's review and comment.

(d) If the Buyer objects to any items in the Pre-Completion Return:

(i) the Buyer must notify the Seller of the objection as soon as they are aware of the objection but in any event, no later than 10 Business Days after the Pre-Completion Return is provided;

(ii) the Buyer and Seller must attempt in good faith to resolve the dispute; and

(iii) if the Buyer and the Seller resolve the dispute, the Seller must amend the Pre-Completion Return to reflect the resolution of the dispute and promptly file the amended Pre-Completion Return.

(e) If the Buyer does not object to any items in the Pre-Completion Return within the 10 Business Days the Seller must promptly file the Pre-Completion Return without any amendment.

(f) The Buyer will, at its own cost and expense, have the sole control of the preparation and filing of all Tax Returns of each Sale Company for any period which commences on or after the Completion Date.

(g) The Buyer has, at its own cost and expense, the sole conduct and control of the preparation and filing of all Tax Returns of each Sale Company for any period that includes, but does not end on or before, the Completion Date (**Straddle Return**).

(h) The Buyer must procure that each Straddle Return:

(i) is prepared in a manner consistent with the requirements of any Tax Law; and

(ii) is delivered to the Seller as soon as it is available but no later than 20 Business Days before it is due to be filed (taking into account any extension of time to file the Straddle Return that has been properly obtained) for the Seller's review and comment.

(i) If the Seller objects to any items in the Straddle Return:

(iii) the Seller must notify the Buyer of the objection as soon as they are aware of the objection but in any event no later than 10 Business Days after the Straddle Return is provided;

(iv) the Buyer and Seller must attempt in good faith to resolve the dispute; and

(v) if the Buyer and Seller resolve the dispute, the Buyer must amend the Straddle Return to reflect the resolution of the dispute and promptly file the amended Straddle Return.

(j) If the Seller does not object to any items in the Straddle Returns within the 10 Business Days the Buyer must promptly file the Straddle Return without any amendment.

(k) If the Buyer and Seller have not resolved a dispute in respect of a Pre-Completion Return or a Straddle Return under clause 4(d) or 4(i) of this Schedule within five (5) Business Days either the Seller or the Buyer may refer the matter to a Tax Expert in accordance with clause 2(g) of this Schedule.

(l) If:

(i) a Pre-Completion Return is due before the date a dispute is resolved (either by the Buyer and Seller or the Tax Expert), the Seller must procure that the Pre-Completion Return is filed as prepared and must procure that an amended return, which reflects the resolution of the dispute, is filed immediately after the dispute is resolved; and

(ii) if a Straddle Return is due before the date a dispute is resolved (either by the Buyer and Seller or the Tax Expert), the Buyer must procure that the Straddle Return is filed as prepared and must procure that an amended return, which reflects the resolution of the dispute, is filed immediately after the dispute is resolved.

Execution page

Executed as a deed.

[redacted]

Signed, sealed and delivered by **Forrestania Resources Ltd (ACN 647 899 698)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director	Signature of director/secretary
Name of director (print)	Name of director/secretary (print)

Execution page

Executed as a deed.

Signed, sealed and delivered by **Ramelius Resources Limited (ACN 001 717 540)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director	Signature of director/secretary
Name of director (print)	Name of director/secretary (print)

[redacted]

Deed of Assignment and Assumption

[*insert title of agreement*]

Ramelius Resources Limited

[*Assignee*]

Contents

Date: ____________ 2026

Parties

1 **Ramelius Resources Limited** (ACN 001 717 540) of Level 13, 58 Mounts Bay Road, Perth, WA 6000 (**Ramelius**)

2 **[*Assignee*] of [*insert*]** (**Assignee**)

Background

A Ramelius and [*insert*] are parties to [*insert*] dated [*insert*] (**Principal Agreement**).

B The Assignee and Ramelius have entered into a share and asset purchase agreement pursuant to which it is contemplated, amongst other things, that Ramelius will sell to the Assignee and the Assignee will acquire, amongst other things, Ramelius' legal and beneficial right, title and interest in [***insert details of the interest being transferred or assigned***] (**Share and Asset Purchase Agreement**).

C The parties have agreed that the rights and obligations of Ramelius under the [*insert*] Agreement will be assigned to and assumed by the Assignee on and from the Effective Date, on the terms set out in this deed.

D This deed is intended to operate both as a deed between the parties and as a deed poll by the Assignee in favour of [***each of the Continuing Parties]/[the Continuing Party***].

The parties agree

1. Definitions and interpretation

1.1 Definitions

[*Continuing Parties]/[Continuing Party*] means [*insert*].

Effective Date means the date that completion occurs under the Share and Asset Purchase Agreement.

Loss means all losses, liabilities, damages and claims, and all related costs and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties).

Obligations means each of the covenants, agreements, warranties, indemnities, obligations and liabilities under the Principal Agreement which, but for this deed, would require observance, performance or fulfilment by Ramelius.

Principal Agreement has the meaning given in Background paragraph A.

Rights means all rights, powers, benefits, interests, and entitlements of in or under the **Principal Agreement** which, but for this deed, would subsist in favour of, or be exercisable by, Ramelius.

Share and Asset Purchase Agreement has the meaning given in Background paragraph B.

1.2 Interpretation

(a) In this deed, a term used but not defined has the meaning given in the Principal Agreement.

(b) Clause [•] of the Principal Agreement applies to this deed as if it were fully set out in this deed, *mutatis mutandis*.

2. Consideration

This deed is entered into in consideration of the parties incurring obligations and giving rights under this deed and for other valuable consideration the receipt of which is hereby acknowledged.

3. Assignment and Assumption

3.1 Assignment of Rights

On and from the Effective Date:

(a) Ramelius assigns to the Assignee all Rights as of the Effective Date; and

(b) the Assignee accepts the assignment of such Rights.

3.2 Assumption of Obligations

On and from the Effective Date:

(a) the Assignee assumes all Obligations;

(b) the Assignee covenants in favour of Ramelius and the Continuing Part[***y/ies***] to be bound by the Principal Agreement and perform all of the Obligations in place of Ramelius; and

(c) the Assignee will be bound by the terms and conditions of the Principal Agreement as if it were originally named in place of Ramelius.

4. Indemnity

4.1 Indemnification of Ramelius

On and from the Effective Date, the Assignee unconditionally and irrevocably indemnifies, and must keep indemnified, Ramelius on demand against any Loss which Ramelius, suffers or is liable for, arising out of or in connection with:

(a) the Obligations; and

(b) any claim, demand, action or proceeding by a Continuing Party in respect of the Obligations or the Principal Agreement,

whether accruing or arising in whole or in part before, on or after the Effective Date.

4.2 Independent obligation

The indemnity in clause 4.1 is a continuing, separate and independent obligation.

5. Warranties

Each party represents and warrants to each other party that:

(a) it is duly incorporated and validly exists under the law of its place of incorporation;

(b) the execution and delivery of this deed has been properly authorised by all necessary corporate action of that party;

(c) it has full corporate power and lawful authority to execute and deliver this deed and to consummate and perform or cause to be performed its obligations under this deed;

(d) this deed constitutes a legal, valid and binding obligation of the first mentioned party enforceable in accordance with its terms; and

(e) the execution, delivery and performance of this deed by a party does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:

   (i) any provision of the constitution of that party;

   (ii) any material term or provision of any security, undertaking, agreement or deed to which it is bound; and

   (iii) any writ, order or injunction, judgement, or law to which it is a party or is subject or by which it is bound.

6. Notices

The address of the Assignee for any notice or other communication in relation to this deed is:

Name: [***insert***]
Address: [***insert***]
Email: [***insert***]

7. Benefit

This deed is executed by the Assignee as both a deed between the Assignee and Ramelius and as a deed poll for the benefit, and in favour, of the Continuing Part[***y/ies***]. [***Each/The***] Continuing Party is entitled to enforce the covenants given for its benefit in this deed notwithstanding that it is not party to this deed, and without needing to establish that it has provided consideration for those covenants.

8. General

8.1 Further assurances

Each party shall promptly execute all documents and do all things that any other party from time to time reasonably requires of it to effect, perfect or complete the provisions of this deed and any transaction contemplated by it.

8.2 Costs

Each party must bear its own costs of preparing, negotiating and executing this deed.

8.3 Stamp duty

The Assignee will be responsible for the due and punctual payment of all stamp duty (if any) in relation to this deed.

8.4 Governing law

Clause [•] of the Principal Agreement applies to this deed as if set out in full, *mutatis mutandis*.

8.5 Amendments and waivers

This deed may be amended only by a written document executed by the parties.

8.6 Cumulative rights

Except as expressly provided in this deed, the rights of a party under this deed are in addition to and do not exclude or limit any other rights or remedies provided by law.

8.7 Counterparts

(a) This deed may be executed in any number of counterparts, each of which:

  (i) may be executed electronically or in handwriting; and

  (ii) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document.

(b) Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of this deed, this shall be taken to be the same as, and have the same effect as, if all those signatures were on the same counterpart of this deed.

8.8 Waivers

(a) Waiver of any requirement, right, power, authority, discretion or remedy arising under this deed, including those arising upon any default under this deed, must be in writing and signed by the party granting the waiver.

(b) A partial exercise, or a failure or delay in the exercise, of:

  (i) a right arising from a breach of this deed; or

  (ii) a right, power, authority, discretion or remedy created or arising upon a default under this deed,

  does not result in, and a party may not allege that it constitutes, a waiver of that right, power, authority, discretion or remedy.

8.9 Entire agreement

This deed states all of the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter, other than as set out in the Share and Asset Purchase Agreement.

Execution page

Executed as a deed.

Ramelius

Signed, sealed and delivered by **Ramelius Resources Limited** (ACN 001 717 540) in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director	Signature of director/secretary
Name of director (print)	Name of director/secretary (print)

Assignee

Signed, sealed and delivered by **[*insert*] (ACN [*insert*])** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director	Signature of director/secretary
Name of director (print)	Name of director/secretary (print)

Attachment B Escrow Deed

Voluntary escrow deed

Forrestania Resources Ltd

Ramelius Resources Limited

Contents

Date:

Parties

1 Forrestania Resources Ltd (ACN 647 899 698) of Suite 1, 295 Rokeby Road, Subiaco WA 6008 (**Company**)

2 Ramelius Resources Limited (ACN 001 717 540) of Level 13, 58 Mounts Bay Road, Perth, WA 6000 (**Holder**)

Background

A The Holder is or will be the register holder of the Escrowed Shares from Completion.

B The Holder has agreed to escrow the Escrowed Shares for the Escrow Period pursuant to the terms of this deed.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and

(c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Escrow restrictions

Subject to clause 4, the Holder must not Deal in Escrowed Shares during the Escrow Period.

3 Holding Lock

3.1 Agreement to Holding Lock

Subject to clause 3.2, the Holder agrees to the application of a Holding Lock to the Escrowed Shares, and agrees to take all necessary steps to ensure that its Escrowed Shares are registered and held for the Holder on the Issuer Sponsored Subregister whilst any restrictions under clause 2 apply to those Escrowed Shares.

3.2 Application of Holding Lock

The Company will apply a Holding Lock to the Escrowed Shares upon Completion and will remove the Holding Lock with respect to the Escrowed Shares in the circumstances specified in clause 3.3.

3.3 Removal of Holding Lock

(a) Upon request by the Holder, the Company must promptly remove the Holding Lock with respect to the Escrowed Shares to the extent necessary to facilitate a Dealing that is permitted under clause 4.

(b) The Company must remove the Holding Lock with respect to the Escrowed Shares on the Business Day after the end of the relevant Escrow Period.

3.4 Notification to ASX

The Company must notify ASX that the Escrowed Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

4.1 Corporate transactions

Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Escrowed Shares if the Dealing comprises:

(a) the disposal of Escrowed Shares under any buy-back agreement with the Company or under the terms of any capital reduction, in each case as approved under the Corporations Act;

(b) the acceptance of a bona fide third party offer under a Takeover Bid in relation to those Escrowed Shares or the commitment of the Escrowed Shares to any acceptance facility established in relation to such a Takeover Bid; or

(c) the transfer or cancellation of the Escrowed Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, upon that scheme becoming effective,

provided, in each case, that if for any reason any or all Escrowed Shares are not transferred or cancelled in accordance with such a buy-back agreement, Takeover Bid or scheme of arrangement (including because the buy-back agreement or Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Escrowed Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Escrowed Shares not so transferred or cancelled.

4.2 Permitted Dealings

Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Escrowed Shares to a Related Entity of the Holder provided such Related Entity agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 2 or to the nature of those restrictions).

4.3 Financing

Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may encumber any (or all) of its Escrowed Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(a) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Escrowed Shares, in advance of any enforcement of the encumbrance; and

(b) no Escrowed Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the encumbrance; and

(c) any agreement with a Financial Institution provides that the Escrowed Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.

4.4 Required by law

During the Escrow Period, the Holder may Deal in any of its Escrowed Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Escrowed Shares will no longer be bound by any Holding Lock or restrictions on Dealing.

4.5 Disposal of main undertaking

Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any or all of its Escrowed Shares if the Company or a subsidiary of the Company Disposes, or agrees to Dispose, of its interest in a majority of the Sale Interests (in one or more transactions), other than to a Related Entity of the Company.

4.6 Consent to Dealing

Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any or all of its Escrowed Shares if the Company (in one or more transactions) where the Company has provided its prior written consent to such Dealing by the Holder.

4.7 Notice

If the Holder becomes aware:

(a) that a Dealing in any Escrowed Shares has occurred, or is likely to occur, during the applicable Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Escrowed Shares during the applicable Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

5 Warranties

5.1 Giving of warranties

Each of the warranties and representations in this clause 5 is given in favour of the Company:

(a) as at the date of this deed; and

(b) at all times until expiry of the Escrow Period.

The warranties and representations in this clause 5 are given in respect of any and all Escrowed Shares which the Holder holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4.

5.2 Warranties of Holder

The Holder warrants and represents that:

(a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:

   (i) any applicable law, regulation or authorisation;

   (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or

   (iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(e) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Escrow Period or taken any other action which will cause it to breach clause 2 during the Escrow Period; and

(f) if the Holder is a Trustee:

   (i) the Trustee is the sole trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove or replace it as trustee of the Trust;

   (ii) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way; and

(iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

5.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

6 Permitted dealings with the Escrowed Shares

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder from dealing with the Escrowed Shares or exercising rights attaching to, or afforded to the holder of, the Escrowed Shares, by:

(a) exercising any voting rights attaching to Escrowed Shares;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Escrowed Shares; or

(c) receiving or participating in any rights or bonus issue in connection with the Escrowed Shares.

7 Orderly market restrictions

Until the date that is six (6) months following the expiry of the Escrow Period, if the Holder intends to dispose, by way of on-market transaction, of a number of Shares greater than one percent (1%) of the number of Shares on issue, in any rolling 10 Trading Day period, then:

(a) the Holder will provide written notice to the Company of its intention to dispose of those Shares specifying the number and proposed sale price (**Minimum Sale Price**) of those Shares;

(b) the Company will have three (3) full Trading Days to identify and introduce to the Holder an alternative bona fide buyer or buyers for the Shares at the Minimum Sale Price or higher; and

(c) the Holder will negotiate with that party in good faith to execute the sale at the Minimum Sale Price or higher within a further two (2) Trading Days,

following which, the Holder shall be entitled to dispose of a number of Shares up to the number of Shares specified in its notice given under clause 7(a) above, at its election.

8 Consequences of breach

(a) If the Holder breaches this deed, each of the following applies:

(i) the Holder must take any steps necessary to rectify the breach;

(ii) the Company may take any steps that it considers necessary to enforce this deed or rectify the breach; and

(iii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Escrowed Shares.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2 and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Amendment

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

10 Termination

This deed terminates automatically when the Holding Lock is released in full in respect of all Escrowed Shares.

11 Notices

11.1 General

(a) Unless expressly stated otherwise in this deed and subject to clause 11.2 a notice, consent or other communication given under this deed including, but not limited to, a request, certificate, demand, consent, waiver or approval, to or by a party to this deed (**Notice**):

(i) must be in legible writing and in English (or accompanied by a certified translation into English);

(ii) must be addressed to the party to whom it is to be given (**Addressee**) at the address or email address a party notifies to the other under this clause:

(A) if to the Company:

Address: [redacted]
Attention: [redacted]
Email: [redacted]

(B) If to the Holder:

Address: [redacted]
Attention: [redacted]
Email: [redacted].

(iii) must be signed by or on behalf of the sender (if an individual) or an Officer of the sender;

(iv) must be either:

(A) delivered by hand or sent by pre-paid mail (by airmail if sent to or from a place outside of Australia) to the Addressee; or

(B) sent by email to the Addressee's email address; and

(v) is deemed to be received by the Addressee in accordance with clause 11.1(c).

(b) If:

(i) a party changes its address and fails to notify the other party of this change and the new address, delivery of Notices marked to the attention of the Addressee at that new address is deemed compliant with the notice obligations under this clause;

(ii) an individual named in clause 11.1 ceases to work in the role specified or ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative individual, delivery of notices marked to the attention of an individual in the same or equivalent role at that party is deemed compliant with the notice obligations under this clause; or

(iii) an individual associated with an email address listed in clause 11.1 ceases to work for the Addressee and the Addressee fails to notify the other party of an alternative email address, notices sent by email to a manager or equivalent level personnel at that party is deemed compliant with the notice obligations under this clause.

(c) Without limiting any other means by which the sender may be able to prove that a Notice has been received by the Addressee, a Notice is deemed to be received:

(i) if sent by hand, when delivered to the Addressee;

(ii) if sent by post, on the 6th Business Day after the date of posting, or if to or from a place outside Australia, on the 10th Business Day after the date of posting; or

(iii) if sent by email:

(A) when the sender receives an automated message confirming delivery; or

(B) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Addressee's time), it is deemed to be received at 9.00am on the following Business Day.

11.2 Notices sent by email

Notices sent by email need not be marked for attention in the way stated in clause 11.1. However, the email:

(a) must be sent to the email address set out in clause 11.1(a)(ii)) (or to any other email address a party notifies to the other under this clause; and

(b) must state the first and last name of the sender.

Notices sent by email are taken to be signed by the named sender.

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12 General

12.1 Choice of law (Governing law)

This deed is governed by the laws of Western Australia, Australia.

12.2 Choice of jurisdiction

Each party irrevocably and unconditionally submits to the *non-exclusive* jurisdiction of the courts of Western Australia, Australia, including, for the avoidance of doubt, the Federal Court of Australia sitting in Perth, Western Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.4 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.

12.5 Time of essence

Time is of the essence to this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia.

Company means Forrestania Resources Ltd (ACN 647 899 698).

Completion has the meaning given in the Share and Asset Purchase Agreement.

Corporations Act means *Corporations Act 2001* (Cth).

Dealing, in respect of any Escrowed Shares, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Escrowed Share;

(b) encumber or grant a security interest over such Escrowed Share or any legal, beneficial or economic interest in that Escrowed Share;

(c) grant or exercise an option in respect of such Escrowed Share;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Escrowed Share; or

(e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period commencing on issue of the Shares on Completion and ending on the Business Day occurring immediately after the date that is 18 months after Completion.

Escrowed Shares means [insert] Shares.

Financial Institution has the meaning given to that term in clause 4.3.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Minimum Sale Price has the meaning given in clause 7(a).

Related Entity has the meaning given in the Corporations Act.

Sale Interests has the meaning given in the Share and Asset Purchase Agreement.

Share and Asset Purchase Agreement means the document titled 'Share and Asset Purchase Agreement' between the Company and the Holder entered into on or around the date of this deed.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Trading Day means a trading day as defined in the ASX Listing Rules.

Trust has the meaning given in clause 5.2(a).

Trustee has the meaning given in clause 5.2(a).

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

   (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

   (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

   (iii) a party includes its agents, successors and permitted assigns;

   (iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Execution page

Executed as a deed.

Signed, sealed and delivered by **Forrestania Resources Ltd (ACN 647 899 698)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director	Signature of director/secretary
Name of director (print)	Name of director/secretary (print)

Signed, sealed and delivered by **Ramelius Resources Limited (ACN 001 717 540)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of director	Signature of director/secretary
Name of director (print)	Name of director/secretary (print)