

- (ii) the relevant circumstances have not been remedied within 10 Business Days from the time such notice is given (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date).

#### 14.2 Termination by OZ Minerals

OZ Minerals may terminate this deed, with immediate effect, at any time before Delivery Time by notice in writing to Cassini if:

- (a) in any circumstances (including where clause 7.2(a) applies), a Cassini Director:
  - (i) recommends, endorses or supports any Competing Proposal; or
  - (ii) withdraws, adversely changes or makes any public statement that is inconsistent with a Recommendation or Voting Intention;
- (b) at the time they were made, the Cassini Representations and Warranties were not true and accurate in all material respects, provided that:
  - (i) OZ Minerals has given written notice to Cassini setting out the relevant circumstances and stating an intention to terminate this deed or to allow the Acquisition Scheme to lapse;
  - (ii) the relevant breach or circumstances have not been remedied for 10 Business Days from the time such notice is given (or any shorter period ending at 5:00pm ending on the Business Day before the Second Court Date); and
  - (iii) the loss that would reasonably be expected to follow from the relevant breach of the Cassini Representations and Warranties is material in the context of the Acquisition Scheme taken as a whole;
- (c) in any circumstances, Cassini enters into any agreement or arrangement in relation to the implementation of a Competing Proposal; or
- (d) a Competing Proposal is announced, made, or becomes open for acceptance and the Third Party announcing or making the Competing Proposal (either alone or together with its Associates) acquires a Relevant Interest in more than 50% of all Cassini Shares and that Competing Proposal is (or has become) free from any defeating conditions.

#### 14.3 Termination by Cassini

Cassini may terminate this deed, with immediate effect, at any time before Delivery Time by notice in writing to OZ Minerals if:

- (a) all of a majority of the Cassini Board publicly withdraw or adversely change their Recommendation provided that:
  - (i) either of the events referred to in clause 7.2(a) has occurred; and
  - (ii) in a circumstance involving a Competing Proposal, Cassini has complied with clauses 8 and 9 to the extent applicable and in all material respects;
- (b) ASX refuses to grant, or informs one or both of Cassini and OZ Minerals that ASX will refuse to grant, official quotation on the ASX of any or all of the New OZ Minerals Shares;

- (c) at the time they were made, the OZ Minerals Representations and Warranties were not true and accurate in all material respects, provided that:
  - (i) Cassini has given written notice to OZ Minerals setting out the relevant circumstances and stating an intention to terminate this deed or to allow the Acquisition Scheme to lapse;
  - (ii) the relevant breach or circumstances have not been remedied for 10 Business Days from the time such notice is given (or any shorter period ending at 5.00pm ending on the Business Day before the Second Court Date); and
  - (iii) the aggregate loss to Cassini and Cassini Shareholders that would reasonably be expected to follow from the relevant breach of the OZ Minerals Representations and Warranties is material in the context of the Acquisition Scheme taken as a whole;
- (d) OZ Minerals is removed from the official list of ASX or ASX determines that will occur; or
- (e) an OZ Minerals Material Adverse Change occurs.

#### 14.4 Termination by written agreement

This deed may be terminated by the written agreement of the parties, on such terms as the parties agree.

#### 14.5 Effect of termination

If this deed is terminated in accordance with clause 3.4 or this clause 14, this deed will cease to have force and effect without any liability or obligation on the part of any party, except that:

- (a) this clause 14.5 and clauses 1, 9, 12, 15, 16, 17 and 18.5, and Schedule 1, will survive termination; and
- (b) each party will retain any rights and remedies that accrued prior to termination, including any rights and remedies in respect of any past breach of this deed or (if applicable) in respect of the breach giving rise to termination.

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## 15 Confidentiality

- (a) Each party acknowledges and agrees that nothing in this deed derogates from the rights and obligations of the OZ Minerals and the Cassini under the Confidentiality Deed, provided that this deed prevails to the extent of any inconsistency with the Confidentiality Deed.
- (b) The rights and obligations of the parties under the Confidentiality Deed survive termination of this deed.

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## 16 Duty, costs and expenses

### 16.1 Duty

OZ Minerals must pay all Duty and any related fines and penalties in respect of this deed, the Acquisition Scheme Deed Poll, the Acquisition Scheme and the steps to be taken under those documents or any transaction effected under those documents (but for the avoidance of doubt, excluding any Duty in relation to the Demerger Scheme and the Demerger Documents).

### 16.2 Costs and expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this deed and the proposed, attempted or actual implementation of the Acquisition Scheme.

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## 17 GST

- (a) In this clause 17, a word or expression defined in the GST Law has the meaning given to it in the GST Law.
- (b) If a party makes a supply under or in connection with this deed in respect of which GST is payable, the consideration for the supply but for the application of this clause 17(b) (**GST exclusive consideration**) is increased by an amount (**Additional GST amount**) equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.
- (c) If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by the amount equal to any input tax credit the other party, or the representative member of the GST group of which the other party is a member, is entitled to with respect to the loss, cost or expense, and then increased in accordance with clause 17(b) if such amount is consideration for a taxable supply made under or in connection with this deed.
- (d) A party need not make a payment of the Additional GST amount until it receives a tax invoice or adjustment note (as appropriate) for the supply to which the payment relates.

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## 18 General

### 18.1 Notices

- (a) A notice, consent, approval, waiver or other communication sent by a party under this deed (**Notice**) must be:
  - (i) in writing;
  - (ii) sent by an authorised representative of the sender; and
  - (iii) marked for the attention of the person named below,and must be:

- (iv) left at, or sent by commercial courier to, the address set out below; or
- (v) sent by email to the address set out below.

**OZ Minerals**

Attention: Robert Mancini, Head of Legal  
 Address: 2 Hamra Drive, Adelaide Airport, South Australia 5950  
 Email: Robert.Mancini@ozminerals.com

**Cassini**

Attention: Richard Bevan, Managing Director  
 Address: Ground Floor, 16 Ord Street, West Perth WA 6005  
 Email: richard@cassiniresources.com.au

- (b) Subject to clause 18.1(c), a Notice is taken to be received:
  - (i) if sent by delivery when it is delivered;
  - (ii) if sent by commercial courier, three days after dispatch (if within the same country) or on the fifth day after dispatch (if one country to another); or
  - (iii) if sent by email:
    - (A) when actually received if the sender is or becomes aware that the email was actually received by the recipient; or
    - (B) one hour after the recipient is informed (by phone call or otherwise) that the email has been sent, unless, before the expiration of that time, the sender receives an automated message that the email has not been delivered or the recipient informs the sender that the email has not been received,

whichever happens first.
- (c) If a Notice is taken to be received under clause 18.1(b):
  - (i) before 9.00am on a Business Day, it will be taken to be received at 9.00am on that Business Day; or
  - (ii) after 5.00pm on a Business Day or on a non-Business Day, it will be taken to be received at 9.00am on the next Business Day.

**18.2 No recourse**

- (a) Cassini covenants, acknowledges and agrees that, notwithstanding anything in this document to the contrary:
  - (i) no direct or indirect legal or beneficial owner of OZ Minerals or of any of its Affiliates shall have any liability or obligation in respect of this document or



with respect to any matter relating to the Cassini Group, the Acquisition Scheme or the Demerger Scheme (**Relevant Transactions**);

- (ii) no recourse under or in relation to the Relevant Transactions shall be made against any former, current or future trustee, director, officer, agent, representative, Affiliate, employee, general or limited partner, member, manager or shareholder of Cassini or its Affiliates, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law;
  - (iii) without limiting the generality of the foregoing (and for the avoidance of doubt), none of the partners, shareholders, members, directors, officers, employees, portfolio companies or Affiliates of the OZ Minerals Group or its Affiliates shall have any obligation under or in relation to the Relevant Transactions; and
  - (iv) no member of the Cassini Group shall make any Claim against any of the persons set forth in paragraphs (ii) and (iii) above.
- (b) Clause 18.2(a) does not apply to:
- (i) OZ Minerals in respect of any obligations imposed on it under this document, the Acquisition Scheme or the Acquisition Scheme Deed Poll; or
  - (ii) any rights the Cassini Group has under the Confidentiality Deed.

### **18.3 Governing law and jurisdiction**

- (a) This deed is governed by the laws of Western Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia and courts competent to hear appeals from those courts.

### **18.4 No representation or reliance**

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, except for the Representations and Warranties expressly set out in this deed and (to the maximum extent permitted by law) all other representations, warranties and conditions implied by statute or otherwise in relation to any matter relating to this deed, the circumstances surrounding the parties' entry into it and the transactions contemplated by it are expressly excluded.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other person, except for any the Representations and Warranties expressly set out in this deed.

### **18.5 Obligations to outside parties**

- (a) OZ Minerals holds the benefit of clauses 11.4 and 13.2(a) for itself and also as trustee or nominee for each OZ Minerals Indemnified Party.
- (b) Cassini holds the benefit of clauses 11.2, 13.1(a) and 14(a) for itself and also as trustee or nominee for each Cassini Indemnified Party.

#### **18.6 No merger**

The rights and obligations of the parties do not merge on the Acquisition Scheme becoming Effective or completion of the Transaction.

#### **18.7 Waivers and consents**

- (a) Failure to exercise or enforce, a delay in exercising or enforcing, or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed by any party does not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) Any waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.
- (d) Except where this deed expressly provides otherwise, where the consent of a party is required under this deed, such consent may be given or withheld in that party's absolute discretion.

#### **18.8 Variation**

This deed may only be varied by a document signed by or on behalf of each of the parties.

#### **18.9 Assignment**

A party may not assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior written consent of the other parties.

#### **18.10 Further action**

Each party must do all things and execute all further documents necessary to give full effect to this deed.

#### **18.11 Entire agreement**

Other than the Confidentiality Deed, this deed supersedes all previous agreements, understandings, negotiations or deeds in respect of its subject matter and embodies the entire agreement between the parties.

#### **18.12 Severability**

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction but only to the extent that it is void, unenforceable or illegal and provided that it will have full force and effect in any other jurisdiction. Where a provision (or any part thereof) is severed in a jurisdiction, the remainder of this deed will have full force and effect in that (and any other) jurisdiction.

This clause 18.12 does not apply to any severance that alters the basic nature of this deed or is contrary to public policy.

### 18.13 Counterparts

This deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

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## Schedule 1 Dictionary

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### 1 Dictionary

**Acquisition Scheme** means a members' scheme of arrangement under Part 5.1 of the Corporations Act between Cassini and the Acquisition Scheme Shareholders, in the form of Attachment B, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act.

**Acquisition Scheme Booklet** means the explanatory statement in respect of the Acquisition Scheme to be prepared by Cassini pursuant to section 412 of the Corporations Act and in accordance with clause 5.2(e), and to be despatched to Cassini Shareholders in accordance with clause 5.2(n), which will contain (among other things) the Independent Expert's Report (or a concise version of that report), a notice of meeting in respect of the Acquisition Scheme Meeting and a proxy form.

**Acquisition Scheme Consideration** means, the consideration to be provided by OZ Minerals to each Acquisition Scheme Shareholder for the transfer to OZ Minerals of each Acquisition Scheme Share, as determined in accordance with clause 4.2.

**Acquisition Scheme Deed Poll** means the deed poll to be entered into by OZ Minerals in respect of the provision of the New OZ Minerals Shares, in the form of Attachment C.

**Acquisition Scheme Meeting** means the meeting of Cassini Shareholders ordered by the Court to be convened at the First Court Hearing under section 411(1) of the Corporations Act for the purposes of considering the Acquisition Scheme.

**Acquisition Scheme Share** means a Cassini Share held by an Acquisition Scheme Shareholder as at the Record Date.

**Acquisition Scheme Shareholder** means a Cassini Shareholder (other than any member of OZ Minerals Group) as at the Record Date.

**Additional GST amount** has the meaning given in clause 17(d).

**Affiliate** means in respect of a person (**Primary Person**), a person:

- (a) controlled directly or indirectly by the Primary Person;
- (b) controlling directly or indirectly the Primary Person; or
- (c) directly or indirectly under the common Control of the Primary Person and another person or persons.

**Agreed Public Announcement** means a joint announcement by Cassini and OZ Minerals in a form agreed between OZ Minerals and Cassini prior to execution of this deed, to be released by each of OZ Minerals and Cassini pursuant to clause 6.1.

**ASIC** means the Australian Securities and Investments Commission.

**Associate** has the meaning given in section 12 of the Corporations Act as if section 12(1) of that Act included a reference to this deed and Cassini was the designated body.

**ASX** means ASX Limited (ABN 98 008 624 691) or, where the context requires, the financial market operated by it known as the "Australian Securities Exchange".



**ATO** means the Australian Taxation Office.

**Authorisation** means:

- (a) an approval, authorisation, consent, declaration, exemption, licence, notarisation, permit or waiver, however it is described, and including any condition attaching to it; and
- (b) in relation to anything that would be prohibited or restricted by law if a Government and Regulatory Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

**Bonus Issue** has the same meaning as defined in the Listing Rules.

**Business Day** has the meaning given in the Listing Rules.

**Capital Reduction** has the meaning given in the Demerger Scheme Implementation Deed and as set out at clause 4.4(a).

**Caspin** means Caspin Resources Limited ACN 641 813 587.

**Caspin Cash Amount** means \$500,000.

**Cassini Board** means the board of directors of Cassini.

**Cassini Break Fee** means \$760,000 (exclusive of GST).

**Cassini Director** means a director of Cassini.

**Cassini Disclosure Materials** means the information in relation to the Cassini Group disclosed in writing by or on behalf of Cassini to OZ Minerals and its Representatives prior to the date of this deed, including:

- (a) the documents and information contained in the online data room (**Online Data Room**) to which OZ Minerals and its Representatives were given access prior to the date of this deed, the index of which has been initialled by the parties for identification; and
- (b) any written answers to requests for further information made by OZ Minerals and its Representatives as contained in the Online Data Room.

**Cassini Group** means, collectively, Cassini and each of its Related Bodies Corporate.

**Cassini Indemnified Party** means a director, officer, employee or adviser of a member of the Cassini Group.

**Cassini Information** means all the information in an Acquisition Scheme Booklet other than the OZ Minerals Information and the Independent Expert's Report.

**Cassini Options** means the options to acquire Cassini Shares issued under the Incentive Plan set out in Schedule 2.

**Cassini Performance Rights** means the performance rights issued under the Incentive Plan set out in Schedule 2.

**Cassini Representations and Warranties** means the representations and warranties set out in clause 11.3.

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

**Cassini Shareholder** means a holder of one or more Cassini Shares, as shown in the Share Register.

**Claim** means in relation to a person, any claim, cause of action, proceeding, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or ascertained, actual or contingent.

**Competing Proposal** means any inquiry, offer, proposal or expression of interest, transaction or arrangement (including by way of takeover bid or scheme of arrangement), other than the Transaction, under which, if entered into or ultimately completed substantially in accordance with its terms, a person or two or more persons who are Associates (other than Oz Minerals or its Related Bodies Corporate) would directly or indirectly:

- (a) acquire a Relevant Interest in or become the holder of more than 15% of the issued share capital of Cassini;
- (b) acquire, obtain a right to acquire, or otherwise obtain an economic interest in 15% of the issued share capital of Cassini (including, without limitation, under any swap or other derivative arrangement);
- (c) acquire control of Cassini within the meaning of section 50AA of the Corporations Act, disregarding section 50AA(4) of that Act;
- (d) acquire, obtain a right (including an option) to acquire, or otherwise obtain an economic interest in, any minerals produced from the West Musgrave Project (including, without limitation, under an offtake, streaming, royalty or similar arrangement); or
- (e) merge with Cassini or any of its controlled entities, whether by takeover bid, scheme of arrangement, shareholder approved acquisition, capital reduction, share buy-back or repurchase or exchange, sale or purchase of assets or businesses, joint venture, reverse takeover, dual-listed company structure, recapitalisation, establishment of a new holding entity for Cassini or other synthetic merger or any other transaction or arrangement,

but excluding, for the avoidance of doubt, the Restructure.

**Condition Precedent** means a condition set out in clause 3.1.

**Confidentiality Deed** means the confidentiality deed between the parties in relation to the Transaction, dated 4 June 2020.

**Consultation Notice** has the meaning given in clause 3.5(a).

**Contingent Payment Deed** means the deed between Caspin and OZ Minerals dated on or around the date of this deed in relation to certain contingent, deferred payments which may be made by OZ Minerals to Caspin.

**Control** has the meaning given in section 50AA of the Corporations Act.

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

**Corporations Regulations** means the *Corporations Regulations 2001* (Cth).

**Court** means the Supreme Court of Western Australia or such other court of competent jurisdiction under the Corporations Act as agreed in writing between OZ Minerals and Cassini.

**Court Documents** means the documents required for the purposes of a Court Hearing, including (as applicable) originating process, affidavits, submissions and draft minutes of Court orders.

**Court Hearing** means the First Court Hearing or Second Court Hearing (as applicable), and **Court Hearings** means both of them.

**Delivery Time** means, in relation to the Second Court Date, two (2) hours before the commencement of the hearing or if the hearing is adjourned before consideration of any substantive matters, the commencement of the adjourned hearing at which substantive matters are considered, of the court to approve the Acquisition Scheme in accordance with section 411(4)(b) of the Corporations Act is due to commence.

**Demerged Assets and Liabilities** means the Caspin Assets and the Caspin Liabilities (as such terms are defined in the Demerger Deed) which will be held (directly or indirectly) by Caspin immediately prior to the implementation of the Demerger Scheme.

**Demerger Capital Reduction Cash Amount** has the meaning given in the Demerger Scheme Implementation Deed.

**Demerger Deed** means the deed between Cassini and Caspin which sets out the process for the Restructure and the orderly separation of Caspin from the Cassini Group as an independent publicly listed company.

**Demerger Documents** means:

- (a) the Demerger Scheme Implementation Deed;
- (b) the Demerger Scheme;
- (c) the Demerger Scheme Deed Poll;
- (d) the Demerger Deed;
- (e) the documents contemplated by the Demerger Deed as required to effect the Restructure; and
- (f) any other document which is necessary or desirable to be entered into between Cassini and a member of the Cassini Group in relation to the Demerger Scheme,

for (a) to (e), in agreed form as at the date of this deed and as initialled by or on behalf of OZ Minerals and Cassini, in each case for the purposes of identification, and any amendments to such documents as consented to in writing by OZ Minerals (such consent not to be unreasonably withheld).

**Demerger Entities** has the same meaning as in the Demerger Deed.

**Demerger Scheme** means the members' scheme of arrangement under Part 5.1 of the Corporations Act between Cassini and the Demerger Scheme Shareholders (as defined in the Demerger Scheme Implementation Deed) pursuant to which Cassini will demerge Caspin by applying the Capital Reduction, on behalf of Demerger Scheme Shareholders,



as consideration for the transfer to those shareholders of the New Caspin Shares (as defined in the Demerger Scheme Implementation Deed), in the form attached to the Demerger Scheme Implementation Deed, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act.

**Demerger Scheme Deed Poll** means the deed poll to be entered into by Cassini in respect of the provision of the Demerger Scheme in the form attached to the Demerger Scheme Implementation Deed.

**Demerger Scheme Implementation Deed** means the demerger scheme implementation deed between Cassini and Caspin.

**Demerger Scheme Meeting** means the meeting of Cassini Shareholders ordered by the Court at the First Court Hearing to be convened under section 411(1) of the Corporations Act for the purposes of considering the Demerger Scheme.

**Effective** means the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act, in relation to the Acquisition Scheme.

**Effective Date** means the date on which the Acquisition Scheme becomes Effective.

**Encumbrance** means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any Security Interest.

**End Date** means the date that is 6 months after the date of this deed or such later date as OZ Minerals and Cassini agree in writing.

**Exclusivity Period** means the period from the date of this deed to the earlier of:

- (a) the termination of this deed under clause 14;
- (b) the Implementation Date; and
- (c) the End Date.

**Fairly Disclosed** means any information disclosed in writing by or on behalf of a party in sufficient detail and with sufficient specificity so as to enable a reasonable and sophisticated recipient of the relevant information who is experienced in transactions similar to the Transaction in the mining industry aware of the nature of the matter concerned and the fact it may have financial, operational or other consequences and be capable of properly assessing those consequences.

**First Court Date** means the first day on which an application made to the Court for orders under section 411(1) of the Corporations Act directing Cassini to convene the Acquisition Scheme Meeting is heard (or if the application is adjourned before consideration of any substantive matters, the first day on which the adjourned application is heard and substantive matters are considered) with such hearing being the **First Court Hearing**.

**General Meeting** means the meeting of Cassini Shareholders to be convened for the purposes of considering the Capital Reduction.

**Government and Regulatory Agency** means any foreign or Australian government or governmental, semi-governmental, administrative, fiscal, statutory or judicial body,



department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian (including ASIC and the Takeovers Panel). It also includes ASX and any self-regulatory organisation established under statute or otherwise discharging substantially public or regulatory functions.

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

**GST exclusive consideration** has the meaning given in clause 17(b).

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

**Headcount Test** means the requirement under section 411(4)(a)(ii)(A) of the Corporations Act that the resolution to approve the Acquisition Scheme or the Demerger Scheme at the Acquisition Scheme Meeting or the Demerger Scheme Meeting is passed by a majority in number of Cassini Shareholders present and voting, either in person or by proxy.

**Implementation Date** means the fifth Business Day after the Record Date or such other day as the parties agree in writing.

**Incentive Plan** means the Incentive Performance Rights and Options Plan as approved by Cassini Shareholders on 29 November 2018.

**Independent Expert** means the independent expert to be appointed by Cassini to prepare the Independent Expert's Report in accordance with clause 5.2(b).

**Independent Expert's Report** means the report in respect of the Acquisition Scheme to be prepared and issued by the Independent Expert for inclusion in the Acquisition Scheme Booklet.

**Ineligible Foreign Shareholder** means an Acquisition Scheme Shareholder whose address in the register of Cassini Shareholders is in a jurisdiction outside Australia and its external territories, New Zealand, Hong Kong, Singapore, Malaysia and the People's Republic of China and any other jurisdiction in respect of which OZ Minerals reasonably believes that it is not prohibited and not unduly onerous or impractical to implement this Acquisition Scheme and to issue New OZ Minerals Shares to an Acquisition Scheme Shareholder with a Registered Address in such jurisdiction.

**Insolvency Event** means, in relation to any entity:

- (a) the entity resolving that it be wound up or a court making an order for the winding up or dissolution of the entity;
- (b) a liquidator, provisional liquidator, administrator, receiver, receiver and manager or other insolvency official being appointed to the entity or in relation to the whole, or a substantial part, of its assets;
- (c) the entity executing a deed of company arrangement;
- (d) the entity is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act (or, if appropriate, legislation of its place of incorporation) or is otherwise presumed to be insolvent under the Corporations Act

unless the entity has, or has access to, committed financial support from its parent entity such that it is able to pay its debts; or

- (e) the entity being deregistered as a company or otherwise dissolved.

**In The Money Options** means:

- (a) the 5,000,000 Cassini Options with an issue price of \$0.15 and an expiry date of 12 April 2022; and
- (b) the 6,072,302 Cassini Options with an issue price of \$0.1235 and an expiry date of 10 June 2022.

**Joint Venture Agreements** means the Farmin and Joint Venture Agreement – West Musgrave Project between OZ Exploration Pty Ltd, OZ Minerals, Wirraway Metals & Mining Pty Ltd and Cassini dated 12 October 2016, as subsequently amended from time to time.

**Key Tenements** means the Tenements on which any part of the Nebo-Babel and Succoth deposits are located.

**Listing Rules** means the official listing rules of ASX.

**Material Adverse Change** means one or more changes, events, circumstances, occurrences or matters that occur, are announced, are disclosed or otherwise becomes known to OZ Minerals (whether it becomes public or not) which (whether individually or when aggregated with all such changes, events, circumstances, occurrences or matters) has had or is reasonably likely to have to the effect of:

- (a) Cassini, or any member of the Cassini Group:
  - (i) ceasing to have legal or beneficial title (or the ability to enjoy access consistent with prior practice) to any Key Tenement; or
  - (ii) breaching any of the terms and conditions, laws or regulations to which a Key Tenement is subject; and
- (b) Cassini, or any member of the Cassini Group:
  - (i) ceasing to have legal or beneficial title (or the ability to enjoy access consistent with prior practice) to any non-Key Tenement; or
  - (ii) breaching any of the terms and conditions, laws or regulations to which a non-Key Tenement is subject,

where this would have, or could reasonably be expected to have, a material impact on the West Musgrave Project;

- (c) any Key Tenement becoming subject to cancellation, revocation, forfeiture or surrender;
- (d) any non-Key Tenement becoming subject to cancellation, revocation, forfeiture or surrender, where this would have, or could reasonably be expected to have, a material impact on the West Musgrave Project; or
- (e) the Cassini Group, or any member of the Cassini Group, being the subject of a Claim (which is not wholly included in the Demerger Assets and Liabilities) which

has, or is reasonably likely to lead to, liability, loss or damages of more than \$2.5 million to the Cassini Group,

in each case other than matters, events or circumstances:

- (a) expressly required or permitted by this deed, the Acquisition Scheme or the Demerger Documents;
- (b) fairly disclosed to OZ Minerals, ASIC or ASX within three years prior to the date of this deed;
- (c) which arise from changes in interest rates, commodity prices or currency exchange rates;
- (d) which are known by OZ Minerals as at the date of this deed;
- (e) arising as a result of any change in law or governmental policy applicable to any member of the Cassini Group;
- (f) which arise as a consequence of COVID-19;
- (f) arising out of any action or inaction by OZ Minerals which amounts to a breach of the Joint Venture Agreement;
- (g) arising out of any action taken by, or under the instruction of, the OZ Minerals Group in relation to the West Musgrave Project; or
- (h) that occur with the written consent of OZ Minerals.

**Material Agreement** means any agreement relating to the West Musgrave Project.

**New OZ Minerals Shares** means the OZ Minerals Shares to be issued to Acquisition Scheme Shareholders under the Acquisition Scheme.

**Nominee** means the person chosen by the OZ Minerals and Cassini and approved by ASIC to sell the New OZ Minerals Shares that are attributable to Ineligible Foreign Shareholders and Small Shareholders under the terms of the Acquisition Scheme (or any nominee of such person).

**Non-Public Information** has the meaning given in clause 8.1(b)(ii).

**Notice** has the meaning given in clause 18.1(a).

**Out Of The Money Options** means the 5,000,000 Cassini Options with an issue price of \$0.20 and an expiry date of 12 April 2022.

**OZ Minerals Break Fee** means \$760,000 (exclusive of GST).

**OZ Minerals Group** means, collectively, OZ Minerals and each of its Related Bodies Corporate.

**OZ Minerals Indemnified Party** means a director, officer, employee or adviser of a member of the OZ Minerals Group.

**OZ Minerals Information** means information regarding the OZ Minerals Group provided by or on behalf of OZ Minerals to Cassini or its Representatives in writing for inclusion in the Acquisition Scheme Booklet.

**OZ Minerals Material Adverse Change** means one or more changes, events, circumstances, occurrences or matters that occur, are announced, are disclosed or otherwise becomes known to Cassini (whether it becomes public or not) which (whether individually or when aggregated with all such changes, events, circumstances, occurrences or matters) has had or is reasonably likely to have to the effect of:

- (a) reducing the consolidated net assets of the OZ Minerals Group by \$450 million; or
- (b) the OZ Minerals Group being unable to carry on its business in substantially the same manner as carried on at the date of this deed,

in each case other than matters, events or circumstances:

- (c) fairly disclosed to the other party, ASX or ASIC within three years prior to the date of this deed;
- (d) which arise from changes in interest rates, commodity prices or currency exchange rates;
- (e) which arise as a consequence of COVID-19 in relation to the operations of the OZ Minerals Group in Brazil;
- (f) which are known by Cassini as at the date of this deed;
- (g) arising as a result of any change in law or governmental policy applicable to the relevant party;
- (h) arising out of any action or inaction by Cassini which amounts to a breach of the Joint Venture Agreement;
- (i) that occur with the written consent of Cassini.

**OZ Minerals Nominee** has the meaning given in clause 2.2(a).

**OZ Minerals Representations and Warranties** means the representations and warranties by OZ Minerals set out in clause 11.1.

**OZ Minerals Share** means a fully paid ordinary share in the capital of OZ Minerals.

**Prescribed Occurrence** means the occurrence of any of the following:

- (a) Cassini converting all or any of its shares into a larger or smaller number of shares;
- (b) any member of the Cassini Group resolving to reduce its share capital in any way or reclassifying, or redeeming any of its shares;
- (c) any member of the Cassini Group:
  - (i) entering into a buy-back agreement; or
  - (ii) resolving to approve the terms of a buy-back agreement under the Corporations Act;
- (d) any member of the Cassini Group issuing shares, or granting a performance right or an option over its shares, or agreeing to make such an issue or grant such a performance right or an option, other than an issue of shares upon the exercise of Cassini Options or conversion of Cassini Performance Rights;



- (e) any member of the Cassini Group issuing or agreeing to issue securities convertible into shares;
- (f) any member of the Cassini Group making, determining as payable or declaring any distribution (whether by way of dividend, capital reduction or otherwise and whether cash or in specie);
- (g) any member of the Cassini Group disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
- (h) any member of the Cassini Group ceasing, or threatening to cease, the whole or a material part of its business;
- (i) any member of the Cassini Group creating, granting or agreeing to any Encumbrance over any of the assets of any member of the Cassini Group, other than a lien which arises by operation of law, legislation or arises in the ordinary course of the Cassini Group's business;
- (j) any member of the Cassini Group resolving that it be wound up or the making of an application or order for the insolvent winding up or dissolution of a member of the Cassini Group other than where the application or order (as the case may be) is set aside within 14 days;
- (k) a liquidator or provisional liquidator of a member of the Cassini Group being appointed;
- (l) a court making an order for the winding up of a member of the Cassini Group;
- (m) an administrator of a member of the Cassini Group being appointed under the Corporations Act;
- (n) any member of the Cassini Group is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act or is otherwise presumed to be insolvent under the Corporations Act unless that company has, or has access to, committed financial support from a parent entity such that it is able to pay its debts;
- (o) a member of the Cassini Group making any change to its constitution;
- (p) any member of the Cassini Group executing a deed of company arrangement;
- (q) a receiver, or a receiver and manager, being appointed in relation to the whole, or a substantial part, of the property of a member of the Cassini Group;
- (r) any member of the Cassini Group (**Relevant Member**) being deregistered as a company, or otherwise dissolved, other than where the criteria in section 601AA(2) of the Corporations Act are satisfied in relation to the Relevant Member (whether or not the Corporations Act applies to the deregistration or dissolution);
- (s) any member of the Cassini Group making or agreeing to make, any loan or advance, or entering into any financing arrangement, agreement or instrument with a person other than a member of the Cassini Group, or amending the terms of any existing financing arrangement, agreement or instrument with a person other than a member of the Cassini Group, in each case other than in the ordinary course of business or pursuant to its credit facilities in existence as at the date of this deed;

- (t) in respect of any financing arrangement, agreement or instrument that any member of the Cassini Group has with a person other than a member of the Cassini Group, any member of the Cassini Group:
  - (i) breaches any covenant which is not remedied in accordance with the relevant cure rights under the arrangement, agreement or instrument;
  - (ii) relies on any waiver or amendment to avoid a potential breach of any covenant;
  - (iii) allows an event of default, or potential event of default, to occur, which is not remedied in accordance with the relevant cure rights under the arrangement, agreement or instrument;
  - (iv) allows an obligation to pay any amount to be accelerated other than to prevent an event referred to in paragraph (ii) or (iii) above from occurring; or
  - (v) permanently reduces the amount of debt ahead of a maturity date;
- (u) any member of the Cassini Group entering into any agreement, arrangement or transaction with respect to derivative instruments (including swaps, future contracts, future commitments, commodity derivatives or options);
- (v) any member of the Cassini Group makes any material change to its accounting policies, other than to the extent required by law or applicable accounting standards;
- (w) any member of the Cassini Group waives, forgives, settles or compromises Claims that it has against any other person between the date of this deed and the Implementation Date with an aggregate value in excess of \$250,000;
- (x) Cassini is delisted or is subject to suspension from quotation for five or more Trading Days, other than due to, or as a result of, any action taken by any member of the Cassini Group; or
- (y) any member of the Cassini Group authorises, procures or commits or agrees to do any of the matters set out above,

but does not include any occurrence:

- (z) expressly required or permitted by this deed, the Demerger Documents the Acquisition Scheme or the transactions contemplated by either;
- (aa) Fairly Disclosed to OZ Minerals in the Cassini Disclosure Materials;
- (bb) Fairly Disclosed by Cassini in an announcement to or filing with ASX, or in a document lodged by Cassini with ASIC that is publicly available, in each case prior to the date of this deed; or
- (cc) consented to in writing by OZ Minerals.

**Recommendation** has the meaning given in clause 7.2(a)(i).

**Record Date** means 7.00pm on the second Business Day after the Effective Date.

**Registered Address** means, in relation to an Acquisition Scheme Shareholder, the address of the Acquisition Scheme Shareholder shown in the Share Register.

**Regulator's Draft** has the meaning given in clause 5.2(h)(i).

**Related Body Corporate** has the meaning given in section 50 of the Corporations Act.

**Relevant Interest** has the meaning given in sections 608 and 609 of the Corporations Act.

**Representation and Warranty** means an OZ Minerals Representation and Warranty or Cassini Representation and Warranty.

**Representative** means, in respect of a party, an employee, agent, officer, director, adviser or financier of that party (or of a Related Body Corporate of that party), and, in the case of advisers and financiers, includes employees, officers and agents of the adviser or financier (as applicable).

**Restructure** has the meaning given by clause 5.10.

**Retained Assets and Liabilities** means all the assets and liabilities of any member of the Cassini Group, except the Demerged Assets and Liabilities.

**RG 112** means Regulatory Guide 112 issued by ASIC and any Regulatory Guide issued by ASIC that replaces that Guide.

**RG 60** means Regulatory Guide 60 issued by ASIC and any Regulatory Guide issued by ASIC that replaces that Guide.

**Rights Issue** has the same meaning as defined in the Corporations Act.

**Second Court Date** means the first day on which an application made to the Court for orders under section 411(4)(b) of the Corporations Act approving the Acquisition Scheme is heard (or if the application is adjourned before consideration of any substantive matters, the first day on which the adjourned application is heard and substantive matters are considered), with such hearing being the **Second Court Hearing**.

**Security Interest** has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

**Share Register** means the register of Cassini Shareholders maintained in accordance with the Corporations Act.

**Share Splitting** means the conversion of a parcel of Cassini Shares, which would otherwise have been voted as a single parcel, into two or more parcels of Cassini Shares for voting (and possibly other) purposes where the conversion may, but need not, result from a change of legal or beneficial ownership of the Cassini Shares. Examples of Share Splitting include transfer of some Cassini Shares from a holding in a single name into joint names and the declaration of a trust over some Cassini Shares in a holding not previously held on trust.

**Small Shareholder** means an Acquisition Scheme Shareholder (not being an Ineligible Foreign Shareholder) who, based on their holding of Acquisition Scheme Shares on the Record Date, would, on implementation of the Acquisition Scheme, be entitled to receive less than a marketable parcel of New OZ Minerals Shares (assessed by reference to the last traded price of OZ Minerals shares on ASX on the trading day prior to the Record Date) as Acquisition Scheme Consideration.

**Subsidiary** has the meaning given to that term in Division 6 of Part 1.2 of the Corporations Act.



**Superior Proposal** means a bona fide Competing Proposal which in the opinion of a majority of members of the Cassini Board in order to satisfy what they consider to be their fiduciary or statutory duties (after having received advice from their external legal and financial advisers):

- (a) is capable of being completed in accordance with its terms, taking into account all financial, regulatory and other aspects of the proposal, including the ability of the proposing party to consummate the transactions contemplated by the Competing Proposal; and
- (b) would, if completed substantially in accordance with its terms, be reasonably likely to result in a transaction more favourable to Cassini Shareholders as a whole than the Transaction, taking into account all of the terms and conditions of the Competing Proposal, including consideration, conditionality, funding, certainty and timing.

**Takeovers Panel** means the Takeovers Panel constituted under the *Australian Securities and Investments Commission Act 2001* (Cth).

**Tenements** means the tenements that form part of the West Musgrave Project as defined in the Joint Venture Agreement.

**Terminating Party** has the meaning given in clause 3.4.

**Termination Event** has the meaning given in clause 3.4.

**Termination Notice** has the meaning given in clause 3.4.

**Third Party** means a person other than OZ Minerals and its Associates.

**Timetable** means the indicative timetable for the implementation of the Transaction set out in Attachment A, subject to any modifications as the parties agree in writing.

**Trading Day** has the meaning given in the Listing Rules.

**Transaction** means the Acquisition Scheme, Demerger Scheme and the Capital Reduction.

**Transaction Costs** means any of the following costs reasonably incurred (following consideration by the Transaction Implementation Committee) by Cassini in relation to the Transaction:

- (a) printing and postal costs and expenses for the dispatch of the Acquisition Scheme Booklet and demerger scheme booklet;
- (b) legal costs and expenses, including counsel fees, in connection with the Transaction;
- (c) costs and expenses of the Independent Expert and any technical expert appointed in connection with the Transaction;
- (d) costs and premium associated with any run-off insurance put in place before the Implementation Date; and
- (e) costs and expenses of Cassini's tax advisers.

**Transaction Implementation Committee** means a committee to be made up of:



- (a) Richard Bevan;
- (b) Steven Wood;
- (c) Mark Irwin; and
- (d) David Gallery,

and such other persons as the parties may agree from time to time.

**Transaction Meetings** means the Demerger Scheme Meeting, the Acquisition Scheme Meeting and the General Meeting, together, and **Transaction Meeting** means any one of them, as the context requires.

**Voting Intention** has the meaning given in clause 7.1(b).

**West Musgrave Project** means any resource exploration, development or mining project within the area of the Tenements and includes, but is not limited to, the project the subject of the Joint Venture Agreement.

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## 2 Interpretation

In this deed, the following rules of interpretation apply unless the contrary intention appears.

- (a) Headings and notes 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 "include", "including", "such as", "to avoid doubt" and other expressions with similar meanings are not words of limitation and do not limit what else might be included.
- (f) A person who becomes entitled to do a thing will continue to be regarded as entitled to do the thing after the person has done the thing.
- (g) A reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate or entity (as that term is defined in section 64A of the Corporations Act);
  - (ii) a thing (including a chose in action or other right) includes a part of that thing;
  - (iii) a party includes its 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 a party, schedule or attachment to, this deed (as applicable);
- (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 or rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
- (viii) an agreement (other than this deed) includes an undertaking or legally enforceable arrangement or understanding (whether or not in writing);
- (ix) a time period specified by reference to:
  - (A) two dates (such as, "from the 4<sup>th</sup> to 6<sup>th</sup> of August" or from "Monday to Wednesday"), includes the date referred to as that on which the period begins and the date referred to as that on which the period ends;
  - (B) a period of time before or after a date not clearly including that date (such as, "a week before the 4<sup>th</sup> of August" or "a month from the 6<sup>th</sup> of August"), excludes the date specified; and
  - (C) a period of time ending on or starting on a date (such as, "a week ending on the 4<sup>th</sup> of August" or "a month starting on the 6<sup>th</sup> of August"), includes the date specified; and
- (x) a monetary amount is in Australian dollars;
- (h) An agreement on the part of two or more persons binds and benefits them jointly and severally.
- (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 time of day is:
  - (i) for the purposes of giving or receiving Notice, the time of day where the party receiving 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) 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.

## Schedule 2 Cassini capital structure

Class of shares, performance rights or options	Number of shares, performance rights or options
<b>Securities quoted on ASX</b>	
Fully paid ordinary shares	427,757,093
<b>Securities not quoted on ASX</b>	
Unlisted options <i>Issue price: A\$0.15</i> <i>Expiry date: 12 April 2022</i>	5,000,000
Unlisted options <i>Issue price: A\$0.20</i> <i>Expiry date: 12 April 2022</i>	5,000,000
Unlisted options <i>Issue price: A\$0.1235</i> <i>Expiry date: 10 June 2022</i>	6,072,302
Performance rights	2,751,757

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## Execution page

### Executed as a deed.

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Signed, sealed and delivered by **OZ Minerals Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

[Signed]

[Signed]

Signature of director

Signature of ~~director~~/secretary

Andrew Cole

Michelle Pole

Name of director (print)

Name of ~~director~~/secretary (print)

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Signed, sealed and delivered by **Cassini Resources Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

[Signed]

[Signed]

Signature of director

Signature of ~~director~~/secretary

Richard Gwynn Bevan

Steven D. Wood

Name of director (print)

Name of ~~director~~/secretary (print)



## Attachment A Timetable

Event	Target Date
Release of Agreed Public Announcement	Monday 22 June 2020
Regulator's Draft provided to ASIC and ASX	Friday 24 July 2020
First Court Hearing	Wednesday 12 August 2020
Acquisition Scheme Booklet registered by ASIC and released on ASX	Friday 14 August 2020
Despatch of Acquisition Scheme Booklet to Cassini Shareholders	Wednesday 19 August 2020
Transaction Meetings	Monday 21 September 2020
Second Court Hearing	Wednesday 23 September 2020
Effective Date	Thursday 24 September 2020
Last date for trading in Cassini Shares on ASX	Thursday 24 September 2020
Record Date	Monday 28 September 2020
Demerger Scheme Implementation Date	Monday 5 October 2020
Implementation Date	Monday 5 October 2020
Delisting of Cassini from ASX	Tuesday 6 October 2020
End Date	Tuesday 22 December 2020

The parties acknowledge that the above timetable has been prepared on the basis of the parties' best estimate of the timing of key events for the Acquisition Scheme, and that certain events may be delayed for reasons outside of the control of the parties, such as:

- (a) the period of consideration by ASIC of the draft Acquisition Scheme Booklet;
- (b) the Court hearing to obtain orders to convene the Acquisition Scheme Meeting may occur after the time specified in the above timetable; and
- (c) the Court hearing to obtain orders approving the Acquisition Scheme may occur after the time specified in the above timetable.

In the case of any delay, the parties will endeavour in good faith to agree to a substitute timetable (to the extent possible, with the same relative timing between events), while having regard to (amongst other things) the desire of each party to implement the Acquisition Scheme as soon as is practicable.

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**Attachment B   Acquisition Scheme**

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**Attachment C   Acquisition Scheme Deed Poll**

## ANNEXURE 3: – ACQUISITION SCHEME

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### **Scheme of arrangement**

#### **Cassini Resources Limited**

Each person registered as a holder of fully paid ordinary shares in Cassini as at the Record Date



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## Contents

	Page
1 Defined terms and interpretation	1
2 Preliminary matters	1
3 OZ Minerals Nominee	2
4 Conditions	2
5 The Acquisition Scheme	3
6 Implementation of the Acquisition Scheme	4
7 Acquisition Scheme Consideration	4
8 Dealings in Cassini Shares	10
9 Quotation of Cassini Shares	11
10 General Acquisition Scheme provisions	11
11 General	13
Schedule 1 Dictionary	15

Date:

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## Parties

- 1 **Cassini Resources Limited** ACN 149 789 337 of Ground Floor, 16 Ord Street, West Perth WA 6005 (**Cassini**)
- 2 Each person registered as a holder of fully paid ordinary shares in Cassini as at the Record Date (**Acquisition Scheme Shareholders**)

**The parties agree**

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## 1 Defined terms and interpretation

### 1.1 Defined terms

A term or expression starting with a capital letter which is defined in the dictionary in Schedule 1 has the meaning given to it in the dictionary.

### 1.2 Interpretation

The interpretation clause in Schedule 1 sets out rules of interpretation for this deed.

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## 2 Preliminary matters

- (a) Cassini is an Australian public company limited by shares and has been admitted to the official list of ASX. Cassini Shares are quoted for trading on the ASX.
- (b) OZ Minerals is an Australian public company limited by shares and has been admitted to the official list of ASX.
- (c) On 21 June 2020 OZ Minerals and Cassini entered into the Scheme Implementation Deed in respect of (among other things) the implementation of this Acquisition Scheme.
- (d) If this Acquisition Scheme becomes Effective:
  - (i) all the Acquisition Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, will be transferred to OZ Minerals and Cassini will enter the name of OZ Minerals in the Share Register in respect of all the Acquisition Scheme Shares;
  - (ii) in consideration for the transfer, OZ Minerals will issue the Acquisition Scheme Consideration to the Acquisition Scheme Shareholders in accordance with this Acquisition Scheme and the Deed Poll; and
  - (iii) OZ Minerals will ensure that the New OZ Minerals Shares to be issued as Acquisition Scheme Consideration will be validly issued, fully paid and rank equally with OZ Minerals' other issued ordinary shares from their date of issue.
- (e) This Acquisition Scheme attributes actions to OZ Minerals but does not itself impose any obligations on OZ Minerals to perform those actions. By executing the Deed Poll, OZ Minerals has agreed to perform the actions attributed to it under this Acquisition Scheme.

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### 3 OZ Minerals Nominee

- (a) OZ Minerals may nominate any wholly-owned Subsidiary of OZ Minerals (**OZ Minerals Nominee**) to acquire the Acquisition Scheme Shares under the Acquisition Scheme by giving written notice to Cassini on or before the date that is 10 Business Days before the First Court Date.
- (b) If OZ Minerals nominates the OZ Minerals Nominee to acquire the Acquisition Scheme Shares under the Acquisition Scheme, then:
  - (i) references in this Acquisition Scheme to OZ Minerals acquiring the Acquisition Scheme Shares under the Acquisition Scheme are to be read as references to the OZ Minerals Nominee doing so;
  - (ii) other references in this Acquisition Scheme to OZ Minerals are to be read as references to OZ Minerals or the OZ Minerals Nominee, as the context requires; and
  - (iii) any such nomination will not relieve OZ Minerals of its obligations under the Acquisition Scheme, the Scheme Implementation Deed or the Deed Poll, including the obligation to issue the New OZ Minerals Shares in accordance with the terms of this Acquisition Scheme.

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### 4 Conditions

#### 4.1 Conditions precedent to the Acquisition Scheme

This Acquisition Scheme is conditional on, and will not become Effective until and unless, the following conditions precedent are satisfied:

- (a) as at the Delivery Time, all the conditions set out in clause 3.1 of the Scheme Implementation Deed (other than the conditions in clauses 3.1(d), 3.1(e), 3.1(f) and 3.1(g) of the Scheme Implementation Deed) have been satisfied or waived in accordance with the terms of the Scheme Implementation Deed;
- (b) as at the Delivery Time, neither the Scheme Implementation Deed nor the Deed Poll are terminated in accordance with their terms;
- (c) this Acquisition Scheme is approved by the Court under section 411(4)(b) of the Corporations Act unconditionally or with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act as are acceptable to OZ Minerals and Cassini in accordance with clause 10.1;
- (d) the Demerger Scheme is approved by the Court under section 411(4)(b) of the Corporations Act unconditionally or with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act as are acceptable to OZ Minerals and Cassini in accordance with clause 10.1;
- (e) subject to clause 10.1, such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Acquisition Scheme or the Demerger Scheme as are acceptable to Cassini and OZ Minerals are satisfied;
- (f) the order of the Court made under section 411(4)(b) of the Corporations Act approving this Acquisition Scheme comes into effect pursuant to section 411(10) of the Corporations Act; and

- (g) the order of the Court made under section 411(4)(b) of the Corporations Act approving the Demerger Scheme comes into effect pursuant to section 411(1) of the Corporations Act.

#### **4.2 Certificates**

- (a) Each of Cassini and OZ Minerals will provide a certificate to the Court at the Second Court Hearing confirming (in respect of matters within their knowledge) whether or not:
  - (i) the conditions precedent in clause 3.1 of the Scheme Implementation Deed (other than the conditions in clauses 3.1(d), 3.1(e), 3.1(f) and 3.1(g) of the Scheme Implementation Deed) have been satisfied or waived in accordance with the terms of the Scheme Implementation Deed; and
  - (ii) the condition in clause 4.1(b) of this Acquisition Scheme has been satisfied,in each case as at the Delivery Time.
- (b) The certificates given by the Cassini and OZ Minerals constitute conclusive evidence that:
  - (i) the conditions precedent in clause 3.1 of the Scheme Implementation Deed (other than the conditions in clauses 3.1(d), 3.1(e), 3.1(f) and 3.1(g) of the Scheme Implementation Deed) have been satisfied or waived in accordance with the terms of the Scheme Implementation Deed; and
  - (ii) the condition in clause 4.1(b) of this Acquisition Scheme has been satisfied,in each case as at the Delivery Time.

#### **4.3 Waiver**

Except to the extent a condition precedent provides otherwise, the conditions precedent cannot be waived.

#### **4.4 Termination**

Without limiting any rights under the Scheme Implementation Deed, if one or both of the Scheme Implementation Deed or the Deed Poll is terminated in accordance with their respective terms before the Acquisition Scheme becomes Effective, Cassini is released from any further obligation to take steps to implement the Acquisition Scheme and any liability with respect to this Acquisition Scheme.

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## **5 The Acquisition Scheme**

### **5.1 Effective Date**

Subject to clause 4, this Acquisition Scheme takes effect for all purposes on the Effective Date.

### **5.2 Termination**

Without limiting any rights under the Scheme Implementation Deed, this Acquisition Scheme will lapse and be of no further force or effect if:



- (a) the Effective Date does not occur on or before the End Date; or
  - (b) the Scheme Implementation Deed or the Deed Poll are terminated in accordance with their respective terms,
- unless OZ Minerals and Cassini otherwise agree in writing (and if required, as approved by the Court).

---

## 6 Implementation of the Acquisition Scheme

### 6.1 Lodgement of Court orders with ASIC

For the purposes of section 411(10) of the Corporations Act, Cassini must promptly lodge with ASIC an office copy of the order made by the Court under section 411(4)(b) of the Corporations Act approving this Acquisition Scheme, and in any event by no later than 5:00pm on the Business Day following the day on which such office copy is received by Cassini.

### 6.2 Transfer of Acquisition Scheme Shares

Subject to this Acquisition Scheme becoming Effective, at 10:00am on the Implementation Date, or as near as practicable thereafter:

- (a) subject to the provision of the Acquisition Scheme Consideration in the manner contemplated by clause 7.2, the Acquisition Scheme Shares, together with all rights and entitlements attaching to them as at the Implementation Date, will be transferred to OZ Minerals, without the need for any further act by any Acquisition Scheme Shareholder (other than acts performed by Cassini (or any of Cassini's directors, officers, or secretaries) as attorney and agent for Acquisition Scheme Shareholders under clause 10.5), by:
  - (i) OZ Minerals duly completing and executing the Scheme Transfer (as transferee) and delivering it to Cassini; and
  - (ii) Cassini duly executing the Scheme Transfer (as transferor), attending to the stamping of the Scheme Transfer (if required) and delivering it for registration; and
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 6.2(a), Cassini must enter, or procure the entry of, the name of OZ Minerals in the Share Register in respect of all the Acquisition Scheme Shares.

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## 7 Acquisition Scheme Consideration

### 7.1 Entitlement to Acquisition Scheme Consideration

Subject to this Acquisition Scheme becoming Effective, on the Implementation Date, in consideration for the transfer to OZ Minerals of the Acquisition Scheme Shares held by each Acquisition Scheme Shareholder under the terms of this Acquisition Scheme, each Acquisition Scheme Shareholder will be entitled to receive, and OZ Minerals will issue to each Acquisition Scheme Shareholder (subject to clauses 7.4, 7.5, 7.6 and 7.7) one (1) New OZ Minerals Shares for every 68.5 Acquisition Scheme Shares held by that Acquisition Scheme Shareholder on the Record Date.

## 7.2 Provision of Acquisition Scheme Consideration

- (a) OZ Minerals will provide the Acquisition Scheme Consideration by issuing the Acquisition Scheme Consideration to each Acquisition Scheme Shareholder (subject to clauses 7.4, 7.5, 7.6 and 7.7) on the Implementation Date in accordance with the Acquisition Scheme and the Deed Poll.
- (b) If, after the date of the Acquisition Scheme, OZ Minerals converts all or any of its shares into a larger or smaller number of shares but the New OZ Minerals Shares are not issued in time to be consolidated or split by that conversion (as applicable), then the calculation in order to determine the number of New OZ Minerals Shares for the purposes of calculating the Acquisition Scheme Consideration shall be adjusted so that the number of New OZ Minerals Shares to be received by each Acquisition Scheme Shareholder (or nominee as applicable) reflects the number they would have received if the New OZ Minerals Shares had been consolidated or split by that conversion.
- (c) If, after the date of the Scheme Implementation Deed, OZ Minerals makes a Bonus Issue to holders of OZ Minerals Shares but the New OZ Minerals Shares are not issued in time to participate in that Bonus Issue, then the number of New OZ Minerals Shares calculated in order to determine the number of New OZ Minerals Shares for the purposes of calculating the Acquisition Scheme Consideration shall be increased by the number of additional OZ Minerals Shares which the relevant Acquisition Scheme Shareholder (or nominee as applicable) would have received under the Bonus Issue if the New OZ Minerals Shares had carried an entitlement to participate in the Bonus Issue.
- (d) If, after the date of the Scheme Implementation Deed and before the New OZ Minerals Shares are issued, OZ Minerals undertakes a Rights Issue and issues OZ Minerals Shares at a discount to the market price of its shares on ASX on the Trading Day prior to the announcement of the relevant Rights Issue, then the number of New OZ Minerals Shares calculated in order to determine the number of New OZ Minerals Shares for the purposes of calculating the Acquisition Scheme Consideration shall be increased in accordance with the following formula:

$$A = B / (1 + C)$$

where:

A = the adjusted number of New OZ Minerals Shares

B = the original number of New OZ Minerals Shares

C = the percentage difference between OZ Minerals' Theoretical Ex-Rights Price (TERP) and OZ Minerals' share price on the Trading Day prior to the announcement of the relevant Rights Issue calculated as follows:

$$(\text{TERP} / H) - 1$$

where:

H is the OZ Minerals last close share price on the Trading Day prior to the announcement of the relevant Rights Issue

$$\text{TERP} = (D + E) / (F + G)$$

where:

D = is the market capitalisation of OZ Minerals prior to the announcement of the relevant Rights Issue to be calculated as the last closing price on the Trading Day prior to the announcement multiplied by the number of ordinary OZ Minerals Shares outstanding on the Trading Day prior to the announcement

E = the total dollar amount of the Rights Issue

F = the number of ordinary OZ Minerals Shares outstanding on the Trading Day prior to the announcement

G = is the total number of OZ Minerals Shares to be issued pursuant to the Rights Issue

### 7.3 Joint holders

In the case of Acquisition Scheme Shares held in joint names:

- (a) any Acquisition Scheme Consideration will be issued to and registered in the names of the joint holders; and
- (b) any certificate, holding statement or other document required to be sent under this Acquisition Scheme will be forwarded to the holder whose name appears first in the Share Register as at the Record Date.

### 7.4 Fractional Entitlements

Where the calculation of a total number of New OZ Minerals Shares to be issued to (or in respect of) a particular Acquisition Scheme Shareholder would result in a fractional entitlement to a New OZ Minerals Share, then, any such fractional entitlement:

- (a) of 0.5 or more will be rounded up to the nearest whole number; and
- (b) of less than 0.5 will be rounded down to the nearest whole number, except where rounding down would cause no New OZ Minerals Shares to be issued in which case the fractional entitlement will be rounded up to one (1) New OZ Mineral Share.

### 7.5 Shareholder splitting or division

If OZ Minerals is of the reasonable opinion that two or more Acquisition Scheme Shareholders (each of whom holds a number of Acquisition Scheme Shares which results in rounding in accordance with clause 7.4 or each of whom holds less than or equal to the number of Cassini Shares required to classify as a Small Shareholder) have, before the Record Date, been party to shareholder splitting or division in an attempt to obtain unfair advantage by reference to such rounding, OZ Minerals may give notice to those Acquisition Scheme Shareholders:

- (a) setting out their names and Registered Addresses;
- (b) stating that opinion; and
- (c) attributing to one of them specifically identified in the notice the Acquisition Scheme Shares held by all of them,

and, after such notice is given, the Acquisition Scheme Shareholder specifically identified in the notice as the deemed holder of all the specified Acquisition Scheme Shares will, for the purposes of other provisions of this Acquisition Scheme, be taken to hold all of those



Acquisition Scheme Shares and each of the other Acquisition Scheme Shareholders whose names and Registered Addresses are set out in the notice will, for the purposes of the other provisions of this Acquisition Scheme, be taken to hold no Acquisition Scheme Shares. OZ Minerals, in complying with the other provisions of the Acquisition Scheme relating to it in respect of the Acquisition Scheme Shareholder specifically identified in the notice as the deemed holder of the specified Acquisition Scheme Shares, will be taken to have satisfied and discharged its obligations to other Acquisition Scheme Shareholders named under the notice under the terms of this Acquisition Scheme.

## 7.6 Ineligible Foreign Shareholders

OZ Minerals will be under no obligation under this Acquisition Scheme to issue, and will not issue any New OZ Minerals Shares to Ineligible Foreign Shareholders, and instead:

- (a) all the New OZ Minerals Shares which would otherwise be required to be issued to any Ineligible Foreign Shareholder under the Acquisition Scheme, if they were eligible to receive them, will be issued to the Nominee;
- (b) OZ Minerals will procure that, as soon as reasonably practicable (an in any event not more than 30 Business Days after the Implementation Date), the Nominee sells on ASX all of the New OZ Minerals Shares issued to the Nominee pursuant to clause 7.6(a) in such manner, at such price and on such other terms as the Nominee determines in good faith (and at the risk of the Ineligible Foreign Shareholders), and remits to OZ Minerals the proceeds of sale (after deducting any applicable brokerage and other selling costs, taxes and charges) (**Proceeds**);
- (c) OZ Minerals will pay to each Ineligible Foreign Shareholder such proportion of the Proceeds as the number of New OZ Minerals Shares which would have been issued to that Ineligible Foreign Shareholder (if they were eligible to receive New OZ Minerals Shares) represents as a portion of all New OZ Minerals Shares which would have been issued to all Ineligible Foreign Shareholders (if they were eligible to receive New OZ Minerals Shares) in full satisfaction of OZ Minerals' obligations to those Ineligible Foreign Shareholders under the Acquisition Scheme in respect of the Acquisition Scheme Consideration;
- (d) OZ Minerals will pay the relevant fraction of the Proceeds to each Ineligible Foreign Shareholder by either:
  - (i) dispatching, or procuring the dispatch, to that Ineligible Foreign Shareholder by prepaid post to that Ineligible Foreign Shareholder's Registered Address (at the Record Date), a cheque in the name of that Ineligible Foreign Shareholder; or
  - (ii) making a deposit in an account with any ADI (as defined in the *Banking Act 1959* (Cth)) in Australia notified by that Ineligible Foreign Shareholder to Cassini (or the Share Registry) and recorded in or for the purposes of the Share Register at the Record Date,

for the relevant amount, with that amount being denominated in Australian dollars; and
- (e) for the purposes of this clause 7.6, each Ineligible Foreign Shareholder appoints Cassini as its agent to receive on its behalf any financial services guide or other notices (including any updates of those documents) that the Nominee is required to provide to Ineligible Foreign Shareholders under the Corporations Act.



## 7.7 Small Shareholders

- (a) OZ Minerals will be under no obligation under the Acquisition Scheme to issue, and will not issue any New OZ Minerals Shares to Small Shareholders, and instead, unless OZ Minerals and Cassini otherwise agree, OZ Minerals will procure that the New OZ Minerals Shares that each Small Shareholder would otherwise be entitled to receive as Acquisition Scheme Consideration are dealt with in accordance with this Acquisition Scheme, provided that Small Shareholders who, on implementation of the Acquisition Scheme, would be entitled to receive at least one whole New OZ Minerals Share as Acquisition Scheme Consideration may elect to receive their Acquisition Scheme Consideration in the form of New OZ Minerals Shares by completing the Election Form.
- (b) If the Small Shareholder does not complete the Election Form to elect to receive their Acquisition Scheme Consideration in the form of New OZ Minerals Shares:
  - (i) OZ Minerals will procure that, as soon as reasonably practicable (and in any event not more than 30 Business Days after the Implementation Date) the Nominee sells on ASX all of the New OZ Minerals Shares issued to the Nominee pursuant to this clause 7.7(b)(i) in such manner, at such price and on such terms as the Nominee determines in good faith (and at the risk of the Small Shareholder), and remits to OZ Minerals the proceeds of sale (after deducting any applicable brokerage and other selling costs, taxes and charges) (**Proceeds**);
  - (ii) OZ Minerals will pay to each Small Shareholder such fraction of the Proceeds as is equal to the number of New OZ Minerals Shares which would have been issued to that Small Shareholder divided by the total number of New OZ Minerals Shares issued to Nominee under clause 7.7(b)(i) promptly after the last sale of New OZ Minerals Shares by the Nominee, in full satisfaction of OZ Minerals' obligations to those Small Shareholders under the Acquisition Scheme in respect of the Acquisition Scheme Consideration;
  - (iii) OZ Minerals will pay the relevant fraction of the Proceeds to each Small Shareholder by either:
    - (A) dispatching or procuring the dispatch, to that Small Shareholder by prepaid post to that Small Shareholder's Registered Address (at the Record Date), a cheque in the name of that Small Shareholder; or
    - (B) making a deposit in an account with any ADI (as defined by the *Banking Act 1959* (Cth)) in Australia notified by that Small Shareholder to Cassini (or the Share Registry) and recorded in or for the purposes of the Share Register at the Record Date,for the relevant amount, with that amount being denominated in Australian dollars; and
  - (iv) for the purposes of this clause 7.7(b), each Small Shareholder appoints Cassini as its agent to receive on its behalf any financial services guide or other notices (including any updates of those documents) that the Nominee is required to provide to Small Shareholders under the Corporations Act.

## 7.8 Withholding

If OZ Minerals considers that it must pay an amount to the Commissioner of Taxation (**Commissioner**) under Subdivision 14-D of Schedule 1 of the *Taxation Administration*

Act 1953 (Cth) (**TAA**) in relation to the acquisition of the Acquisition Scheme Shares from an Acquisition Scheme Shareholder (made under clause 7.1), OZ Minerals will:

- (a) determine the amount to be paid to the Commissioner (**Withholding Amount**) being 12.5% (or a lesser rate approved by the Commissioner) of the Acquisition Scheme Consideration otherwise payable to the Acquisition Scheme Shareholder or Nominee, as appropriate;
- (b) withhold the Withholding Amount from the Acquisition Scheme Consideration (by issuing such lesser number of New OZ Minerals Shares to the Acquisition Scheme Shareholder or Nominee, as appropriate, as necessary in the reasonable opinion of OZ Minerals to account for the Withholding Amount) and remit the Withholding Amount to the Commissioner within the timeframe required under the TAA (and issue of the reduced number of New OZ Minerals Shares shall be taken to be full payment of the Acquisition Scheme Consideration for the purposes of this Acquisition Scheme); and
- (c) if requested in writing by the relevant Acquisition Scheme Shareholder, provide a receipt or other appropriate evidence of payment of the Withholding Amount to the Commissioner (or procure the provision of such receipt or other evidence) to the relevant Acquisition Scheme Shareholder.

#### 7.9 Status of New OZ Minerals Shares

Subject to this Acquisition Scheme becoming Effective, OZ Minerals must:

- (a) allot and issue to the Acquisition Scheme Shareholders the New OZ Minerals Shares that comprise the Acquisition Scheme Consideration in accordance with this Acquisition Scheme and the Deed Poll on terms such that each such New OZ Minerals Share will rank equally in all respects with each existing OZ Minerals Share;
- (b) ensure that the New OZ Minerals Shares issued as Acquisition Scheme Consideration will be entitled to participate in and receive any dividends or distribution of capital paid and any other entitlements accruing in respect of OZ Minerals Shares on and after the Implementation Date; and
- (c) ensure that each such New OZ Minerals Share to be issued under this Acquisition Scheme and the Deed Poll is duly and validly issued in accordance with all applicable laws and OZ Minerals' constitution, fully paid and free from any mortgage, charge, lien, encumbrance or other security interest (except for any lien arising under OZ Minerals' constitution) or third-party rights; and
- (d) apply to ASX for the official quotation of the New OZ Minerals Shares that comprise the Acquisition Scheme Consideration on the ASX and use its best endeavours to ensure that the New OZ Minerals Shares issued as Acquisition Scheme Consideration will be listed for quotation on the official list of ASX with effect from the Business Day after the Effective Date (or such later date as ASX may require), initially on a deferred settlement basis and, with effect from the first Business Day after the Implementation Date, on an ordinary (T+2) settlement basis.

#### 7.10 Orders of a court

In the case of notice having been given to Cassini (or the Share Registry) of an order made by a court of competent jurisdiction:

- (a) which requires consideration to be provided to a third party (either through payment of a sum or issuance of a security) in respect of Acquisition Scheme Shares held by a particular Acquisition Scheme Shareholder, which would otherwise be payable or required to be issued to that Acquisition Scheme Shareholder in accordance with clauses 7.1 and 7.2 of this Acquisition Scheme, then Cassini must procure that provision of that consideration is made in accordance with that order; or
- (b) which would prevent Cassini from providing consideration to any particular Acquisition Scheme Shareholder in accordance with clauses 7.1 and 7.2 of this Acquisition Scheme or the payment or issuance of such consideration is otherwise prohibited by applicable law, Cassini shall be entitled to direct OZ Minerals not to issue, or to issue to a trustee or nominee, such number of New OZ Minerals Shares as that Acquisition Scheme Shareholder would otherwise be entitled to under clause 7.2.

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## 8 Dealings in Cassini Shares

### 8.1 Determination of Acquisition Scheme Shareholders

To establish the identity of the Acquisition Scheme Shareholders, dealings in Cassini Shares or other alterations to the Share Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Share Register as the holder of the relevant Cassini Shares at or before the Record Date; and
- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received at or before the Record Date at the place where the Share Register is kept,

and Cassini will not accept for registration, nor recognise for any purpose (except a transfer pursuant to this Acquisition Scheme), any transfer or transmission application or other request received after the Record Date or received prior to the Record Date, but not in registrable or actionable form.

### 8.2 Share Register

- (a) Cassini must register registrable transmission applications or transfers of Cassini Shares in accordance with clause 8.1(b) at or before the Record Date, provided that nothing in this clause 8.2(a) requires Cassini to register a transfer that would result in a Cassini Shareholder holding a parcel of Cassini Shares that is less than a 'marketable parcel' (as defined in the operating rules of ASX).
- (b) If this Acquisition Scheme becomes Effective, an Acquisition Scheme Shareholder (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Acquisition Scheme Shares or any interest in them after the Record Date otherwise than pursuant to this Acquisition Scheme, and any attempt to do so will have no effect and Cassini will be entitled to disregard any such disposal, purported disposal or agreement.
- (c) For the purpose of determining entitlements to the Acquisition Scheme Consideration, Cassini must maintain the Share Register in accordance with the provisions of this clause 8.2 until the Acquisition Scheme Consideration has been provided to the Acquisition Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Acquisition Scheme Consideration.



- (d) All statements of holding for Cassini Shares (other than statements of holding in favour of OZ Minerals) will cease to have effect after the Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register (other than entries on the register in respect of OZ Minerals) will cease to have effect except as evidence of entitlement to the Acquisition Scheme Consideration in respect of the Cassini Shares relating to that entry.
- (e) As soon as possible after the Record Date, and in any event within one Business Day after the Record Date, Cassini will ensure that details of the names, Registered Addresses and holdings of Cassini Shares for each Acquisition Scheme Shareholder as shown in the Share Register as at the Record Date are available to OZ Minerals in the form OZ Minerals reasonably requires.

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## 9 Quotation of Cassini Shares

- (a) Cassini will apply to ASX to suspend trading on the ASX in Cassini Shares with effect from the close of trading on the Effective Date or, such other date as OZ Minerals and Cassini may agree, acting reasonably, following consultation with ASX, and not do anything to cause the suspension of trading of Cassini Shares to happen before the time specified in this clause 9(a).
- (b) Cassini will apply:
  - (i) for termination of the official quotation of Cassini Shares on the ASX; and
  - (ii) to have itself removed from the official list of ASX;

in each case with effect on and from the close of trading on the trading day immediately following the Implementation Date, or such other date as OZ Minerals and Cassini may agree, acting reasonably, following consultation with ASX, and not do anything to cause those things to happen before the time specified in this clause 9(b).

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## 10 General Acquisition Scheme provisions

### 10.1 Consent to amendments to this Acquisition Scheme

If the Court proposes to approve this Acquisition Scheme subject to any alterations or conditions:

- (a) Cassini may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which OZ Minerals has consented; and
- (b) each Acquisition Scheme Shareholder agrees to any such alterations or conditions which counsel for Cassini has consented to.

### 10.2 Acquisition Scheme Shareholders' agreements and warranties

- (a) Each Acquisition Scheme Shareholder:
  - (i) agrees to the transfer of their Cassini Shares together with all rights and entitlements attaching to those shares in accordance with this Acquisition Scheme;

- (ii) agrees to the variation, cancellation or modification of the rights attached to their Cassini Shares constituted by or resulting from this Acquisition Scheme;
  - (iii) acknowledges that this Acquisition Scheme binds Cassini and all Acquisition Scheme Shareholders (including those who did not attend the Acquisition Scheme Meeting and those who did not vote, or voted against this Acquisition Scheme, at the Acquisition Scheme Meeting);
  - (iv) agrees to become a holder of New OZ Minerals Shares and to have its name entered in the OZ Minerals' share register, and accepts the New OZ Minerals Shares issued to it under the Acquisition Scheme on the terms and conditions of the OZ Minerals constitution, without the need for any further act by the Acquisition Scheme Shareholder; and
  - (v) agrees to, on the direction of OZ Minerals, destroy any holding statements or share certificates relating to their Cassini Shares.
- (b) Each Acquisition Scheme Shareholder is taken to have warranted to Cassini and OZ Minerals on the Implementation Date, and appointed and authorised Cassini as its attorney and agent to warrant to OZ Minerals on the Implementation Date, that:
- (i) all their Acquisition Scheme Shares (including any rights and entitlements attaching to those shares) which are transferred under this Acquisition Scheme will, at the date of transfer, be fully paid and free from all:
    - (A) mortgages, charges, liens, encumbrances, pledges, security interests and interests of third parties of any kind, whether legal or otherwise; and
    - (B) restrictions on transfer of any kind; and
  - (ii) they have full power and capacity to transfer their Acquisition Scheme Shares to Cassini together with any rights attaching to those shares.

### 10.3 Title to and rights in Acquisition Scheme Shares

- (a) To the extent permitted by law, the Acquisition Scheme Shares transferred under this Acquisition Scheme will be transferred free from all mortgages, charges, liens, security interests ((including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)), encumbrances and interests of third parties, of any kind, whether legal or otherwise, and restrictions on transfer of any kind.
- (b) Immediately upon the provision of the Acquisition Scheme Consideration to each Acquisition Scheme Shareholder (subject to clauses 7.4, 7.5, 7.6 and 7.7), OZ Minerals will be beneficially entitled to the Acquisition Scheme Shares to be transferred to it under this Acquisition Scheme pending registration by Cassini of OZ Minerals in the Share Register as the holder of the Acquisition Scheme Shares.

### 10.4 Appointment of sole proxy

Immediately upon the provision of the Acquisition Scheme Consideration to each Acquisition Scheme Shareholder in the manner contemplated by clause 7 and until Cassini registers OZ Minerals as the holder of all Acquisition Scheme Shares in the Share Register:



- (a) each Acquisition Scheme Shareholder is deemed to have appointed OZ Minerals as attorney and agent (and directed OZ Minerals in each such capacity) to appoint any director, officer, secretary or agent nominated by OZ Minerals as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Acquisition Scheme Shares registered in their name and sign any shareholders' resolution whether in person, by proxy or by corporate representative;
- (b) no Acquisition Scheme Shareholder may itself attend or vote at any shareholders' meetings or sign any shareholders' resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 10.4(a));
- (c) each Acquisition Scheme Shareholder must take all other actions in the capacity of a registered holder of Acquisition Scheme Shares as OZ Minerals reasonably directs; and
- (d) each Acquisition Scheme Shareholder acknowledges and agrees that in exercising the powers conferred by clause 10.4(a), OZ Minerals and any director, officer, secretary or agent nominated by OZ Minerals may act in the best interests of OZ Minerals as the intended registered holder of the Acquisition Scheme Shares.

#### **10.5 Authority given to Cassini**

On the Effective Date, each Acquisition Scheme Shareholder, without the need for any further act, irrevocably appoints Cassini and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of:

- (a) enforcing the Deed Poll against OZ Minerals; and
- (b) executing any document, or doing or taking any other act, necessary, desirable or expedient to give effect to this Acquisition Scheme and the transactions contemplated by it, including executing the Scheme Transfer,

and Cassini accepts such appointment. Cassini, as attorney and agent of each Acquisition Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 10.5 to all or any of its directors, officers or employees (jointly, severally or jointly and severally).

#### **10.6 Binding effect of this Acquisition Scheme**

This Acquisition Scheme binds Cassini and all of the Acquisition Scheme Shareholders (including those who did not attend the Acquisition Scheme Meeting and those who did not vote, or voted against this Acquisition Scheme, at the Acquisition Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Cassini.

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## **11 General**

### **11.1 Stamp duty**

OZ Minerals will:

- (a) pay all stamp duty (if any) and any related fines and penalties payable on, or in connection with, the transfer by the Acquisition Scheme Shareholders of the Acquisition Scheme Shares to OZ Minerals pursuant to this Acquisition Scheme or the Deed Poll; and

- (b) bear and be responsible for its own costs arising out of the negotiation, preparation and execution of this Acquisition Scheme.

#### **11.2 Consent**

Each Acquisition Scheme Shareholder consents to Cassini doing all things necessary or incidental to give full effect to the implementation of this Acquisition Scheme and the transactions contemplated by it.

#### **11.3 Notices**

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Acquisition Scheme is sent by post to Cassini, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Cassini's registered office or at the office of the Share Registry.
- (b) The accidental omission to give notice of the Acquisition Scheme Meeting or the non-receipt of such notice by an Cassini Shareholder will not, unless so ordered by the Court, invalidate the Acquisition Scheme Meeting or the proceedings of the Acquisition Scheme Meeting.

#### **11.4 Governing law and jurisdiction**

- (a) This Acquisition Scheme is governed by the laws in force in Western Australia.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts competent to determine appeals from those courts in respect of any proceedings arising out of or in connection with this Acquisition Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

#### **11.5 Further action**

Cassini must do all things and execute all documents necessary to give full effect to this Acquisition Scheme and the transactions contemplated by it.

#### **11.6 No liability when acting in good faith**

Neither the Cassini or OZ Minerals, or any of their respective directors, officers or secretaries, will be liable for anything done or omitted to be done in the performance of this Acquisition Scheme or the Deed Poll in good faith.

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## Schedule 1 Dictionary

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### 1 Dictionary

**Acquisition Scheme** means this members' scheme of arrangement under Part 5.1 of the Corporations Act between Cassini and the Acquisition Scheme Shareholders subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act.

**Acquisition Scheme Booklet** means the explanatory statement in respect of the Acquisition Scheme to be prepared by Cassini pursuant to section 412 of the Corporations Act and in accordance with clause 5.2(f) of the Scheme Implementation Deed.

**Acquisition Scheme Consideration** means the consideration to be provided by OZ Minerals to each Acquisition Scheme Shareholder for the transfer to OZ Minerals of each Acquisition Scheme Share, as determined in accordance with clause 7.1.

**Acquisition Scheme Meeting** means the meeting of Cassini Shareholders ordered by the Court to be convened at the First Court Hearing under section 411(1) of the Corporations Act for the purposes of considering the Acquisition Scheme.

**Acquisition Scheme Share** means a Cassini Share held by an Acquisition Scheme Shareholder as at the Record Date.

**Acquisition Scheme Shareholder** means a Cassini Shareholder (other than any member of OZ Minerals Group) as at the Record Date.

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means ASX Limited ABN 98 008 624 691 or, as the context requires, the financial market operated by it known as the "Australian Securities Exchange".

**Bonus Issue** has the same meaning as defined in the Listing Rules.

**Business Day** has the meaning given in the Listing Rules.

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

**Cassini Shareholder** means a holder of one or more Cassini Shares, as shown in the Share Register.

**CHESS** means the Clearing House Electronic Subregister System operated by ASX Settlement Pty Limited and ASX Clear Pty Limited.

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

**Court** means the Supreme Court of Western Australia or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Cassini and OZ Minerals.

**Deed Poll** means the deed poll dated 7 August 2020 under which OZ Minerals covenants in favour of Acquisition Scheme Shareholders to provide the Acquisition Scheme Consideration in accordance with the terms of the Acquisition Scheme.

**Delivery Time** has the meaning given in the Scheme Implementation Deed.



**Demerger Scheme** has the meaning given in the Scheme Implementation Deed.

**Effective** means the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to this Acquisition Scheme.

**Effective Date** means the date on which this Acquisition Scheme becomes Effective.

**Election Form** means the election form provided with the Acquisition Scheme Booklet under which each Small Shareholder can make an election to receive their Acquisition Scheme Consideration in the form of New OZ Minerals Shares.

**End Date** means the date 6 months from the date of execution of the Scheme Implementation Deed or such later date as agreed by Cassini and OZ Minerals in writing

**First Court Date** means the first day on which an application made to the Court for orders under section 411(1) of the Corporations Act directing Cassini to convene the Acquisition Scheme Meeting is heard (or if the application is adjourned before consideration of any substantive matters, the first day on which the adjourned application is heard and substantive matters are considered) with such hearing being the **First Court Hearing**.

**Government and Regulatory Agency** means any foreign or Australian government or governmental semi-governmental, administrative, fiscal, statutory or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian (including the ASIC and the Takeovers Panel). It also includes ASX and any self-regulatory organisation established under statute or otherwise discharging substantially public or regulatory functions.

**Implementation Date** means the fifth Business Day after the Record Date or such other date as OZ Minerals and Cassini agree in writing.

**Ineligible Foreign Shareholders** means an Acquisition Scheme Shareholder whose address in the register of Cassini's Shareholders is in a jurisdiction outside Australia and its external territories, New Zealand, Hong Kong, Singapore, Malaysia and the People's Republic of China and any other jurisdiction in respect of which OZ Minerals reasonably believes that it is not prohibited and not unduly onerous or impractical to implement this Acquisition Scheme and to transfer New OZ Minerals Shares to an Acquisition Scheme Shareholder with a Registered Address in such jurisdiction.

**Listing Rules** means the official listing rules of ASX.

**New OZ Minerals Shares** means the OZ Minerals Shares to be issued to Acquisition Scheme Shareholders under the Acquisition Scheme.

**Nominee** means the person chosen by the OZ Minerals and Cassini and approved by ASIC to sell the New OZ Minerals Shares that are attributable to Ineligible Foreign Shareholders and Small Shareholders under the terms of this Acquisition Scheme (or any nominee of such person).

**OZ Minerals** means OZ Minerals Mining Limited ACN 005 482 824 of 2 Hamra Drive, Adelaide Airport, SA 5950.

**OZ Minerals Group** means, collectively, OZ Minerals and each of its Related Bodies Corporate.

**OZ Minerals Nominee** has the meaning given in clause 3(a).

**OZ Minerals Share** means fully paid ordinary share in the capital of OZ Minerals.

**Record Date** means 7:00pm on the second Business Day after the Effective Date.

**Registered Address** means, in relation to an Acquisition Scheme Shareholder, the address of the Acquisition Scheme Shareholder shown in the Share Register as at the Record Date.

**Related Body Corporate** has the meaning given in section 50 of the Corporations Act.

**Rights Issue** has the same meaning as defined in the Corporations Act.

**Scheme Implementation Deed** means the scheme implementation deed dated on or about 21 June 2020 between OZ Minerals and Cassini relating to (among other things) the implementation of this Acquisition Scheme.

**Scheme Transfer** means one or more proper instruments of transfer in respect of the Acquisition Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be or include a master transfer of all or part of the Acquisition Scheme Shares.

**Second Court Date** means the first day on which an application made to the Court for orders under section 411(4)(b) of the Corporations Act approving the Acquisition Scheme is heard (or if the application is adjourned before consideration of any substantive matters, the first day on which the adjourned application is heard and substantive matters are considered), with such hearing being the **Second Court Hearing**.

**Share Register** means the register of Cassini Shareholders maintained in accordance with the Corporations Act.

**Share Registry** means Automic Registry Service Limited.

**Small Shareholder** means an Acquisition Scheme Shareholder (not being an Ineligible Foreign Shareholder) who, based on their holding of Acquisition Scheme Shares on the Record Date, would, on implementation of this Acquisition Scheme, be entitled to receive less than a marketable parcel of New OZ Minerals Shares (assessed by reference to the last traded price of OZ Minerals Shares on ASX on the trading day prior to the Record Date) as Acquisition Scheme Consideration.

**Subsidiary** has the meaning given to that term in Division 6 of Part 1.2 of the Corporations Act.

**Takeovers Panel** means the Takeovers Panel constituted under the *Australian Securities and Investments Commission Act 2001* (Cth).

**Trading Day** has the meaning given in the Listing Rules.

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## 2 Interpretation

In this Acquisition Scheme, 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 Acquisition Scheme.



- (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 "include", "including" and similar expressions are not words of limitation and do not limit what else might be included.
- (f) In determining the time of day, where relevant to this Acquisition Scheme, the time of day is the time in Perth, Western Australia.
- (g) A reference to:
  - (i) a person includes a natural person, estate of a natural person, partnership, joint venture, Government and Regulatory Agency, association, corporation or other body corporate or entity (as that term is defined in section 64A of the Corporations Act);
  - (ii) a thing (including a chose in action or other right) includes a part of that thing;
  - (iii) a party includes its 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 a party, schedule or attachment to, this Acquisition Scheme (as applicable);
  - (vi) this Acquisition Scheme includes all schedules 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 Listing Rule and is a reference to that law as amended, consolidated or replaced;
  - (viii) an agreement (other than this Acquisition Scheme) includes an undertaking or legally enforceable arrangement or understanding (whether or not in writing);
  - (ix) a time period includes the date referred to as that on which the period begins and the date referred to as that on which the period ends; and
  - (x) a monetary amount is in Australian dollars.

## ANNEXURE 4: – DEED POLL



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### **Deed poll**

**OZ Minerals Limited**

In favour of each person registered as a holder of fully paid ordinary shares in Cassini as at the Record Date

SYDNEY | MELBOURNE | PERTH

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## Contents

## Page

1	Defined terms and interpretation	1
2	OZ Minerals Nominee	2
3	Conditions	2
4	Scheme obligations	3
5	Warranties	3
6	Continuing obligations	3
7	General	4
	Execution page	7

Date:

7th August 2020.

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## Parties

- 1 **OZ Minerals Limited** ACN 005 482 824 of 2 Hamra Drive, Adelaide Airport, SA 5950 (**OZ Minerals**)
- 2 In favour of each person registered as a holder of fully paid ordinary shares in Cassini Resources Limited (**Cassini**) as at the Record Date (**Acquisition Scheme Shareholders**)

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## Background

- A OZ Minerals and Cassini have entered into the Scheme Implementation Deed, under which the Acquisition Scheme Shareholders will be entitled to receive one (1) New OZ Minerals Share for every 68.5 Acquisition Scheme Shares held by that Acquisition Scheme Shareholder (**Acquisition Scheme Consideration**).
- B In the Scheme Implementation Deed, OZ Minerals agreed to enter into this deed poll.
- C OZ Minerals enters into this deed poll for the purpose of covenanting in favour of the Acquisition Scheme Shareholders to perform its obligations under the Scheme Implementation Deed and the Acquisition Scheme, including to provide the Acquisition Scheme Consideration in accordance with the terms of the Acquisition Scheme.

### The parties agree

---

## 1 Defined terms and interpretation

### 1.1 Defined terms

Unless the context otherwise requires:

- (a) **Scheme Implementation Deed** means the scheme implementation deed dated 21 June 2020 (as amended and restated on or about 7 August 2020) between OZ Minerals and Cassini relating to (among other things) the implementation of the Acquisition Scheme;
- (b) **Acquisition Scheme** means a members' scheme of arrangement under Part 5.1 of the Corporations Act between Cassini and the Acquisition Scheme Shareholders, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act; and
- (c) terms defined in the Acquisition Scheme have the same meaning when used in this deed poll.

### 1.2 Interpretation

Clause 2 of Schedule 1 of the Acquisition Scheme applies to the interpretation of this deed poll, except that references to 'Acquisition Scheme' are to be read as references to 'deed poll'.

### 1.3 Nature of deed poll

OZ Minerals acknowledges and agrees that:

- (a) this deed poll may be relied on and enforced by any Acquisition Scheme Shareholder in accordance with its terms even though the Acquisition Scheme Shareholders are not party to it; and
- (b) under the Acquisition Scheme, each Acquisition Scheme Shareholder irrevocably appoints Cassini and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney to enforce this deed poll against OZ Minerals.

---

## 2 OZ Minerals Nominee

- (a) OZ Minerals may nominate any wholly-owned Subsidiary of OZ Minerals (**OZ Minerals Nominee**) to acquire the Acquisition Scheme Shares under the Acquisition Scheme by giving written notice to Cassini on or before the date that is 10 Business Days before the First Court Date.
- (b) If OZ Minerals nominates the OZ Minerals Nominee to acquire the Acquisition Scheme Shares under the Acquisition Scheme, then:
  - (i) references in this deed poll to OZ Minerals acquiring the Acquisition Scheme Shares under the Acquisition Scheme are to be read as references to the OZ Minerals Nominee doing so;
  - (ii) other references in this deed poll to OZ Minerals are to be read as references to OZ Minerals or the OZ Minerals Nominee, as the context requires;
  - (iii) OZ Minerals must procure that the OZ Minerals Nominee complies with the relevant obligations of OZ Minerals under this deed poll; and
  - (iv) any such nomination will not relieve OZ Minerals of its obligations under this deed poll or the Scheme Implementation Deed, including the obligation to issue the New OZ Minerals Shares in accordance with the terms of the Acquisition Scheme.

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## 3 Conditions

### 3.1 Conditions

The deed poll and the obligations of OZ Minerals under this deed poll are subject to the Acquisition Scheme becoming Effective.

### 3.2 Termination

The obligations of OZ Minerals under this deed poll to the Acquisition Scheme Shareholders will automatically terminate and the terms of this deed poll will be of no further force or effect if:

- (a) the Scheme Implementation Deed is terminated in accordance with its terms; or
- (b) the Acquisition Scheme does not become Effective by the End Date,



unless OZ Minerals and Cassini otherwise agree in writing.

### **3.3 Consequences of termination**

If this deed poll is terminated under clause 3.2, then in addition and without prejudice to any other available rights, powers or remedies available to it:

- (a) OZ Minerals is released from its obligations to further perform this deed poll except those obligations contained in clause 7.1; and
- (b) each Acquisition Scheme Shareholder retains the rights, powers or remedies it has against OZ Minerals in respect of any breach of this deed poll which occurs before it was terminated.

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## **4 Scheme obligations**

Subject to clause 3, OZ Minerals undertakes in favour of each Acquisition Scheme Shareholder to:

- (a) issue, or cause to be issued, the Acquisition Scheme Consideration to each Acquisition Scheme Shareholder on the Implementation Date in accordance with the terms of the Acquisition Scheme; and
- (b) undertake all other actions, and give each acknowledgement, representation and warranty (if any) attributed to it under the Acquisition Scheme,

in each case subject to and in accordance with the terms of the Acquisition Scheme.

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## **5 Warranties**

OZ Minerals represents and warrants in favour of each Acquisition Scheme Shareholder that:

- (a) it is a corporation validly existing under the laws of its place of incorporation;
- (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance by it of this deed poll and to carry out the transactions contemplated by this deed poll;
- (d) this deed poll is valid and binding on it and is enforceable against it in accordance with its terms; and
- (e) this deed poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.

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## **6 Continuing obligations**

This deed poll is irrevocable and, subject to clause 3, remains in full force and effect until:

- (a) OZ Minerals has fully performed its obligations under this deed poll; or
- (b) the earlier termination of this deed poll under clause 3.2.

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## 7 General

### 7.1 Stamp duty and costs

OZ Minerals must:

- (a) pay all stamp duty (if any) and any related fines and penalties payable on or in connection with the transfer by the Acquisition Scheme Shareholders of the Acquisition Scheme Shares pursuant to the Acquisition Scheme and this deed poll;
- (b) bear and be responsible for its own costs arising out of the negotiation, preparation and execution of this deed poll; and
- (c) indemnify each Acquisition Scheme Shareholder against any liability arising from failure to comply with clause 7.1(a).

### 7.2 Notices

- (a) Any notice or other communication, including consent, approval request and demand, to OZ Minerals in connection with this deed poll must be:
  - (i) in writing;
  - (ii) sent by an authorised representative of the sender;
  - (iii) marked for the attention of the person named below, and must be:
    - (iv) left at, or sent by commercial courier to, the address set out below; or
    - (v) sent by email to the address set out below.

#### OZ Minerals

Attention: Head of Legal, OZ Minerals  
Address: 2 Hamra Drive, Adelaide Airport, South Australia 5950  
Email: Robert.Mancini@ozminerals.com

- (b) Subject to clause 7.2(c), any notice or other communication given in accordance with clause 7.2(a) will be deemed to have been duly given and received by one of the following methods and at the time set out below:
  - (i) if sent by delivery, when it is delivered;
  - (ii) if sent by commercial courier, three days after dispatch; or

(iii) if sent by email:

- (A) when actually received if the sender is or becomes aware that the email was actually received by the recipient; or
- (B) one hour after the recipient is informed (by phone call or otherwise) that the email has been sent, unless, before the expiration of that time, the sender receives an automated message that the email has not been delivered or the recipient informs the sender that the email has not been received,

whichever happens first.

(c) Any notice that, pursuant to clause 7.2(b), would be deemed to be given:

- (i) other than on a Business Day or after 5:00pm on a Business Day is regarded as given at 9:00am on the next Business Day; and
- (ii) before 9:00am on a Business Day is regarded as given at 9:00am on that Business Day.

### 7.3 Cumulative rights

The rights, powers and remedies of OZ Minerals and the Acquisition Scheme Shareholders under this deed poll are cumulative with and do not exclude the rights, powers or remedies provided by law independently of this deed poll.

### 7.4 Waiver

- (a) OZ Minerals may not rely on the words or conduct of any Acquisition Scheme Shareholder as a waiver of any right unless the waiver is in writing and signed by the Acquisition Scheme Shareholder granting the waiver. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.
- (b) No Acquisition Scheme Shareholder may rely on words or conduct of OZ Minerals as a waiver of any right unless the waiver is in writing and signed by OZ Minerals. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.
- (c) Failure to exercise or enforce, a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed poll by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed poll.

### 7.5 Variation

A provision of this deed poll may not be varied unless:

- (a) if before the First Court Hearing, the variation is agreed to by Cassini and OZ Minerals in writing; or
- (b) if on or after the First Court Hearing, the variation is agreed to by Cassini and OZ Minerals in writing and the Court indicates that the variation would not of itself preclude approval of the Acquisition Scheme, in which event OZ Minerals must enter into a further deed poll in favour of the Acquisition Scheme Shareholders giving effect to the variation.

#### **7.6 Governing law and jurisdiction**

- (a) This deed poll is governed by the laws in force in Western Australia, Australia.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts competent to determine appeals from those courts in respect of any proceedings arising out of or in connection with this deed poll.
- (c) The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

#### **7.7 Assignment**

- (a) The rights created by this deed poll are personal to OZ Minerals and each Acquisition Scheme Shareholder and must not be dealt with at law or in equity without the prior written consent of OZ Minerals.
- (b) Any purported dealing in contravention of clause 7.7(a) is invalid.

#### **7.8 Consent**

OZ Minerals consents to Cassini producing this deed poll to the Court.

#### **7.9 Severance and enforceability**

Any provision, or the application of any provision, of this deed poll that is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions of this deed poll in that or any other jurisdiction.

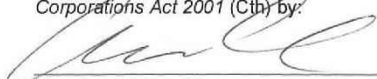


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## Execution page

Executed as a deed poll.

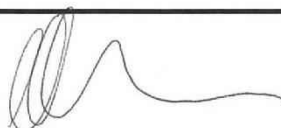
Signed, sealed and delivered by **OZ Minerals Limited** in accordance with section 127 of the Corporations Act 2001 (Cth) by:



Signature of director

Andrew Cole

Name of director (print)



Signature of director/secretary

Michelle Pole

Name of director/secretary (print)

## ANNEXURE 5: – NOTICE OF ACQUISITION SCHEME MEETING



**CASSINI**  
RESOURCES LIMITED

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**CASSINI RESOURCES LIMITED**  
**ACN 149 789 337**

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### NOTICE OF ACQUISITION SCHEME MEETING AND EXPLANATORY MEMORANDUM

**A General Meeting of Cassini Resources Limited will be held at BDO  
Australia, 38 Station Street, Subiaco, Western Australia on 21  
September 2020 at 10:00am (AWST)**

**As a result of the potential health risks associated with large gatherings and the corona virus (COVID-19) pandemic, shareholders are strongly encouraged to attend the Acquisition Scheme Meeting electronically.**

*This Notice of Acquisition Scheme Meeting should be read in its entirety. If shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional adviser prior to voting.*

***Should you wish to discuss any matter please do not hesitate to contact the Company Secretary by telephone on +61 8 9322 7600***

**Shareholders are urged to attend or vote by lodging the proxy form attached to this Notice of Acquisition Scheme Meeting.**

**CASSINI RESOURCES LIMITED**  
**ACN 149 789 337**

**NOTICE OF GENERAL MEETING**

By an order of the Supreme Court of Western Australia made on 12 August 2020 pursuant to section 411(1) of the Corporations Act, a meeting of the holders of ordinary shares in the Company will be held on **Monday, 21 September 2020 at 10:00am** (AWST).

The Court has also directed that Scott Douglas Gibson act as chairman of the Acquisition Scheme Meeting or failing him Michael Peter Bowen, and has directed the chairman to report the results of the Acquisition Scheme Meeting to the Court.

In line with the recent temporary modifications to the Corporations Act, changing how general meetings can be held, the Company has made arrangements for Cassini Shareholders to participate in the Acquisition Scheme Meeting electronically. Details on how to attend electronically are specified below.

The Directors have determined, pursuant to regulation 7.11.37 of the Corporations Regulations, that the persons eligible to vote on the Acquisition Scheme Meeting are those who are registered as shareholders of Cassini on 19 September 2020 at 5:00pm (AWST).

**Purpose of Meeting**

The purpose of the Acquisition Scheme Meeting is to consider and, if thought fit, to approve (with or without modification) a scheme of arrangement proposed to be made between Cassini and Cassini Shareholders.

To enable you to make an informed voting decision, important information on the Acquisition Scheme is set out in the Acquisition Scheme Booklet accompanying this Notice of Acquisition Scheme Meeting.

The Explanatory Memorandum and the Proxy Form forms part of this Notice of Acquisition Scheme Meeting. Unless otherwise defined, capitalised terms used in this notice have the same meaning as set out in the defined terms in section 13 of the Acquisition Scheme Booklet.

**AGENDA**

**1. RESOLUTION 1 – APPROVAL OF THE ACQUISITION SCHEME**

To consider and if, thought fit, to pass, with or without amendment, the following resolution in accordance with section 411 of the Corporations Act, as an **ordinary resolution**:

*“That, pursuant to and in accordance with section 411 of the Corporations Act, the scheme of arrangement proposed between Cassini and the holders of its ordinary shares as contained in and more particularly described in the Acquisition Scheme Booklet of which the Notice of Acquisition Scheme Meeting forms part, is approved, and the Directors of Cassini are authorised to agree to such alterations or conditions as are thought fit by the Court, and subject to approval by the Court, to implement the Acquisition Scheme with any such alterations or conditions.”*

By order of the Court

STEVEN WOOD  
Company Secretary  
Cassini Resources Limited

Dated 12 August 2020

## **EXPLANATORY MEMORANDUM**

### **1. INTRODUCTION**

This Explanatory Memorandum has been prepared for the information of Cassini Shareholders in connection with the business to be conducted at the Acquisition Scheme Meeting to be held electronically and at BDO Australia, 38 Station Street, Subiaco, Western Australia on Monday, 21 September 2020 at 10:00am (AWST).

To avoid the increase risk of transmission of COVID-19, the Cassini Directors strongly advise Cassini Shareholders to attend the meeting electronically rather than in person.

This Explanatory Memorandum should be read in conjunction with, and forms part of, the accompany Notice of Acquisition Scheme Meeting. The purpose of this Explanatory Memorandum is to provide information to Cassini Shareholders in deciding whether or not to pass the resolution set out in this Notice of Acquisition Scheme Meeting.

A Proxy Form is located at the end of the Explanatory Memorandum.

Any changes to the Acquisition Scheme Meeting will be communicated to Cassini Shareholders electronically via Cassini's ASX platform.

### **2. REQUIRED VOTING MAJORITY**

In order for the Acquisition Scheme to become effective, the resolution set out in the Notice of Acquisition Meeting must be passed at a meeting by:

- (a) unless the Court orders otherwise, a majority of the number of Cassini Shareholders present and voting (whether in person or by proxy, attorney or, in the case of corporate shareholders, a corporate representative) at the meeting; and
- (b) at least 75% of the votes cast on the resolution.

The Court has the discretion under section 411(4)(a)(ii)(A) of the Corporations Act to approve the Acquisition Scheme if it is approved by at least 75% of the votes cast on the resolution but not by a majority in number of Cassini Shareholders (other than excluded shareholders) present and voting at the Acquisition Scheme Meeting.

Voting at the Acquisition Scheme Meeting will be by poll rather than by a show of hands.

### **3. COURT APPROVAL**

In accordance with section 411(4)(b) of the Corporations Act, the Acquisition Scheme (with or without alteration or conditions) is subject to approval of the Court. If the resolution proposed at the Acquisition Scheme Meeting is approved by the requisite majority, and the relevant conditions of the Acquisition Scheme (other than approval by the Court) are satisfied, or waived, by the time required under the Acquisition Scheme, Cassini intends to apply to the Court for the necessary orders to give effect to the Acquisition Scheme.

### **4. ENTITLEMENT TO VOTE**

For the purposes of the Corporations Act, all securities of the Company that are quoted securities at 5:00pm (AWST) on 19 September 2020 will be taken, for the purposes of the Acquisition Scheme Meeting, to be held by the persons who held them at the time and such persons are eligible to vote at the Meeting.



## 5. HOW TO VOTE

Cassini Shareholders entitled to vote at the Acquisition Scheme Meeting can vote:

- (a) by attending the Acquisition Scheme Meeting electronically and vote using the instructions below; or
- (b) by attending the Acquisition Scheme Meeting physically and vote in person; or
- (c) by appointing an attorney to attend the Acquisition Scheme Meeting and vote on their behalf, or, in the case of corporate shareholders, a corporate representative to attend the Acquisition Scheme Meeting and vote on its behalf; or
- (d) by appointing a proxy to attend the Acquisition Scheme Meeting and vote on their behalf, using the Proxy Form accompanying this Notice of Acquisition Scheme Meeting.

A personalised Proxy Form accompanies this Notice of Acquisition Scheme Meeting. The Proxy Form contains full details of how to appoint persons and how to sign and lodge the voting form.

To be valid, Proxy Forms or electronic voting instructions must be received 10:00am (AWST) on 19 September 2020.

### Voting in person

Cassini Shareholders are asked to arrive at the venue 30 minutes prior to the time designated for the Acquisition Scheme Meeting to allow for registration for the Acquisition Scheme Meeting. The meeting registration form for the Acquisition Scheme Meeting is the Proxy Form included with the Acquisition Scheme Booklet of which this Notice of Acquisition Scheme Meeting forms part.

### Voting online

Cassini Shareholders and their proxies, attorneys or corporate representatives will be able to participate in the Acquisition Scheme Meeting through an online platform at [investor.automic.com.au](http://investor.automic.com.au). This online platform will allow Cassini Shareholders to attend the Acquisition Scheme Meeting in real time and allow them to vote and ask questions in respect to the Acquisition Scheme Resolution.

It is recommend trying to log on to the online platform at least 15 minutes prior to the scheduled start time for the Acquisition Scheme Meeting.

Cassini Shareholders who wish to participate electronically may do so in accordance with the following instructions:

1. Open your internet browser and go to [investor.automic.com.au](http://investor.automic.com.au)
2. Login with your username and password or click "register" if you haven't already created an account. Shareholders are encouraged to create an account prior to the start of the meeting to ensure there is no delay in attending the virtual meeting
3. After logging in, a banner will be displayed at the top once the meeting is open for registration, click on "View" when this appears
4. Click on "Register" and follow the steps
5. Click on the URL to join the webcast where you can view and listen to the virtual meeting
6. Once the Chair of the Meeting has declared the poll open for voting click on "Refresh" to be taken to the voting screen

Select your voting direction and click "confirm" to submit your vote. Note that you cannot amend your vote after it has been submitted

Online voting will be open between the commencement of the Acquisition Scheme Meeting at 10:00am (AWST) on Monday 21 September 2020 and the time at which the chairman announces the closure of voting.

### **Voting by corporate representative**

A Cassini Shareholder or proxy, which is a body corporate, may appoint an individual to act as its representative to vote in the Acquisition Scheme Meeting.

Unless otherwise specified in the appointment, a representative acting in accordance with his or her authority, until it is revoked by the body corporate Cassini Shareholder, is entitled to exercise the same powers on behalf of that body corporate as that body corporate could exercise at a meeting or in voting on a resolution.

A corporation may appoint an individual as a representative to exercise its powers as Shareholder or as a Shareholder's proxy. The representative should bring to the Acquisition Scheme Meeting evidence of his or her appointment, including any authority under which it is signed, unless it has been previously given to the Company's share registry.

### **Voting by attorney**

A Cassini Shareholder or proxy, which is a body corporate, may appoint an individual to act as its representative to vote in the Acquisition Scheme Meeting.

An instrument appointing an attorney must be in writing executed under the hand of the appointer or the appointer's attorney duly authorised in writing, or if the appointer is a corporation, under its common seal (if any) or the hand of its duly authorised attorney or executed in a manner permitted by the Corporations Act. The instrument may contain directions as to the manner in which the attorney is to vote on a particular resolution(s) and subject to the Corporations Act, may otherwise be in any form as the Directors may prescribe or accept.

A fax of a written power of attorney is valid provided it has been provided to Cassini on the fax number above by no later than 10:00am (AWST) on 19 September 2020. Such fax will be deemed to have been served on Cassini upon the receipt of a transmission report confirming successful transmission of that fax.

### **Voting by proxy**

A Cassini Shareholder entitled to attend and vote at the Acquisition Scheme Meeting is entitled to appoint not more than two proxies. Each proxy will have the right to vote on the resolution to be put to the Acquisition Scheme Meeting and also to speak at the Acquisition Scheme Meeting. The appointment of a proxy may specify the proportion or the number of votes that the proxy may exercise. Where more than one proxy is appointed, and if the appointment does not specify the proportion or number of the Cassini Shareholder's votes each proxy may exercise, each proxy may exercise half of the votes. A proxy need not be a Cassini Shareholder.

If a proxy is not directed how to vote any item of business, the proxy may vote or abstain from voting, as that person thinks fit. If a proxy is instructed to abstain from voting on an item of business, that person is directed not to vote on the shareholder's behalf on the poll, and the Cassini Shares the subject of the proxy appointment will not be counted in computing the required majority.

Cassini Shareholders who return their Proxy Form with a direction how to vote but do not nominate the identity of their proxy will be taken to have appointed the chairman of the Scheme Meeting as their proxy to vote on their behalf. If a Proxy Form is returned but the nominated proxy does not attend the Acquisition Scheme Meeting, the chairman of the Acquisition Scheme Meeting will act in place of the nominated proxy and vote in accordance with any instructions. Proxy appointments in favour of the chairman of the Acquisition Scheme Meeting, the company secretary of Cassini or any director of Cassini which do not contain a direction will be used to support the resolution to approve the Acquisition Scheme.

You must return the Proxy Form to Cassini by either posting it in the reply paid envelope provided (only for use in Australia) or by sending, delivering, or faxing it as follows:

- (i) Mail to:

Automatic, GPO Box 5193, Sydney NSW 2001

- (ii) Hand deliver to:  
  
Automic, Level 5, 126 Phillip Street, Sydney NSW 2000
- (iii) Fax to:  
  
+61 2 8583 3040
- (iv) lodged online at <https://investor.automic.com.au/#/loginsah> and following the instructions provided.

The Proxy Form must be received by Cassini by no later than 10:00am (AWST) on 19 September 2020.

The Proxy Form must be signed by the Cassini Shareholder or the Cassini Shareholder's attorney. If an attorney signs a Proxy Form on your behalf, a certified copy of the power of attorney under which the Proxy Form was signed must be received at the same time as the Proxy Form, unless you have already provided a certified copy of the power of attorney to Cassini. Proxies given by corporations must be executed in accordance with the Corporations Act.

If you complete and return a Proxy Form, you may still attend the Acquisition Scheme Meeting in person, revoke the proxy and vote at the Acquisition Scheme Meeting.

The chairman intends to vote all available proxies in favour of the Acquisition Scheme Resolution.

## **6. JOINT HOLDERS**

In the case of Cassini Shares held by joint holders, only one of the joint holders is entitled to vote. If more than one Cassini Shareholder votes in respect of jointly held Cassini Shares, the vote of the senior who tenders a vote must be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority is determined by the order in which the names stand in the Cassini Share Register.

## **7. FURTHER INFORMATION FOR CASSINI SHAREHOLDERS**

Further information for Cassini Shareholders If you have any questions please contact the Company Secretary on +61 8 9322 7600 between 9.00 am and 5.00 pm (Perth time) Monday to Friday.

# Corporate Directory

## Directors

Michael Young – Non-Executive Chairman  
Richard Bevan – Managing Director  
Dr Jon Hronsky OAM - Non-Executive Director  
Phil Warren - Non-Executive Director  
Sze Man (Simone) Suen – Non-Executive Director

## Company Secretary

Steven Wood

## Registered and Corporate Office

Ground Floor, 16 Ord Street  
WEST PERTH WA 6005  
Telephone: +61 8 6164 8900  
Facsimile: +61 8 6164 8999

## Independent Expert

Grant Thornton Corporate Finance Pty Ltd  
Level 43, 152-158 St Georges Terrace  
Perth WA 6000

## Legal Advisers

DLA Piper Australia  
Level 21  
240 St Georges Terrace  
Perth WA 6000  
Tel +61 8 6467 6000

## Share Registry

Automic Registry Services  
Level 2  
267 St Georges Terrace  
Perth WA 6000  
Australia  
Email: [hello@automic.com.au](mailto:hello@automic.com.au)  
Website: [www.automic.com.au](http://www.automic.com.au)

## Independent Technical Specialist

CSA Global Pty Ltd  
Level 2, 3 Ord Street  
West Perth WA 6005

## Stock Exchange Listing

ASX Code: **CZI**





**CASSINI**  
RESOURCES LIMITED