



SCHEME IMPLEMENTATION AGREEMENT

Pan Pacific Petroleum NL

Zeta Resources Limited

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DETAILS

Date 12 June 2017

Parties

PPP

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Email pat@rowanhallcapital.com.au
Attention Patrick Burke

Zeta

Name Zeta Resources Limited
ARBN 162 902 481
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Email dugald.morrison@icm.limited
Attention Dugald Morrison

BACKGROUND

- A The directors of PPP have resolved to propose to PPP Shareholders a restructure by way of scheme of arrangement, the effect of which will make PPP a wholly owned Subsidiary of Zeta following the acquisition of the Scheme Shares (the **Transaction**).
- B This agreement is entered into to record and give effect to the terms and conditions on which Zeta and PPP propose to implement the Transaction.

AGREED TERMS

1 INTERPRETATION

Definitions

- 1.1 In this agreement the following terms shall bear the following meanings:

Accounting Standards has the meaning given to that term in section 9 of the Corporations Act.

Affiliate means, in relation to any specified person (other than a natural person), any other person (which shall include a natural person) directly or indirectly Controlling or Controlled by such specified person or under direct or indirect common control with such specified person.

Alternative Transaction means any bona fide proposal, agreement, arrangement, transaction or offer which would result in PPP or any member of the PPP Group:

- (a) directly or indirectly acquiring a legal, beneficial or economic interest or voting power in 20% or more of a third party's securities;
- (b) entering into, buying, disposing of, terminating or otherwise dealing with any cash settled equity swap or other synthetic, economic or derivative transaction connected with or relating to 20% or more of a third party's securities;
- (c) directly or indirectly acquiring, becoming the holder of, obtaining a right to acquire or holding or obtaining an interest (including a legal, beneficial or economic interest) in all or a substantial part or material part of the business conducted by, or property or assets of, the third party;
- (d) acquiring Control of a third party; or
- (e) otherwise acquiring, or merging with, a third party,

including by way of takeover bid, shareholder approved acquisition, scheme of arrangement, capital reduction, share buy-back or repurchase sale of assets, sale or purchase of securities or assets, assignment of assets and liabilities, strategic alliance, dual listed company structure or joint venture or synthetic merger. The variation of a proposal or offer constitutes a proposal or offer for the purposes of this definition.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited or the Australian Securities Exchange, as the context requires.

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

ASX Settlement means ASX Settlement Pty Ltd ABN 49 008 504 532.

Business Day means a business day as defined in the ASX Listing Rules.

Cash Consideration means \$0.038 cash for each Scheme Share held by a Scheme Participant.

CHESS means the clearing house electronic sub-register system of share transfers operated by ASX Settlement.

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

Competing Transaction means any bona fide proposal, agreement, arrangement, transaction or offer received by any member of the PPP Group from a third party which would result in the third party or its Affiliates:

- (a) directly or indirectly acquiring a legal, beneficial or economic interest or voting power in 20% or more of PPP Shares or of the securities of any of member of the PPP Group;
- (b) entering into, buying, disposing of, terminating or otherwise dealing with any cash settled equity swap or other synthetic, economic or derivative transaction connected with or relating to 20% or more of PPP's Shares or of the securities of any member of the PPP Group;

- (c) directly or indirectly acquiring, becoming the holder of, obtaining a right to acquire or holding or obtaining an interest (including a legal, beneficial or economic interest) in all or a substantial part or material part of the business conducted by, or property or assets of, the PPP Group;
- (d) acquiring Control of PPP or any material member of the PPP Group;
- (e) otherwise acquiring, or merging with, PPP or any member of the PPP Group; or
- (f) otherwise proposing a transaction similar in commercial and/or economic effect to PPP entering into the Transaction,

including by way of takeover bid, shareholder approved acquisition, scheme of arrangement, capital reduction, share buy-back or repurchase sale of assets, sale or purchase of securities or assets, assignment of assets and liabilities, strategic alliance, dual listed company structure or joint venture or synthetic merger. The variation of a proposal or offer constitutes a proposal or offer for the purposes of this definition.

Conditions Precedent means the conditions precedent set out in clause 3.1.

Control has the meaning given to that term in section 50AA of the Corporations Act and **Controlling** and **Controlled** has the corresponding meaning.

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

Counterproposal has the meaning given to that term in clause 10.3.2.

Court means the Federal Court of Australia.

Deed Poll means the deed poll to be entered into by Zeta on or about the date of this agreement, the form of which is contained in annexure B.

Disclosure Letter means the letter dated the date of this agreement delivered by PPP to Zeta in a form accepted by Zeta with respect to certain matters in this agreement.

Effect means, when used in relation to the Scheme, the coming into effect pursuant to 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 Scheme and **Effective** has a corresponding meaning.

Effective Date means the date the Scheme becomes Effective.

Election Form means the form accompanying the Scheme Booklet, pursuant to which Scheme Participants (other than Foreign Holders and Small Parcel Holders) may elect whether to receive their Scheme Consideration in the form of Cash Consideration or Zeta Share Consideration.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security arrangement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by law or contract.

End Date means 30 November 2017, or such later date as agreed to in writing between the parties in accordance with clause 3.9.

Excluded Shares means any PPP Shares held by Zeta and its Affiliates.

Exclusivity Period means the period commencing on the date of this agreement and ending on the earlier of the date this agreement is terminated, the Implementation Date or the End Date.

Explanatory Statement means the statement pursuant to section 412 of the Corporations Act, which will be registered by ASIC in relation to the Scheme, copies of which will be included in the Scheme Booklet.

Fairly Disclosed has the meaning given in clause 1.2.16 of this agreement.

First Court Date means the first day on which an application is made to the Court for an order under section 411(1) of the Corporations Act approving the convening of the Scheme Meeting.

Foreign Holder means any PPP Shareholder whose address shown on the PPP Share Register as at the Record Date is a place outside Australia and New Zealand, unless, no less than three Business Days prior to the Scheme Meeting, PPP and Zeta agree in writing that it is lawful and not unduly onerous or unduly impracticable to issue that PPP Shareholder with the Scheme Consideration when the Scheme becomes Effective

Financial Indebtedness means any debt or other monetary liability (whether actual or contingent) in respect of moneys borrowed or raised or any financial accommodation including under or in respect of any:

- (a) bill, bond, debenture, note or similar instrument;
- (b) acceptance, endorsement or discounting arrangement;
- (c) guarantee;
- (d) finance or capital lease;
- (e) agreement for the deferral of a purchase price or other payment in relation to the acquisition of any asset or service; or
- (f) obligation to deliver goods or provide services paid in advance by any financier, other than in the ordinary course of business.

GST has the meaning given to it in the GST law.

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

Implementation Date means the fifth Business Day after the Record Date, or such other date agreed to in writing by the parties.

Independent Expert means a person to be appointed by PPP pursuant to clause 5.1.4 as an independent expert to prepare a report to be provided to the PPP Board and PPP Shareholders stating whether, in the expert's opinion, the Scheme is in the best interests of PPP Shareholders.

Independent Expert's Report means the independent expert's report prepared by the Independent Expert in relation to the Scheme including any updates or amendments to this report made by the Independent Expert.

Independent PPP Directors means all directors of PPP except Mr Peter Sullivan.

Independent Zeta Directors means all directors of Zeta except Mr Peter Sullivan.

Indicative Timetable means the timetable contained in schedule 1 or as otherwise may be agreed in writing by Zeta and PPP, acting reasonably.

Insolvency Event means in relation to a person:

- (a) the person is or becomes unable to pay its debts as and when they fall due within the meaning of the Corporations Act or is otherwise presumed to be insolvent under the Corporations Act, or would be presumed to be insolvent if that Act applied;
- (b) the person suspends or threatens to suspend payment of its debts generally;
- (c) the calling of a meeting to consider a resolution to wind up the person (other than where the resolution is frivolous or cannot reasonably be considered to be likely to lead to the actual winding up of the person) or the making of an application or the making of any order, or the passing of any resolution, for the winding up, liquidation or bankruptcy of the party other than where the application or order (as the case may be) is set aside within 14 days;
- (d) the appointment of a provisional liquidator, liquidator, receiver or a receiver and manager or other insolvency official (whether under Australian law or foreign law) to the person or to the whole or a substantial part of the property or assets of the person;
- (e) the appointment of an administrator to the person;
- (f) the entry by a person into any compromise or arrangement with creditors; or
- (g) the person ceases or threatens to cease to carry on business, other than in accordance with a planned shutdown.

Marketable Parcel has the meaning given to that term in the ASX Listing Rules.

Notice of Meeting means the notice convening the Scheme Meeting together with the proxy forms for that meeting.

PPP Board means the board of directors of PPP from time to time.

PPP Costs has the meaning given to that term in clause 11.2.2.1.

PPP Financial Statements means the audited consolidated statement of financial position, the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of changes in equity and the consolidated statement of cash flows of PPP for the financial half year ended 31 December 2016, together with the accompanying notes.

PPP Group means PPP and its Subsidiaries.

PPP Information means all information included in the Scheme Booklet other than the Zeta Information, the information contained in the report on the taxation implications of the Scheme and the Independent Expert's Report.

PPP Material Adverse Event means one or more changes, events, occurrences, facts or matters (including for the avoidance of doubt any actions of Regulatory Authorities) that occurs on or after the date of this agreement, or is likely to occur on or after the date of this agreement which, whether individually or when aggregated with all such changes, events, occurrences or matters of a like kind, has had or is reasonably likely to have the result that the business, trading or financial position or assets of the PPP Group are materially adversely affected and the effect of a diminution or reduction in the value of the total net assets less the total liabilities of the PPP Group (taken as a whole) from that shown on PPP's balance sheet as at 31 December 2016 and excluding depreciation and amortisation of assets from 31 December 2016 by \$2 million or more (calculated on the basis of applicable accounting principles), other than those changes, events, occurrences or matters:

- (a) to the extent required or permitted by this agreement, the Scheme or transactions contemplated by them;
- (b) caused by a fall in the trading price of shares in listed entities in which PPP holds shares;
- (c) to the extent that is Fairly Disclosed in the Disclosure Letter;
- (d) that took place with the written consent of Zeta; or
- (e) to the extent announced by PPP to ASX before the date of this agreement.

For the avoidance of doubt, a fall in the trading price of a PPP Share will not itself constitute a PPP Material Adverse Event.

PPP Prescribed Occurrence means other than:

- (a) as required or permitted under this agreement, the Scheme or Deed Poll;
- (b) matters which have been announced by PPP to ASX before the date of this agreement;
- (c) to the extent that is Fairly Disclosed in the Disclosure Letter;
- (d) as agreed to in writing by Zeta,

the occurrence of any of the following on or after the date of this agreement and before 8.00am on the Second Court Date:

- (e) PPP converting all or any of its shares into a larger or smaller number of shares;
- (f) any member of the PPP Group resolving to reduce its share capital in any way or reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;
- (g) any member of the PPP Group:
 - (i) entering into a buy-back agreement; or

- (ii) resolving to approve the terms of a buy-back agreement under the Corporations Act;
- (h) any member of the PPP Group declaring, paying or distributing or incurs a liability to make or pay any dividend, bonus or other share of its profits, income or assets or returning or agreeing to return any capital to its members;
- (i) a member of the PPP Group issuing securities, including without limitation shares, or granting an option (over its shares, or agreeing to make such an issue or grant such an option, including pursuant to a dividend reinvestment or other share plan, other than the issue of or an agreement to issue securities in a member of the PPP Group (other than PPP) to PPP or a wholly owned Subsidiary of PPP;
- (j) a member of the PPP Group issuing or agreeing to issue securities convertible into, or giving rights to be issued, PPP Shares, including pursuant to a dividend reinvestment or other share plan;
- (k) a member of the PPP Group making any change to its constitution or convenes a meeting to consider a resolution to change a constitution of any member of the PPP Group;
- (l) a member of the PPP Group disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property or ceases or threatens to cease to, carry on the business conducted as at the date of this agreement;
- (m) any disposal of shares or securities by a member of the PPP Group in any member of the PPP Group other than to a member of the PPP Group that is a wholly owned Subsidiary of PPP;
- (n) any member of the PPP Group exercises or waives any pre-emptive rights or rights of first or last refusal prior to the final date on which those rights may be exercised;
- (o) any member of the PPP Group:
 - (i) issues, or agrees to issue, or grants an option to subscribe for, debentures (as defined in section 9 of the Corporations Act);
 - (ii) terminates or materially amends a contract with an annual revenue or expenditure more than \$250,000;
 - (iii) enters into any new contract with an annual revenue or expenditure of more than \$250,000 with a third party, including any joint venture agreement, shareholders agreement or other profit sharing arrangement;
- (p) a member of the PPP Group:
 - (i) acquiring, leasing or disposing of;
 - (ii) agreeing to acquire, lease or dispose of; or
 - (iii) offering, proposing, announcing an intention or a bid or tendering for,

- any business, assets, entity or undertaking, the value of which exceeds \$250,000 (individually or in aggregate);
- (q) a member of the PPP Group entering into a contract or commitment that materially restrains that member from competing with any person or conducting activities in any material market;
 - (r) a member of the PPP Group creating, or agreeing to create, any Encumbrance over the whole, or a substantial part, of its business or property or assets other than a lien which arises by operation of law or legislation securing an obligation that is not yet due;
 - (s) a member of the PPP Group:
 - (i) entering into any contract or commitment (including in respect of Financial Indebtedness) requiring payments by a member of the PPP Group in excess of \$250,000 annually (individually or in aggregate);
 - (ii) (without limiting the foregoing) incurring or agreeing to incur capital expenditure on or after the date of this agreement of more than \$250,000 (individually or in aggregate);
 - (iii) waiving any material third party default where the financial impact on the relevant member of the PPP Group will be in excess of \$250,000 (individually or in aggregate);
 - (iv) accepting as a compromise of a matter less than the full compensation due to a member of the PPP Group, where the result of the compromise is that the member will receive an amount which is more than \$250,000 (individually or in aggregate) less than the amount of full compensation; or
 - (v) otherwise waiving, releasing, granting or transferring any rights with an annual revenue or expenditure of more than \$250,000 (individually or in aggregate);
 - (t) other than pursuant to commitments that existed prior to the date of this agreement, a member of the PPP providing financial accommodation by way of Financial Indebtedness other than to members of the PPP Group (irrespective of what form of Financial Indebtedness that accommodation takes) in excess of \$250,000 (individually or in aggregate);
 - (u) a member of the PPP Group entering into or resolving to enter into a transaction with any related party of PPP (other than a related party which is a member of the PPP Group) as defined in section 228 of the Corporations Act which would require shareholder approval under Chapter 2E or under Chapter 10 of the ASX Listing Rules;
 - (v) a material member of the PPP Group being deregistered as a company or otherwise dissolved except in the case of a member of the PPP Group with less than \$250,000 (individually or in aggregate) in net assets as at the date of this agreement;

- (w) a member of the PPP Group changing any accounting policy applied by them to report their financial position other than any change in policy required by a change in Accounting Standards;
- (x) PPP Shares cease to be quoted on ASX; or
- (y) if an Insolvency Event occurs in respect of any member of the PPP Group.

PPP Representations and Warranties means the representations and warranties of PPP set out in part 1 of schedule 2 and given pursuant to clause 7.3.

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

PPP Share Register means the register of PPP Shares maintained by Link Market Service Limited.

PPP Shareholder means a person who is registered in the PPP Share Register as the holder of one or more PPP Shares, from time to time.

Record Date means 5.00pm on the fifth Business Day following the Effective Date, or such other date (after the Effective Date) as PPP and Zeta may agree in writing.

Regulatory Approvals has the meaning given to that term in clause 3.1.1.

Regulatory Authority includes:

- (a) a government or governmental, semi-governmental, administrative, fiscal or judicial entity or authority;
- (b) a minister, department, office, commission, delegate, instrumentality, tribunal, agency, board, authority or organisation of any government;
- (c) any regulatory organisation established under statute; and
- (d) in particular, ASX and ASIC.

Regulatory Review Period means the period from the date on which the draft Scheme Booklet is submitted to ASIC to the date on which ASIC provides a letter indicating whether or not it proposes to appear to make submissions, or will intervene to oppose the Scheme, when the application made to the Court for orders under section 411(1) of the Corporations Act convening the Scheme Meeting to consider the Scheme is heard.

Reimbursement Fee Amount means \$200,000.

Required Consultation Period means the shorter of:

- (a) five Business Days after both parties becoming aware that clause 3.9.1.1, 3.9.1.2, or 3.9.1.3 as the case may be, is triggered; and
- (b) the period commencing at the time both parties become aware that clause 3.9.1.1, 3.9.1.2, or 3.9.1.3 or, as the case may be, is triggered and ending at 8.00am on the Second Court Date.

Representative means:

- (a) in relation to PPP, a member of the PPP Group, any director, officer or employee of any member of the PPP Group, and any financier, financial adviser, accounting adviser, auditor, legal adviser or technical or other expert adviser or consultant to any member of the PPP Group in relation to the Transaction; and
- (b) in relation to Zeta, a member of the Zeta Group (other than a member of the PPP Group), any director, officer or employee of any member of the Zeta Group (other than a member of the PPP Group) and any financier, financial adviser, accounting adviser, auditor, legal adviser, or technical or other expert adviser or consultant to any member of the Zeta Group (other than a member of the PPP Group) in relation to the Transaction.

RG 60 means Regulatory Guide 60 issued by ASIC on 22 September 2011, as amended.

Sale Agent means a person appointed by Zeta to sell the Zeta Shares that would otherwise be issued to or for the benefit of Foreign Holders under the terms of the Scheme.

Scheme means the scheme of arrangement pursuant to Part 5.1 of the Corporations Act proposed between PPP and PPP Shareholders, the form of which is contained in annexure A, together with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by Zeta and PPP.

Scheme Booklet means the information to be despatched to all PPP Shareholders and approved by the Court in connection with the Scheme, including the Scheme, the Explanatory Statement in respect of the Scheme, the Independent Expert's Report and the Notice of Meeting.

Scheme Consideration means for each PPP Share held by a Scheme Participant at the Record Date:

- (a) the Cash Consideration; or
- (b) the Zeta Share Consideration,

subject to the terms of this Scheme.

Scheme Meeting means the meeting of PPP Shareholders convened by the Court in relation to the Scheme pursuant to section 411(1) of the Corporations Act and includes any adjournment of that meeting.

Scheme Participant means each person who is a PPP Shareholder as at 5.00pm on the Record Date (other than Zeta and its Affiliates).

Scheme Resolution means the resolution to be put to PPP Shareholders at the Scheme Meeting to approve the Scheme.

Scheme Shares means all of the PPP Shares on issue at the Record Date other than Excluded Shares.

Second Court Date means the first day on which the application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme is heard or,

if the application is adjourned for any reason, the first day on which the adjourned application is heard.

Small Parcel Holder means a PPP Shareholder who holds less than a Marketable Parcel of PPP Shares at the Record Date.

Subsidiaries has the meaning given to that term in section 9 of the Corporations Act.

Superior Offer means a bona fide Competing Transaction that the PPP Board, acting reasonably and in good faith, and after taking written advice from its external legal advisers and in consultation with its financial advisors (if any), determines:

- (a) is reasonably capable of being completed on a timely basis, taking into account all aspects of the Competing Transaction and the person making it, including without limitation having regard to timing considerations, legal, regulatory and financial matters and any conditions precedent; and
- (b) would or would be reasonably likely, if completed in accordance with its terms, to be more favourable to its shareholders than the Scheme, after taking into account all of the terms and conditions of (including consideration, conditionality, funding, certainty and timing), and the identity, reputation and standing of the person making, the Competing Transaction.

Third Party Bidder has the meaning given to that term in clause 10.1.2.

Transaction has the meaning given to that term in the Background.

WST means western standard time.

Zeta Board means the board of directors of Zeta.

Zeta Costs has the meaning given to that term in clause 11.1.2.1.

Zeta Financial Statements means the audited consolidated statement of financial position, the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of changes in equity and the consolidated statement of cash flows of Zeta for the financial half year ended 31 December 2016, together with the accompanying notes.

Zeta Group means Zeta and its Affiliates (other than members of the PPP Group).

Zeta Information means the information that Zeta provides to PPP under clause 5.3.1 for inclusion in the Scheme Booklet.

Zeta Option means an option to acquire a Zeta Share on issue at the date of this agreement.

Zeta Representations and Warranties means the representations and warranties of Zeta set out in part 2 of schedule 2 and given pursuant to clause 7.1.

Zeta Share means a fully paid common share in the capital of Zeta.

Zeta Shareholder means a person who is registered in the Zeta Share Register as the holder of one or more Zeta Shares, from time to time.

Zeta Share Consideration means one Zeta Share for every 10 Scheme Shares held by a Scheme Participant.

Zeta Share Register means the register of registered shareholders of Zeta in Bermuda or any branch register thereof.

Interpretation

- 1.2 In this agreement, except where the context otherwise requires:
- 1.2.1 the singular includes the plural and vice versa, and a gender includes other genders;
 - 1.2.2 another grammatical form of a defined word or expression has a corresponding meaning;
 - 1.2.3 a reference to a clause, paragraph, or schedule is to a clause or paragraph of, or schedule to, this agreement, and a reference to this agreement includes any schedule;
 - 1.2.4 a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - 1.2.5 a reference to A\$, dollar or \$ is to Australian currency;
 - 1.2.6 a reference to time is to time in Perth, Western Australia, unless otherwise noted;
 - 1.2.7 a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
 - 1.2.8 a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
 - 1.2.9 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - 1.2.10 a word or expression defined in the Corporations Act and not otherwise defined in this agreement has the meaning given to it in the Corporations Act;
 - 1.2.11 the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
 - 1.2.12 any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
 - 1.2.13 any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
 - 1.2.14 a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it;

- 1.2.15 if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- 1.2.16 a reference to **Fairly Disclosed** means disclosed to the relevant party in good faith and in sufficient detail so as to enable a reasonable and sophisticated party experienced in transactions similar to the Transaction and experienced in a business similar to any business conducted by the PPP Group, to identify the nature and scope of the relevant fact, matter, event or circumstance.

2 AGREEMENT TO PROPOSE SCHEME

- 2.1 PPP agrees to propose and implement the Scheme, and Zeta agrees to assist PPP to propose and implement the Scheme, on and subject to the terms of this agreement, and in accordance with the Corporations Act.
- 2.2 Each party agrees to execute all documents and do all acts and things within its power as may be necessary or desirable for the implementation and performance of the Scheme substantially in accordance with this agreement.

3 CONDITIONS PRECEDENT

3.1 Conditions Precedent to implementation of the Scheme

Subject to this clause 3, the Scheme will not become Effective, and the respective obligations of the parties in relation to the implementation of the Scheme are not binding, unless each of the following conditions precedent are satisfied or waived to the extent and in the manner set out in this clause 3 on or prior to 8.00am the Second Court Date (or such other date as specified in the relevant Condition Precedent);

- 3.1.1 **Regulatory Approvals:** before 5.00pm on the Business Day before the Second Court Date:
- 3.1.1.1 **ASIC:** ASIC issues or provides all such reliefs, confirmations, consents, approvals, modifications or exemptions, or does such other acts which the parties agree are reasonably necessary or desirable to implement the Scheme and such reliefs, waivers, confirmations, consents, approvals, modifications or exemptions or other acts (as the case may be) have not been withdrawn, suspended, varied or revoked before 5.00pm on the Business Day before the Second Court Date;
- 3.1.1.2 **ASX:** ASX issues or provides all such reliefs, confirmations, consents, approvals, waivers or does such other acts which the parties agree are reasonably necessary to implement the Scheme and such reliefs, confirmations, consents, approvals, waivers or other acts (as the case may be) have not been withdrawn, suspended, varied or revoked before 5.00pm on the Business Day before the Second Court Date; and
- 3.1.1.3 all other regulatory approvals or waivers required to implement the Scheme being granted or obtained and those regulatory approvals or

waivers not being withdrawn, cancelled, revoked or varied in a manner that is materially adverse to the parties,

(together **Regulatory Approvals**);

- 3.1.2 **PPP Shareholder Approval:** PPP Shareholders approve the Scheme at the Scheme Meeting by the requisite majorities under the Corporations Act;
- 3.1.3 **Restraining Orders:** as at 8.00am on the Second Court Date, no judgement, order, decree, statute, law, ordinance, rule of regulation, or other temporary restraining order, preliminary or permanent injunction, restraint or prohibition or other order or decision has been issued, made, entered, enacted, promulgated or enforced by any court of competent jurisdiction or any Regulatory Authority remains in effect that prohibits, restricts, makes illegal or restrains the completion of the Scheme, and there is no other legal restraint or prohibition, preventing the consummation of any aspect of the Transaction on the Implementation Date;
- 3.1.4 **Court Approval:** the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act either unconditionally or on conditions that do not impose unduly onerous obligations upon either party;
- 3.1.5 **Independent Expert Report:** the Independent Expert provides a report to PPP that concludes that the Scheme is in the best interests of PPP Shareholders on or before the time when the Scheme Booklet is registered by ASIC under the Corporations Act and the Independent Expert not withdrawing or adversely modifying that conclusion before 8.00am on the Second Court Date;
- 3.1.6 **ASX Listing:** ASX approving the Zeta Shares to be issued as Zeta Share Consideration for official quotation on ASX subject only to any conditions which ASX may reasonably require and to the Scheme becoming Effective, and such approval remains in full force and effect in all respects and does not become subject to any notice, intimation or indication of intention to revoke, suspend, restrict, modify or not renew the same;
- 3.1.7 **No PPP Material Adverse Event:** no PPP Material Adverse Event occurs between the date of this agreement and 8.00am on the Second Court Date;
- 3.1.8 **No PPP Prescribed Occurrence:** no PPP Prescribed Occurrence occurs between the date of this agreement and 8.00am on the Second Court Date;
- 3.1.9 **Zeta Representations and Warranties:** the Zeta Representations and Warranties given by Zeta pursuant to clause 7.1 are true and correct in all material respects as at the date of this agreement and as at 8.00am on the Second Court Date; and
- 3.1.10 **PPP Representations and Warranties:** the PPP Representations and Warranties given by PPP pursuant to clause 7.3 are true and correct in all material respects as at the date of this agreement and as at 8.00am on the Second Court Date.

3.2 **Waiver of Conditions Precedent**

- 3.2.1 The Conditions Precedent in:
 - 3.2.1.1 clauses 3.1.1 (Regulatory Approvals), 3.1.2 (PPP Shareholder Approval), 3.1.3 (Restraining Orders), 3.1.4 (Court Approval) and

3.1.6 (ASX Listing) are for the benefit of both parties, and any breach or non-fulfilment of them may only be waived (if capable of waiver) with the written consent of both parties, which consent either party may give or withhold in its absolute discretion;

3.2.1.2 clauses 3.1.7 (No PPP Material Adverse Event), 3.1.8 (No PPP Prescribed Occurrence) and 3.1.10 (PPP Representations and Warranties) are for the sole benefit of, and any breach or non-fulfilment of those Conditions Precedent may only be waived with the written consent of, Zeta; and

3.2.1.3 clauses 3.1.5 (Independent Expert Report) and 3.1.9 (Zeta Representations and Warranties) are for the sole benefit of, and any breach or non-fulfilment of those Conditions Precedent may only be waived with the written consent of, PPP.

3.2.2 A party entitled to waive the breach or non-fulfilment of a Condition Precedent pursuant to this clause 3.2 may do so in its absolute discretion subject to the provision of written notice to the other party. Any such waiver by a party for whose benefit the relevant Condition Precedent applies must take place on or prior to 8.00am on the Second Court Date.

3.2.3 If a party waives the breach or non-fulfilment of a Condition Precedent, that waiver precludes the party from suing another party for any breach of this agreement that resulted in the breach or non-fulfilment of the Condition Precedent.

3.2.4 Waiver of a breach or non-fulfilment in respect of one Condition Precedent does not constitute:

3.2.4.1 a waiver of breach or non-fulfilment of any other Condition Precedent resulting from the same event; or

3.2.4.2 a waiver of breach or non-fulfilment of that Condition Precedent resulting from any other event.

3.3 **Reasonable endeavours to satisfy Conditions Precedent**

Each of the parties will use its reasonable endeavours to procure that:

3.3.1 each of the Conditions Precedent is satisfied as soon as practicable after the date of this agreement and continues to be satisfied at all times until the last time it is to be satisfied (as the case may require); and

3.3.2 there is no occurrence within the control of PPP or Zeta (as the context requires) or their Affiliates that would prevent the Conditions Precedent being satisfied.

3.4 **Pre-implementation steps**

3.4.1 Without limiting the generality of clause 3.3:

3.4.1.1 **Regulatory Approvals:** each party must:

- (a) promptly apply for all relevant Regulatory Approvals and take all steps it is responsible for as part of the Regulatory Approval process, including responding to requests for information at the earliest practicable time;
- (b) provide all information and assistance reasonable requested by the other party or a Regulatory Authority in connection with the applications for Regulatory Approvals; and
- (c) to the extent that it is within its control, use its reasonable endeavours to procure that there is no occurrence that would prevent the Regulatory Approvals from being obtained by the applicable time referred to in clause 3.1.1 and not take any action that will or is likely to hinder or prevent the satisfaction of the Condition Precedent in clause 3.1.1 except to the extent that such action is required by any applicable laws;

3.4.1.2 **Consultation:** each party must consult with the other in advance in relation to all material communications (whether written or oral, and whether direct or via agents or advisers) with any Regulatory Authority relating to any Regulatory Approval (**Communications**) including:

- (a) providing the other party with drafts of any material written Communications to be sent to a Regulatory Authority and making such amendments as the other party reasonably requires; and
- (b) providing copies of any material written Communications sent to or received from a Regulatory Authority to the other party promptly upon despatch or receipt (as the case may be),

in each case to the extent it is reasonable to do so;

3.4.1.3 **Participation:** so far as it is able, allow the other party the opportunity to be represented (including by way of telephone, video conference or similar means) and make submissions at any proposed meeting with any Regulatory Authority relating to any Regulatory Approval; and

3.4.1.4 **Notification:** each party must keep the other promptly and reasonably informed of the steps it has taken and of its progress towards satisfaction of the Conditions Precedent.

3.4.2 Nothing in clauses 3.3 or 3.4 prevent a party applying for a Regulatory Approval from taking any step (including communicating with a Regulatory Authority) in respect of a Regulatory Approval if the other party has not promptly responded under clauses 3.4.1.2 or 3.4.1.3.

3.5 Assistance of Representatives

Each party must procure that its Representatives work (including by attending meetings and by providing information) in good faith and in a timely and co-operative fashion with the other party, and the other party's Representatives, to satisfy the Conditions Precedent.

3.6 Notice of failure to satisfy Condition Precedent

3.6.1 A party must promptly give the other written notice if it becomes aware that any Condition Precedent is incapable of being satisfied or of any event that will prevent a Condition Precedent being satisfied (having regard to the respective obligations of each party under clauses 3.3 or 3.4).

3.6.2 PPP or Zeta (as the case may be) must give written notice to the other party as soon as reasonably practicable (and in any event before 5.00pm on the day before the Second Court Date) as to whether or not it waives the breach or non-fulfilment of any Condition Precedent (if such Condition Precedent is capable of waiver) resulting from the occurrence of that event, specifying the Condition Precedent in question.

3.7 Notice of satisfaction of Condition Precedent

Each party must promptly give the other written notice if it becomes aware that any Condition Precedent has been satisfied, in which case the notifying party must also provide reasonable evidence that the Condition Precedent has been satisfied.

3.8 Certificates in relation to Conditions Precedent

3.8.1 At the hearing at which the application for an order under section 411(4)(b) of the Corporations Act approving the Scheme is considered by the Court:

3.8.1.1 PPP and Zeta will provide a joint certificate to the Court confirming whether or not the Conditions Precedent set out in clauses 3.1.1 (Regulatory Approvals) and 3.1.3 (Restraining Orders) have been satisfied or waived in accordance with the terms of this agreement;

3.8.1.2 PPP will provide a certificate to the Court confirming whether or not the Conditions Precedent set out in clauses 3.1.2 (PPP Shareholder Approval), 3.1.5 (Independent Expert Report), 3.1.7 (no PPP Material Adverse Event), 3.1.8 (no PPP Prescribed Occurrence) and 3.1.10 (PPP Representations and Warranties) have been satisfied or waived in accordance with the terms of this agreement; and

3.8.1.3 Zeta will provide a certificate to the Court confirming whether or not the Conditions Precedent set out in clauses 3.1.6 (ASX Listing) and 3.1.9 (Zeta Representations and Warranties) have been satisfied or waived in accordance with the terms of this agreement.

3.8.2 Each party will give the other party a draft of its certificate by 5.00pm on the Business Day prior to the Second Court Date.

3.9 Conditions Precedent not met

3.9.1 If:

- 3.9.1.1 there is a breach or non-fulfilment of a Condition Precedent which is not satisfied or waived (where capable of waiver) in accordance with this agreement;
- 3.9.1.2 there is an act, failure to act, event or occurrence which will prevent a Condition Precedent being satisfied or waived by the date specified in clause 3.1 for its satisfaction (and the breach or non-fulfilment of the Condition Precedent which would otherwise occur has not already been waived or satisfied in accordance with this agreement), or
- 3.9.1.3 if it becomes probable that the Scheme will not become Effective by the End Date,

the parties must consult in good faith with a view to:

- 3.9.1.4 considering and if agreed, determining whether the Scheme or a transaction that results in Zeta having beneficial ownership of all of the PPP Shares, may proceed by way of alternative means or methods;
 - 3.9.1.5 considering and if agreed, extending the time or date for satisfaction of the relevant Condition Precedent or the End Date; or
 - 3.9.1.6 considering and if agreed, changing the date of application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme or adjourning that application (as applicable) to another date agreed to in writing by the parties (being a date no later than five Business Days before the End Date).
- 3.9.2 Subject to clause 3.9.5, if the parties are unable to reach agreement under clause 3.9.1 within the Required Consultation Period, then within 10 Business Days after the Required Consultation Period ends, either party may, provided that Condition Precedent is for the benefit of that party, terminate this agreement by notice in writing to the other without incurring any liability to the other party because of that termination alone (other than under clause 11 if applicable).
- 3.9.3 If the Condition Precedent in clause 3.1.2 is not satisfied only because of a failure to obtain the majority required by section 411(4)(a)(ii)(A) of the Corporations Act, then either party may by written notice to the other party within three Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court to be sought, pursuant to the Court's discretion in that section, provided the party has in good faith formed the view that the prospect of the Court exercising its discretion in that way is reasonable.
- 3.9.4 If the Court refuses to make an order approving the Scheme satisfying clause 3.1.4, at Zeta's request PPP must appeal the Court's decision to the fullest extent possible (except to the extent that the parties agree otherwise, or an independent Senior Counsel indicates that, in his or her view, an appeal would have negligible prospects of success before the End Date). PPP may bring an appeal even if not

requested by Zeta. If any such appeal is undertaken at the request of Zeta, Zeta will bear PPP's costs of the appeal (including costs of the independent Senior Counsel) unless the parties otherwise agree. If any such appeal is undertaken by PPP, without the prior request from Zeta, PPP will bear Zeta's costs of the appeal unless the parties otherwise agree.

3.9.5 A party will not be entitled to terminate this agreement for any reason set out in clause 3.9.2 if the relevant Condition Precedent is not capable of being waived by that party or has not been satisfied as a result (either alone or together with other circumstances) of:

3.9.5.1 a breach of this agreement by that party; or

3.9.5.2 a deliberate act or omission of that party which either alone or when taken together with other deliberate acts or omissions of that party, prevents that Condition Precedent being satisfied.

4 TRANSACTION STEPS

4.1 Scheme

4.1.1 PPP must, as soon as reasonably practicable after the date of this agreement and substantially in accordance with the Indicative Timetable, propose the Scheme to PPP Shareholders.

4.1.2 If the Scheme becomes Effective, on the Implementation Date:

4.1.2.1 all of the PPP Shares held by Scheme Participants on the Record Date will be transferred to Zeta or a nominee of Zeta; and

4.1.2.2 in exchange, each Scheme Participant will receive the Scheme Consideration for each PPP Share held by them at the Record Date.

4.2 No amendment to the Scheme without consent

PPP must not consent to any modification of, or amendment to, or the making or imposition by the Court of any condition in respect of, the Scheme without the prior written consent of Zeta.

4.3 Election Procedure

4.3.1 PPP and Zeta agree that each Scheme Participant (save for Foreign Holders and Small Parcel Holders) will be entitled to elect to receive as consideration for the transfer of its PPP Shares to Zeta or a nominee of Zeta, under the Scheme, either:

4.3.1.1 the Cash Consideration; or

4.3.1.2 the Zeta Share Consideration,

by completing the Election Form and returning it to the address specified so that it is received by 5.00pm on the Record Date. PPP must ensure that the Scheme Booklet sent to PPP Shareholders is accompanied by the Election Form to be completed by each PPP Shareholder.

- 4.3.2 An election must be made in accordance with the terms and conditions on the Election Form. If a Scheme Participant fails to make an election by 5.00pm on the Record Date, the Scheme Participant will be deemed to have elected to receive Zeta Share Consideration.

4.4 Provision of election updates

- 4.4.1 In order to facilitate the provision of the Scheme Consideration, PPP must provide, or procure the provision of, to Zeta or a nominee of Zeta:
- 4.4.1.1 reasonable written updates of the elections that have been received in the period up to the Record Date;
 - 4.4.1.2 written details of the final elections made by each PPP Shareholder, within one Business Day after the Record Date; and
 - 4.4.1.3 a complete copy of the PPP Share Register as at the Record Date (which must include the name, registered address and registered holding of each PPP Shareholder as at the Record Date) within one Business Day after the Record Date.
- 4.4.2 The details and information to be provided under clause 4.4.1 must be provided in such form as Zeta, or its nominee, may reasonably require.

4.5 Consideration

- 4.5.1 Subject to clause 4.5.2, Zeta undertakes and warrants to PPP (in its own right and on behalf of each Scheme Participant) that in consideration of the transfer to Zeta or a nominee of Zeta of each PPP Share held by a Scheme Participant under the terms of the Scheme, on the Implementation Date, Zeta will provide either the Cash Consideration or the Zeta Share Consideration to each Scheme Participant, in accordance with the terms of this agreement, the Scheme and Deed Poll.
- 4.5.2 Where the calculation of the number of Zeta Shares to be issued to a particular PPP Shareholder would result in the issue of a fraction of a Zeta Share, the fractional entitlement will be rounded down to the nearest whole number of Zeta Shares.
- 4.5.3 PPP acknowledges that the undertaking by Zeta in clause 4.5.1 is given to PPP in its capacity as agent for each Scheme Participant.

4.6 Foreign Holders

- 4.6.1 Zeta has no obligation under this agreement to allot or issue, and will not issue, any Zeta Shares to any Foreign Holders and, instead, will issue the Zeta Share Consideration to which the Foreign Holders would have otherwise been entitled to the Sale Agent, in trust for the Foreign Holder who is the beneficial owner thereof.
- 4.6.2 Zeta will instruct the Sale Agent to:
- 4.6.2.1 sell all Zeta Share Consideration issued to the Sale Agent pursuant to clause 4.6.1 in such manner, or such financial market, at such price and on such other terms as the Sale Agent determines in good faith,

as soon as reasonably practicable and in any event not more than 20 Business Days after the Implementation Date; and

- 4.6.2.2 instruct the Sale Agent remit to the Foreign Holder the proceeds of sale (on an averaged basis so that all Foreign Holders receive the same price per Zeta Shares, subject to rounding to the nearest whole cent) in Australian dollars (after deducting any applicable brokerage, foreign exchange, stamp duty and other selling costs, taxes and charges).

4.7 Small Parcel Holders

Zeta has no obligation under this agreement and must not cause the issue of Zeta Shares to any Small Parcel Holder and, instead, must pay the Cash Consideration to each Small Parcel Holder who is a Scheme Participant in accordance with this clause 4.

4.8 Shares to rank equally

Zeta covenants in favour of PPP (in its own right and on behalf of the Scheme Participants) that it will procure that:

- 4.8.1 the Zeta Shares to be issued pursuant to the Scheme will be duly and validly authorised and will be of the same class of Zeta Shares currently issued and outstanding and will rank equally in all respects with all issued and outstanding Zeta Shares; and
- 4.8.2 each such Zeta Share issued pursuant to the Scheme will be validly issued, fully paid, free from any Encumbrance or other third party rights and non-assessable.

4.9 Timetable

The parties must use their commercially reasonable endeavours to implement the Transaction and perform their respective obligations substantially in accordance with the Indicative Timetable.

4.10 Quotation of PPP Shares

- 4.10.1 PPP must apply to ASX to suspend trading on ASX in PPP Shares with effect from the close of trading on the Effective Date.
- 4.10.2 On a date after the Implementation Date to be determined by Zeta, PPP must apply:
 - 4.10.2.1 for termination of the official quotation of PPP Shares on ASX; and
 - 4.10.2.2 to have itself removed from the official list of ASX.

5 IMPLEMENTATION OF THE SCHEME

5.1 PPP's specific obligations

PPP must execute all documents and do all acts and things within its power as may be necessary or desirable for the implementation and performance of the Scheme on a basis

consistent with this agreement and substantially in accordance with the Indicative Timetable (and must consult with Zeta on a regular basis about its progress in that regard), and in particular PPP must:

- 5.1.1 **promote merits of Transaction:** participate in, and ensure the PPP Board participates in, efforts reasonably requested by an Independent Zeta Director to promote the merits of the Transaction, including meeting with key PPP Shareholders at the reasonable request of an Independent Zeta Director;
- 5.1.2 **prepare Scheme Booklet:** prepare and dispatch the Scheme Booklet in respect of the Scheme in accordance with all applicable laws and in particular with the Corporations Act, RG 60 and the ASX Listing Rules, and in accordance with the requirements of clause 5.5. For the avoidance of doubt, PPP is not responsible for the preparation of the Zeta Information of the Independent Expert's Report;
- 5.1.3 **directors' recommendation:** include in the Scheme Booklet a statement by the Independent PPP Directors:
 - 5.1.3.1 unanimously recommending that PPP Shareholders vote in favour of the Scheme in the absence of any Superior Offer unless there has been a change of recommendation permitted under this agreement; and
 - 5.1.3.2 that each Independent PPP Director will (in the absence of a Superior Offer) vote, or procure the voting of any PPP Shares (as applicable) held by or controlled by an Independent PPP Director at the time of the Scheme Meeting in favour of the Scheme at the Scheme Meeting;
- 5.1.4 **commission Independent Expert's Report:** promptly appoint the Independent Expert, and any investigating accountant to be appointed in connection with the preparation of the Scheme Booklet or the Independent Expert's Report, and provide all assistance and information reasonably requested by them in connection with the preparation of the Independent Expert's report for inclusion in the Scheme Booklet (including any updates to such report) and any other materials to be prepared by them for inclusion in the Scheme Booklet (including any updates to the Scheme Booklet);
- 5.1.5 **amend Scheme Booklet:** implement such changes to those parts of the Scheme Booklet relating to Zeta which are provided to PPP by Zeta as reasonably requested by Zeta prior to finalising the draft Scheme Booklet for lodgement with ASIC;
- 5.1.6 **consultation with Zeta:** as soon as practicable after the date of this agreement:
 - 5.1.6.1 provide to Zeta a draft of the Scheme Booklet and the Independent Expert's report for the purpose of enabling Zeta to review and comment on those draft documents provided that, in relation to the Independent Expert's Report, Zeta's review is to be limited to a factual accuracy review;
 - 5.1.6.2 take the comments made by Zeta into account in good faith when producing revised drafts of the Scheme Booklet;

- 5.1.6.3 provide Zeta with revised drafts of the Scheme Booklet within a reasonable time before the draft Scheme Booklet is finalised and to enable Zeta to review the draft Scheme Booklet at least two Business Days before its submission to ASIC; and
- 5.1.6.4 obtain written consent from Zeta for the form and content in which Zeta Information appears in the Scheme Booklet;
- 5.1.7 **liaise with ASIC:** as soon as reasonably practicable after the date of this agreement but no later than 14 days before the First Court Date, provide a copy of the draft Scheme Booklet to ASIC for its review and approval for the purposes of section 411(2) of the Corporations Act;
- 5.1.8 **keep Zeta informed:** during the Regulatory Review Period:
 - 5.1.8.1 promptly provide to Zeta and include in revised drafts of the Scheme Booklet any new information in relation to the PPP Group not included in the draft Scheme Booklet which is required by the Corporations Act or RG 60 to be included in the Scheme Booklet; and
 - 5.1.8.2 promptly inform and consult with Zeta in relation to any matters raised by ASIC in connection with the Scheme Booklet or the Scheme including in relation to any presentation and/or the making of any submission in writing or at any proposed meeting with ASIC, and co-operate with Zeta to resolve any such matters (which will include allowing Zeta to participate in PPP's meetings and discussions with ASIC);
- 5.1.9 **Court direction and advice:** promptly after, apply to the Court for orders under section 411(1) of the Corporations Act directing PPP to convene the Scheme Meeting to consider the Scheme and take all reasonable steps necessary to comply with the orders of the Court;
- 5.1.10 **registration of Scheme Booklet and provision of copy to Zeta:** if the Court directs PPP to convene the Scheme Meeting, request ASIC to register the Explanatory Statement included in the Scheme Booklet in relation to the Scheme in accordance with section 412(6) of the Corporations Act and, promptly after such registration, provide a copy of the registered Scheme Booklet to Zeta;
- 5.1.11 **section 411(17)(b) Statement:** apply to ASIC for the production of a statement pursuant to section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- 5.1.12 **Scheme Meeting:** promptly convene and hold the Scheme Meeting in accordance with any orders which are made by the Court pursuant to section 411(1) of the Corporations Act;
- 5.1.13 **Court documents:** consult with Zeta in relation to the content of the documents required for the purpose of each Court hearing held, including for the purposes of sections 411(1) and 411(4)(b) of the Corporations Act in relation to the Scheme (including originating process, customary affidavits, submissions and draft minutes of Court orders) and consider in good faith, for the purpose of amending

drafts of those documents, reasonable comments from Zeta and its Representatives on those documents;

- 5.1.14 **Court approval:** as soon as practicable after PPP Shareholders approve the Scheme at the Scheme Meeting, apply (and to the extent necessary, re-apply) to the Court for an order approving the Scheme under section 411(4) of the Corporations Act substantially in accordance with the Indicative Timetable;
- 5.1.15 **lodge copy of Court orders:** if the Court makes orders under section 411(4) of the Corporations Act approving the Scheme, lodge with ASIC an office copy of the order of the Court approving the Scheme under section 411(10) of the Corporations Act by no later than on the Business Day after the order of the Court has been made or such later date as agreed in writing by Zeta;
- 5.1.16 **certificate:** at the hearing on the Second Court Date provide to the Court certificates confirming whether or not the Conditions Precedent have been satisfied or waived in accordance with this agreement. A draft of such certificates shall be provided by PPP and Zeta to the other party by 5.00pm on the Business Day prior to the Second Court Date;
- 5.1.17 **registration generally:** if the Court makes orders under section 411(4) of the Corporations Act approving the Scheme:
 - 5.1.17.1 close the PPP Share Register as at the Record Date to determine the identity of the Scheme Participants and their entitlements to the Scheme Consideration;
 - 5.1.17.2 provide to Zeta all information about the Scheme Participants that Zeta reasonably requires in order for Zeta to provide the Scheme Consideration to the Scheme Participants in accordance with the Scheme;
 - 5.1.17.3 execute proper instruments of transfer of the PPP Shares and effect and register the transfer of the PPP Shares in accordance with the Scheme;
 - 5.1.17.4 register all transfers of PPP Shares to Zeta or a nominee of Zeta on, or as soon as practicable after, the Implementation Date; and
 - 5.1.17.5 do all other things contemplated by or necessary to give effect to the Scheme and the orders of the Court;
- 5.1.18 **compliance with laws:** do everything reasonably within its power to ensure that the Transaction is effected in accordance with all laws applicable in relation to the Transaction (including, without limitation, doing everything reasonably within its powers to ensure the Transaction complies with all applicable securities laws or is otherwise exempt therefrom);
- 5.1.19 **listing:** not do anything to cause PPP Shares to cease being quoted on ASX or to become permanently suspended from quotation or listing prior to completion of the Transaction, unless Zeta has agreed in writing; and
- 5.1.20 **PPP Prescribed Occurrence:** between the date of this agreement and 8.00am on the Second Court Date, ensure that no PPP Prescribed Occurrence occurs.

5.2 PPP registry details

For the purpose of clause 5.1.17, PPP must give all necessary directions to the PPP Share registry to ensure that any information that Zeta reasonably requests in relation to the PPP Share Register, including any CHESS sub-register and any issuer sponsored sub-register, is promptly provided to Zeta and, where requested by Zeta, PPP must procure that such information is made available in such electronic form as is reasonably requested by Zeta.

5.3 Zeta's specific obligations

Zeta must execute all documents and do all acts and things within its power as may be necessary or desirable for the implementation and performance of the Scheme on a basis consistent with this agreement and substantially in accordance with the Indicative Timetable (and must consult with PPP on a regular basis about its progress in that regard), and in particular Zeta must:

5.3.1 **Zeta Information:** prepare and provide to PPP for inclusion in the Scheme Booklet all information relating to:

5.3.1.1 Zeta; and

5.3.1.2 Zeta's intentions in relation to the assets, business and employees of PPP if the Scheme is approved and implemented,

required under the Corporations Act and all other applicable laws, RG 60 and the ASX Listing Rules to be included in the Scheme Booklet;

5.3.2 **review Zeta Information:** provide to PPP drafts of the Zeta Information in a timely manner, provide PPP with a reasonable opportunity to review those drafts and consider in good faith the reasonable comments of PPP and its Representatives when preparing revised drafts of that information;

5.3.3 **assist Independent Expert:** provide any assistance and information reasonably requested by PPP or by the Independent Expert in connection with the preparation of the Independent Expert's Report;

5.3.4 **review drafts of Scheme Booklet:** as soon as practicable after receipt of any draft of the Scheme Booklet from PPP review and provide comments on that draft;

5.3.5 **execute Scheme documents:** before the First Court Date execute and deliver to PPP:

5.3.5.1 the Deed Poll; and

5.3.5.2 consent to the inclusion of the Zeta Information in the Scheme Booklet in the form and context it appears;

5.3.6 **Zeta Share listing:** apply to ASX for the Zeta Shares to be issued as Zeta Share Consideration to be quoted on ASX and to trade on ASX on a deferred settlement basis from the commencement of trading on the first trading day of the Effective Date, and on a normal settlement basis on the fifth trading day after the Implementation Date;

- 5.3.7 **Scheme Consideration:** if the Scheme becomes Effective, provide the Scheme Consideration in the manner and amount contemplated by clause 4 and the terms of the Scheme and the Deed Poll; and
- 5.3.8 **compliance with laws:** do everything reasonably within its power to ensure that the Transaction is effected in accordance with all laws applicable in relation to the Transaction (including, without limitation, doing everything reasonably within its powers to ensure the Transaction complies with all applicable securities laws or is otherwise exempt therefrom).

5.4 **Obligations in relation to Court proceedings**

In relation to each Court hearing held or required under this clause 5 to be held in relation to the Scheme:

- 5.4.1 PPP must consult with Zeta in relation to all documents required to be filed with or presented to the Court (including originating process, affidavits, submissions and draft Court orders) and must consider in good faith comments from Zeta and its Representatives on those documents; and
- 5.4.2 PPP must engage counsel to represent PPP at the hearing (provided that such counsel will not be authorised to give any undertakings on behalf of PPP).

5.5 **Scheme Booklet**

- 5.5.1 PPP must consult with Zeta as to the content of the Scheme Booklet (other than Zeta Information).
- 5.5.2 Zeta must consult with PPP as to the content of Zeta Information.
- 5.5.3 The parties agree that:
 - 5.5.3.1 the efficient preparation of the Scheme Booklet is in the interests of the parties and PPP Shareholders; and
 - 5.5.3.2 they will use all reasonable endeavours and utilise all necessary resources (including management resources and the resources of external advisers) to produce the Scheme Booklet as soon as reasonably practicable and in substantial accordance with the Indicative Timetable.
- 5.5.4 Zeta's obligation under clause 5.3.4 relates only to the factual accuracy of Zeta Information and Zeta takes no responsibility for information in the Scheme Booklet other than Zeta Information. To that end, the Scheme Booklet will include a statement:
 - 5.5.4.1 by PPP that Zeta is not responsible for any information contained in the Scheme Booklet other than Zeta Information; and
 - 5.5.4.2 by Zeta that PPP is not responsible for any Zeta Information contained in the Scheme Booklet.

- 5.5.5 PPP must undertake appropriate due diligence and verification processes in respect to the PPP Information and will make such verification material available to Zeta on request by it.
- 5.5.6 Zeta must undertake appropriate due diligence and verification processes in respect to the Zeta Information and will make such verification material available to PPP on request by it.
- 5.5.7 The parties must promptly inform the other if they have any reason to believe that any information in the Scheme Booklet is misleading or deceptive in any material respect (whether by omission or otherwise) whether because of Zeta Information or otherwise.
- 5.5.8 If there is a dispute as to the content of any part of the Scheme Booklet (including Zeta Information), the parties must consult in good faith and use their reasonable endeavours to resolve the dispute within two Business Days. If the parties fail to agree on the form or content of the Scheme Booklet:
 - 5.5.8.1 PPP will have the final decision on the form or content of any PPP Information; and
 - 5.5.8.2 Zeta will have the final decision on the form or content of any Zeta Information.

Even if there is a dispute as to the form or content of the Scheme Booklet and the parties use this procedure, the parties will continue to perform their obligations under this agreement.

5.6 **Good faith co-operation**

Each party must procure that its Representatives work (including by attending meetings and by providing information) in good faith and in a timely and co-operative fashion with the other parties to implement the Scheme and to prepare all documents required relating to the Scheme.

5.7 **Independent PPP Directors recommendations**

- 5.7.1 Subject to clause 5.7.2, the Independent PPP Directors must:
 - 5.7.1.1 unanimously recommend that, in the absence of a Superior Offer and subject to the Independent Expert concluding that the Scheme is in the best interests of PPP Shareholders, PPP Shareholders vote in favour of all resolutions to be proposed at the Scheme Meeting in relation to the Scheme and approve the Scheme, and not subsequently change, withdraw or modify that recommendation in the absence of a Superior Offer; and
 - 5.7.1.2 not make any public statement or take any other action that contradicts or qualifies the recommendation of the Scheme by the Independent PPP Directors in the absence of a Superior Offer,
- and the Scheme Booklet must state that each Independent PPP Director who holds or controls PPP Shares intends to vote in favour of the Scheme in the absence of a Superior Offer.

5.7.2 The Independent PPP Directors collectively, and each Independent PPP Directors individually, must not, change, withdraw or modify his or her recommendation unless:

5.7.2.1 the Independent Expert does not provide a report to PPP that concludes that the Scheme is in the best interests of PPP Shareholders; or

5.7.2.2 the Independent PPP Directors have unanimously:

- (a) made the determination contemplated by clause 10.3.1.1 in respect of a Superior Offer after Zeta's rights under clause 10.3.2 have been exhausted and after evaluation of any Counterproposal; and
- (b) publicly recommended that the Superior Offer is in the best interests of PPP Shareholders.

5.8 Appointment of Directors

5.8.1 PPP must, as soon as practicable:

5.8.1.1 after the Second Court Date (provided the Scheme is approved by the Court), and subject to the receipt of appropriate consents to act, take all actions necessary to cause the appointment of such number of nominees of Zeta to the PPP Board and all other actions, which gives those nominees, acting together, Control of a majority of the votes that may be cast at a meeting of the PPP Board;

5.8.1.2 on the Implementation Date, ensure that all directors on the PPP Board (other than the Zeta nominees appointed pursuant to clause 5.8.1.1) resign and unconditionally and irrevocably release PPP from any Claims they may have against PPP other than in connection with PPP's undischarged obligations in respect of the director's employment arrangements if so requested by Zeta; and

5.8.1.3 on the Implementation Date, take all actions to ensure that subject to clause 5.8.1.2, all directors on the boards of each PPP Group member (other than the Zeta nominees appointed pursuant to clause 5.8.1.1) resign and unconditionally and irrevocably release PPP and the applicable PPP Group member and, subject to the receipt of appropriate consents to act, to cause the appointment of nominees of Zeta to those boards if so requested by Zeta.

6 CONDUCT OF BUSINESS

6.1 Conduct of business by PPP

From the date of this agreement until the Implementation Date, PPP must conduct its business, and must cause each member of the PPP Group to conduct their respective businesses, in the ordinary course of business consistent with past practice, including making all reasonable endeavours to:

- 6.1.1 maintain its business and assets including using reasonable endeavours to maintain an available cash balance;
 - 6.1.2 maintain and preserve their relationships with Regulatory Authorities; and
 - 6.1.3 maintain the listing of PPP Shares on the ASX,
- except:
- 6.1.4 as may be required or contemplated by this agreement or to the Scheme;
 - 6.1.5 as is Fairly Disclosed in the Disclosure Letter; or
 - 6.1.6 as may be undertaken with the prior written approval of Zeta, such approval not to be unreasonably withheld or delayed.

7 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

7.1 Zeta's representations and warranties

Zeta represents and warrants to PPP that each of the Zeta Representations and Warranties are true and correct in all material respects.

7.2 Qualifications on Zeta Warranties

The Zeta Representations and Warranties under clause 7.1 and schedule 2 are subject to matters that:

- 7.2.1 have been Fairly Disclosed in public filings of Zeta on ASX before the date of this agreement; or
- 7.2.2 PPP has actual knowledge of before the date of this agreement.

7.3 PPP's representations and warranties

PPP represents and warrants to Zeta that each of the PPP Representations and Warranties are true and correct in all material respects.

7.4 Qualifications on PPP Warranties

The PPP Representations and Warranties under clause 7.3 and schedule 2 are subject to matters that:

- 7.4.1 have been Fairly Disclosed in public filings of PPP on ASX before the date of this agreement;
- 7.4.2 have been Fairly Disclosed in the Disclosure Letter; or
- 7.4.3 Zeta has actual knowledge of before the date of this agreement.

7.5 Survival of representations and warranties

Each representation and warranty in clauses 7.1 and 7.3:

- 7.5.1 is severable;
- 7.5.2 survives termination of this agreement; and
- 7.5.3 is given with the intention that liability under it is not confined to breaches that are discovered before the date of termination of this agreement.

7.6 Notifications

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

7.7 Timing of representation and warranties

Each representation and warranty made or given under clauses 7.1 or 7.3 is given:

- 7.7.1 at the date of this agreement; and
- 7.7.2 at 8.00am on the Second Court Date; or
- 7.7.3 where expressed to be given at a particular time, at that time.

7.8 Liability of directors and officers

- 7.8.1 Each party releases its rights against, and will not make any Claim against, any past or present director or employee of the other in relation to information provided to it or in relation to its entry into this agreement to the extent that the past or present director or employee has acted in good faith and has not engaged in wilful misconduct or fraud. In this clause 7.8.1, the reference to any past or present director or employee of the other refers to any past or present director or employee of the Zeta Group or the PPP Group.
- 7.8.2 Each party holds the releases in clause 7.8.1 in respect of its directors and employees as trustee for its past and present directors and employees.
- 7.8.3 This clause 7.8 is subject to any Corporations Act restriction and will be read down accordingly.

8 TERMINATION RIGHTS

8.1 Termination events

Without limiting any other provision of this agreement:

- 8.1.1 either party (**non-defaulting party**) may terminate this agreement by notice in writing to the other party:
 - 8.1.1.1 if the End Date has passed before the Transaction has been implemented (other than as a result of a breach by the terminating party of its obligations under this agreement);
 - 8.1.1.2 if each of the following has occurred:

- (a) the other party (**defaulting party**) is in breach of a material provision of this agreement (other than for breach of a representation or warranty in parts 1 or 2 of schedule 2) at any time prior to 8.00am on the Second Court Date;
 - (b) the non-defaulting party has given notice to the defaulting party setting out the relevant circumstances of the breach and stating an intention to terminate the agreement; and
 - (c) the relevant circumstances have continued to exist five Business Days (or any shorter period ending at 8.00am on the Second Court Date) from the time the notice in clause 8.1.1.2(b) is given;
- 8.1.1.3 if the required majorities of PPP Shareholders do not approve the Scheme at the Scheme Meeting;
- 8.1.1.4 if a Court or other Regulatory Authority has issued an order, decree or ruling or taken other action that permanently restrains or prohibits the Transaction and that order, decree, ruling or other action has become final and cannot be appealed; or
- 8.1.1.5 in accordance with clause 3.9.2.
- 8.1.2 Zeta may terminate this agreement by notice in writing to PPP if:
 - 8.1.2.1 at any time prior to 8.00am on the Second Court Date, PPP breaches any PPP Representation or Warranty given pursuant to clause 7.3 and:
 - (a) the breach:
 - (i) cannot be remedied by subsequent action on the part of PPP before 8.00am on the Second Court Date; and
 - (ii) amounts to, results in, or discloses anything, that could reasonably be expected to amount to a PPP Material Adverse Event;
 - 8.1.2.2 an Independent PPP Director, fails to recommend the Scheme or the Transaction or makes or withdraws his or her recommendation that PPP Shareholders vote in favour of the Scheme or makes a public statement indicating that he or she no longer supports the Scheme;
 - 8.1.2.3 a PPP Prescribed Occurrence or PPP Material Adverse Event occurs prior to 8.00am on the Second Court Date;
 - 8.1.2.4 the PPP Board recommends a Superior Offer; or
 - 8.1.2.5 a Competing Transaction is announced, made, or becomes open for acceptance and, pursuant to that Competing Transaction, the bidder for PPP acquires voting power (within the meaning of section 610 of

the Corporations Act) of 20% or more of PPP and that Competing Transaction is (or has become) free from any defeating conditions.

8.1.3 PPP may terminate this agreement by notice in writing to Zeta:

- 8.1.3.1 if at any time prior to 8.00am on the Second Court Date, Zeta breaches any Zeta Representation or Warranty and the breach cannot be remedied by subsequent action on the part of Zeta before 8.00am on the Second Court Date; or
- 8.1.3.2 if at any time prior to the Effective Date the PPP Board unanimously resolves to enter into any agreement, commitment, arrangement or understanding in relation to the implementation of an Alternative Transaction.

8.2 Notice of breach

Each party must give notice to the other as soon as practicable after it becomes aware of a breach by it of this agreement (including in respect of any representation or warranty).

8.3 Termination right

- 8.3.1 Any right to terminate this agreement under clauses 8.1.1, 8.1.2 or 8.1.3 that arises before the Second Court Date ceases at 8.00am on the Second Court Date.
- 8.3.2 Subject to clause 8.3.1, any right to terminate this agreement ceases when the Scheme becomes Effective.

8.4 Effect of termination

- 8.4.1 If a party terminates this agreement, each party will be released from all further obligations under this agreement other than under clauses 1, 7.8, 9, 11, 12, 13, 14 (other than 14.8) and 15.
- 8.4.2 Subject to any rights or obligations arising under or pursuant to clauses that are expressed to survive termination (including by virtue of this clause 8.4), on termination of this agreement, no party shall have any rights against or obligations to any other party under this agreement except for those rights and obligations which accrued prior to termination.

9 PUBLIC ANNOUNCEMENTS

9.1 Announcement of transaction

- 9.1.1 Immediately after the execution of this agreement, the parties must, after consultation with the other party, issue public announcement(s) in a form agreed to in writing between them, each party acting reasonably.
- 9.1.2 The PPP announcement must include a recommendation by the Independent PPP Directors to PPP Shareholders that, in the absence of a Superior Offer and subject to the Independent Expert's Report concluding that the Transaction is in the best interests of PPP Shareholders, PPP Shareholders vote in favour of the Scheme and that all Independent PPP Directors will vote (or will procure the voting of) all

PPP Shares held by or controlled by an Independent PPP Director in favour of the Scheme.

- 9.1.3 The Zeta announcement must include a unanimous recommendation by the Independent Zeta Directors that each Independent Zeta Director supports the Transaction.

9.2 Public announcements

- 9.2.1 Subject to clause 9.2.2, no public announcement or disclosure in relation to the Transaction or any subject matter thereof, or any other transaction the subject of this agreement or the Scheme (including any staff or client announcements or presentations) may be made other than in a form approved by each party (acting reasonably), but each party must use all reasonable endeavours to provide such approval as soon as practicable.

- 9.2.2 Where Zeta, PPP or any of its affiliates is required by law and/or the ASX Listing Rules, to make any announcement or make any filing or disclosure in relation to the Transaction or any other transaction the subject of this agreement or the Scheme, it may do so only after it has given as much notice as possible to, and has consulted (to the fullest extent reasonable in the circumstances) with the other party prior to making the relevant disclosure.

- 9.2.3 Zeta and PPP agree to consult with each other in advance in relation to:

- 9.2.3.1 overall communication plans;
- 9.2.3.2 approaches to PPP Shareholders and Zeta Shareholders;
- 9.2.3.3 approaches to the media;
- 9.2.3.4 proxy solicitations; and
- 9.2.3.5 written presentations,

including to provide each other a reasonable advance opportunity to comment, to ensure that the information used in clauses 9.2.3.1 to 9.2.3.5 above is consistent with the information in the Scheme Booklet.

9.3 Statements on termination

The parties must act in good faith and use all reasonable endeavours to issue agreed statements in respect of any termination of this agreement and, to that end but without limitation, clause 9.2 applies to any such statements or disclosures.

10 EXCLUSIVITY

10.1 Notification of approaches

- 10.1.1 During the Exclusivity Period, PPP must promptly notify Zeta in writing if it, any member of the PPP Group or any of their respective Representatives becomes aware of:

- 10.1.1.1 any approach, inquiry or proposal made to, and any attempt or any intention on the part of any person to initiate or continue any negotiations or discussions with the party or any of its Representatives with respect to, or that could reasonably be expected to lead to, any Competing Transaction, whether unsolicited or otherwise;
 - 10.1.1.2 any proposal whether written or otherwise made to the PPP, its Representatives or any of its Subsidiaries or their respective Representatives, in connection with, or in respect of any exploration or consummation of, a Competing Transaction or a proposed or potential Competing Transaction, whether unsolicited or otherwise;
 - 10.1.1.3 any request for information relating to PPP or any member of the PPP Group or any of their businesses or operations or any request for access to the books or records of the party or any member of the PPP Group, which the party has reasonable grounds to suspect may relate to a current or future Competing Transaction; and
 - 10.1.1.4 any intention by PPP or any of its Representatives to provide any information relating to PPP, any member of the PPP Group or any of their businesses or operations to any person in connection with or for the purposes of a current or future Competing Transaction in reliance on clause 10.3.1.1.
- 10.1.2 A notice given under this clause 10.1 must be accompanied by all material details of the relevant event (other than the identity of the person or persons taking any action referred to in clause 10.1.1.1 or 10.1.1.2 or on whose behalf any such action was taken or any person to whom the party intends to provide information under clause 10.1.1.3 (**Third Party Bidder**)), including:
- 10.1.2.1 the terms and conditions of any Competing Transaction or any proposed Competing Transaction (to the extent known); and
 - 10.1.2.2 the circumstances in which any information is provided to the Third Party Bidder.

10.2 Access to information

- 10.2.1 Subject to applicable law, where PPP, any member of the PPP Group or any of their Representatives proposes to provide any information relating to the PPP Group to any Third Party Bidder in connection with or for the purposes of a current or future Competing Transaction, it must, to the extent that Zeta has not previously been provided with the information, provide Zeta with a complete copy of that information at the same time as it is provided to the Third Party Bidder.

10.3 PPP's response to Third Party Bidder and right to respond

- 10.3.1 If at any time during the Exclusivity Period a PPP Director wishes to approve or recommend entry into any agreement, commitment, arrangement or understanding relating to a Competing Transaction, PPP must ensure that he or she does not do so:

- 10.3.1.1 unless the Competing Transaction is bona fide and that PPP Director has determined in good faith and acting reasonably:
- (a) the Competing Transaction is a Superior Offer; and
 - (b) after having received advice from its external legal adviser practising in the area of corporate law,
- that failing to respond to such a bona fide Competing Transaction would constitute a meaningful risk of breaching the party's directors' fiduciary duties or statutory obligations; and
- 10.3.1.2 until each of the following has occurred:
- (a) PPP has given Zeta notice in writing: (a) of the identity of the Third Party Bidder; and (b) of its intention to enter into an agreement, commitment, arrangement or understanding relating to that Competing Transaction, subject to Zeta's rights under clause 10.3.2;
 - (b) Zeta's rights under clause 10.3.2 have been exhausted;
 - (c) the Independent PPP Directors have made the determination contemplated by clause 10.3.1.1 in respect of that Competing Transaction after Zeta's rights under clause 10.3.2 have been exhausted and after evaluation of any Counterproposal; and
 - (d) that Competing Transaction has been publicly announced by PPP.
- 10.3.2 If PPP gives notice to Zeta under clause 10.3.1.2(a), Zeta will have the right, but not the obligation, at any time during the period of five Business Days following receipt of the notice, to:
- 10.3.2.1 offer to amend the terms of the Scheme;
 - 10.3.2.2 make a takeover bid for PPP; or
 - 10.3.2.3 propose any other form of transaction,
- (each a **Counterproposal**), and if it does so then PPP and the PPP Board must review the Counterproposal in good faith and in order to satisfy what the PPP Board considers is required to comply with its fiduciary and statutory duties, to determine whether the Counterproposal is a Superior Offer. If the Counterproposal would be at least as favourable to PPP and PPP Shareholders than the Competing Transaction, then:
- 10.3.2.4 if the Counterproposal contemplates an amendment to the Scheme, the parties must enter into an amended agreement in relation to the Scheme reflecting the Counterproposal; or
 - 10.3.2.5 if the Counterproposal contemplates any other form of transaction, the party must announce promptly to the market that the party's directors unanimously recommend the Counterproposal (subject to a

Superior Offer), and the parties must pursue implementation of the Counterproposal in good faith.

- 10.3.3 Where at any time before the Scheme Meeting, a Counterproposal from Zeta is received by PPP in accordance with clause 10.3.2 then, subject to applicable laws, at Zeta's request, PPP will:
- 10.3.3.1 apply to the Court for an order adjourning the Scheme Meeting to a date acceptable to Zeta, acting reasonably, which (where the Counterproposal involves a revision to the terms of the Scheme) must not be later than 10 Business Days after the scheduled date of the Scheme Meeting; and
- 10.3.3.2 if Zeta and PPP amend the terms of this agreement pursuant to clause 10.3.2.4 or the PPP Directors unanimously recommend the Counterproposal under clause 10.3.2.5 the parties must ensure that the details of such amended agreement or recommended Counterproposal are communicated to the PPP Shareholders as soon as practicable and in any event before the resumption of the adjourned Scheme Meeting.
- 10.3.4 For the purposes of this clause 10.3, each successive modification of any third party expression of interest, offer or Transaction in relation to a Competing Transaction will constitute a new Competing Transaction.

11 REIMBURSEMENT FEES

11.1 Zeta

11.1.1 Background

Zeta represents and warrants to PPP that it would not have entered into this agreement without the benefit of this clause 11.1 and it would not have entered into and continued the negotiations unless Zeta had a reasonable expectation that PPP would agree to enter into a clause of this kind.

11.1.2 Acknowledgments

11.1.2.1 The fee payable under clause 11.1.4 has been calculated to reimburse Zeta for the following:

- (a) external advisory costs;
- (b) out of pocket expenses;
- (c) commitment fees and other financing costs; and
- (d) reasonable opportunity costs incurred by Zeta in pursuing the Transaction or in not pursuing other alternative acquisitions or strategic initiatives,

in relation to the Transaction and Zeta will incur further costs if the Transaction is not successful (**Zeta Costs**).

11.1.2.2 PPP represents and warrants that:

- (a) prior to entering into this agreement it has received legal advice on this agreement and the operation of this clause 11.1;
- (b) it has clear documentary evidence supporting the PPP Board's detailed consideration of this agreement and this clause 11.1 in particular; and
- (c) it and the PPP Board considers this clause to be fair and reasonable and that it is appropriate to agree to the terms in this clause 11.1 in order to secure the significant benefits to it, and PPP Shareholders, resulting from the Transaction.

11.1.3 Agreement on Zeta Costs

The parties acknowledge that the amount of the Zeta Costs is inherently unascertainable and that, even after termination of this agreement, the Zeta Costs will not be able to be accurately ascertained. As a genuine and reasonable pre-estimate of the costs that Zeta will suffer if the Transaction does not proceed, the parties agree that, for the purposes of this clause 11.1, the Zeta Costs will be equal to the amount of the Reimbursement Fee Amount.

11.1.4 Reimbursement of Zeta Costs

11.1.4.1 PPP agrees to pay to Zeta the Reimbursement Fee Amount if at any time after execution of this agreement, any of the following events occur:

- (a) any Independent PPP Director, fails to recommend, or recommends against, qualifies their support of or withdraws its recommendation or approval of, the Transaction, in each case other than as a result of:
 - (i) the Independent Expert opining that the Scheme is not in the best interests of PPP Shareholders;
 - (ii) an Alternative Transaction being approved by the PPP Board in accordance with clause 8.1.3.2; or
 - (iii) a breach of a Zeta Representation and Warranty.
- (b) any PPP Director recommends or promotes a Competing Transaction, including for greater certainty, making any determination under clause 10.3.1;
- (c) the Court does not (taking into account all appeals) approve the Scheme for the purposes of section 411(1)(b) of the Corporations Act as a result of a material non-compliance by PPP with any of its obligations under this agreement;

- (d) the Effective Date of the Scheme has not occurred prior to the End Date as a consequence of non-compliance by PPP with any of its obligations under this agreement;
- (e) a Competing Transaction is announced before the date of the Scheme Meeting and within 12 months of the announcement, the third party proponent of the Competing Transaction acquires 20% or more of the issued PPP Shares; or
- (f) Zeta terminates this agreement under clauses 8.1.1.2 or 8.1.2.1.

11.1.4.2 The payment of the Reimbursement Fee Amount to Zeta provided for in this clause 11.1.4 must be made within five Business Days of receipt of a written demand for payment by Zeta. The demand may only be made after the occurrence of an event referred to in clause 11.1.4.1 and termination of this agreement.

11.2 PPP

11.2.1 Background

PPP represents and warrants to Zeta that it would not have entered into this agreement without the benefit of this clause 11.2 and it would not have entered into and continued the negotiations and conducted due diligence into Zeta leading up to this agreement unless PPP had a reasonable expectation that Zeta would agree to enter into a clause of this kind.

11.2.2 Acknowledgments

11.2.2.1 The fee payable under clause 11.2.4 has been calculated to reimburse PPP for the following:

- (a) external advisory costs;
- (b) out of pocket expenses; and
- (c) reasonable opportunity costs incurred by PPP in pursuing the Transaction or in not pursuing other alternative strategic initiatives,

in relation to the Transaction and PPP will incur further costs if the Transaction is not successful (**PPP Costs**).

11.2.2.2 Zeta represents and warrants that:

- (a) it has received legal advice on this agreement and the operation of this clause 11.2;
- (b) it has clear documentary evidence supporting the Zeta Board's detailed consideration of this agreement and this clause 11.2 in particular; and

- (c) it and the Zeta Board considers this clause to be fair and reasonable and that it is appropriate to agree to the terms in this clause 11.2 in order to secure the significant benefits to it resulting from the Transaction.

11.2.3 Agreement on PPP Costs

The parties acknowledge that the amount of the PPP Costs is inherently unascertainable and that, even after termination of this agreement, the PPP Costs will not be able to be accurately ascertained. As a genuine and reasonable pre-estimate of the costs that PPP will suffer if the Transaction does not proceed, the parties agree that, for the purposes of this clause 11.2, the PPP Costs will be equal to the amount of the Reimbursement Fee Amount.

11.2.4 Reimbursement of PPP Costs

11.2.4.1 Zeta agrees to pay to PPP the Reimbursement Fee Amount if at any time after execution of this agreement, any of the following events occur:

- (a) any Independent Zeta Director fails to recommend, or recommends against, qualifies their support of or withdraws their support of the Transaction, in each case other than as a result of:
 - (i) a PPP Prescribed Occurrence or a PPP Material Adverse Event has occurred and is continuing or as a result of a breach of a PPP Representation and Warranty; or
 - (ii) an Alternative Transaction being approved by the PPP Board in accordance with clause 8.1.3.2;
- (b) the Court does not (taking into account all appeals) approve the Scheme for the purposes of section 411(1)(b) of the Corporations Act as a result of a material non-compliance by Zeta with any of its obligations under this agreement;
- (c) the Effective Date of the Scheme has not occurred prior to the End Date as a consequence of non-compliance by Zeta with any of its obligations under this agreement; or
- (d) PPP terminates this agreement under clauses 8.1.1.2 or 8.1.3.1.

11.2.4.2 The payment of the Reimbursement Fee Amount to PPP provided for in this clause 11.2.4 must be made within five Business Days of receipt of a written demand for payment by PPP. The demand may only be made after the occurrence of an event referred to in clause 11.2.4.1 and termination of this agreement.

- 11.2.5 No amounts payable
- 11.2.5.1 Notwithstanding the occurrence of any event in 11.1.4 or 11.2.4, no Reimbursement Fee Amount is payable:
- (a) once the Scheme becomes Effective; or
 - (b) if a transaction is completed pursuant to which Zeta acquires 100% of the issued PPP Shares.
- 11.2.5.2 No Reimbursement Fee Amount is payable by PPP if the PPP Shareholders do not approve the Scheme.
- 11.2.5.3 The Reimbursement Fee Amount is only payable to each party once.
- 11.2.6 Compliance with law
- 11.2.6.1 If a court or the Takeovers Panel determines that any part of the Reimbursement Fee Amount payable to either Zeta or PPP:
- (a) constitutes or would, if performed, constitute:
 - (i) a breach of the fiduciary or statutory duties of the Zeta Board or PPP Board, as appropriate; or
 - (ii) unacceptable circumstances within the meaning of the Corporations Act; or
 - (b) is unenforceable or would, if paid, be unlawful for any reason,
- then PPP or Zeta (as appropriate) will not be obliged to pay such part of the Reimbursement Fee Amount and, if such fee has already been paid, then the relevant party or parties must within five Business Days after receiving written demand from the other party or parties refund that part of the Reimbursement Fee Amount.
- 11.2.6.2 If in Takeovers Panel proceedings detailed in clause 11.2.6.1, the Takeovers Panel indicates to a party that in the absence of a written undertaking pursuant to section 201A of the *Australian Securities and Investments Commission Act 2001* (Cth) it will make a declaration of unacceptable circumstances, each of the parties (as the case may be) may give that undertaking on their own behalf and must give reasonable consideration to giving that undertaking if requested by the other parties. Where such undertakings are given, this clause 11 will operate in a manner consistent with the terms of such undertakings.
- 11.2.6.3 The parties must not make or cause or permit to be made, any application to the Takeovers Panel or a court for or in relation to a declaration or determination referred to in clause 11.2.6.1.

11.3 Claims

Each party agrees that, upon termination of this agreement under circumstances where PPP or Zeta is entitled to a Reimbursement Fee Amount and such fee is paid in full, PPP or Zeta, as the case may be, shall be precluded from any other remedy against the other party at law or in equity or otherwise (including, without limitation, an order for specific performance), and shall not seek to obtain any recovery, judgment or damages of any kind, including consequential, indirect or punitive damages, against the other party or any member of its group or any of the respective directors, officers, employees, partners, managers, members, shareholders or affiliates or their respective representatives in connection with this agreement or the transactions contemplated, provided, however that a payment by a party of a fee shall not be in lieu of any damages or any other payment or remedy available in the event of any wilful or intentional breach by such party of any of its obligations under this agreement.

12 NOTICES

12.1 Manner of giving notice

Any notice or other communication to be given under this agreement must be in writing (which includes fax and email) and may be delivered or sent by post or fax or email to the party to be served as follows:

12.1.1 to PPP at:

Address Level 3, 123 Walker Street, North Sydney, NSW, 2060
Fax +61 2 9925 0564
Email pat@rowanhallcapital.com.au
Attention Patrick Burke

12.1.2 to Zeta at:

Address 34 Bermudiana Road, Hamilton, Bermuda, HM11
Fax +1 441 295 6699
Email dugald.morrison@icm.limited
Attention Dugald Morrison

or at any such other address or fax number or email address notified for this purpose to the other parties under this clause. Any notice or other communication sent by post must be sent by prepaid ordinary post (if the country of destination is the same as the country of origin) or by airmail (if the country of destination is not the same as the country of origin).

12.2 When notice given

Any notice or other communication is deemed to have been given:

12.2.1 if delivered, on the date of delivery; or

12.2.2 if sent by post, on the third day after it was put into the post (for post within the same country) or on the fifth day after it was put into the post (for post sent from one country to another);

12.2.3 if sent by fax, at the time shown in the transmission report as being the time at which the whole fax was sent; or

12.2.4 if sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent,

but if the notice or other communication would otherwise be taken to be received after 5.00pm or on a Saturday, Sunday or public holiday in the place of receipt then the notice or communication is taken to be received at 9.00am on the next day that is not a Saturday, Sunday or public holiday in the place of receipt.

12.3 **Proof of service**

In proving service of a notice or other communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted either by prepaid post or by prepaid airmail, or that the fax was properly addressed and transmitted or that the email was properly addressed and transmitted by the sender's server into the network and there was no apparent error in the operation of the sender's email system, as the case may be.

12.4 **Documents relating to legal proceedings**

This clause 12 does not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this agreement.

13 **ENTIRE AGREEMENT**

13.1 **Entire agreement**

This agreement contains the entire agreement between the parties relating to the Transaction and supersede all previous agreements, whether oral or in writing, between the parties relating to the Transaction.

13.2 **No reliance**

Each party acknowledges that in agreeing to enter into this agreement it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those expressly set out in this agreement) made by or on behalf of any other party before the entering into of this agreement. Each party waives all rights and remedies which, but for this clause 13.2 might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

13.3 **Termination rights**

Except for the express right of termination contained in clauses 3.9 and 8, no party has any right to terminate this agreement and the parties waive their rights (if any) to annul, rescind, dissolve, withdraw from, cancel or terminate this agreement in any circumstances.

14 GENERAL

14.1 Amendments

This agreement may only be amended in writing and where such amendment is signed by all the parties.

14.2 Assignments

None of the rights or obligations of a party under this agreement may be assigned or transferred without the prior written consent of the other party.

14.3 Costs

PPP must pay the costs and expenses of the Scheme, except that Zeta must pay any stamp duties and similar charges (if any) payable under Australian law in connection with the transfer of the Scheme Shares to Zeta or a nominee of Zeta.

14.4 GST

14.4.1 Where under the terms of this agreement on party is liability to indemnity or reimburse another part in respect of any costs, charges or expenses, the payment shall include an amount equal to any GST thereon not otherwise recoverable by the other party, subject to that party using all reasonable endeavours to receive such amount of GST as may be practicable.

14.4.2 If any payment under this agreement constitutes the consideration for a taxable supply for GST purposes, then in addition to that payment the payer shall pay any GST due.

14.4.3 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this agreement are exclusive of GST.

14.5 Consents

Except as otherwise expressly provided in this agreement a party may give or withhold its consent to any matter referred to in this agreement in its absolute discretion. A party that gives its consent to any matter referred to in this agreement is not taken to have made any warranty or representation as to any matter or circumstance connected with the subject matter of that consent.

14.6 Counterparts

This agreement may be executed in counterparts, which taken together must constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this agreement by executing a counterpart.

14.7 Exercise and waiver of rights

The rights of each party under this agreement:

14.7.1 may be exercised as often as necessary;

14.7.2 except as otherwise expressly provided by this agreement, are cumulative and not exclusive of rights and remedies provided by law; and

14.7.3 may be waived only in writing and specifically,

and delay in exercising or non-exercise of any such right is not a waiver of that right.

14.8 Further assurance

Each party undertakes, at the request, cost and expense of the other party, to sign all documents and to do all other acts, which may be necessary to give full effect to this agreement.

14.9 No merger

Each of the obligations, warranties and undertakings set out in this agreement (excluding any obligation which is fully performed at the Implementation Date) must continue in force after the Implementation Date.

14.10 Severability

The provisions contained in each clause and sub-clause of this agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others is invalid.

15 GOVERNING LAW AND JURISDICTION

15.1 Governing law

This agreement and any non-contractual obligations arising out of or in connection with it is governed by the law applying in Western Australia.

15.2 Jurisdiction

The courts having jurisdiction in Western Australia have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this agreement) and each party irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in Western Australia.

EXECUTION

Executed as an agreement.

Executed by **Pan Pacific Petroleum NL**
ACN 000 749 799 acting by the following
persons or, if the seal is affixed, witnessed by the
following persons in accordance with s127 of the
Corporations Act 2001:

[Signed "Grant Worner"]

.....
Signature of director

[Grant Worner]

.....
Name of director (print)

Signed, sealed and delivered by **Zeta Resources**
Limited in the presence of:

[Signed by "Jeanette K Prowse"]

.....
Signature of witness

[Jeanette K Prowse]

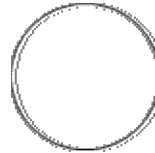
.....
Name of witness (print)

[Signed "Patrick Burke"]

.....
Signature of director/~~company secretary~~

[Patrick Burke]

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



[Signed by "Dugald Morrison"]

.....
Signature of authorised signatory

[Dugald Morrison]

.....
Name of authorised signatory (print)

SCHEDULE 1: INDICATIVE TIMETABLE

Event	Target Date (Perth Time unless stated otherwise)
Signing of Scheme Implementation Agreement (both parties)	12 June 2017
Announcement of Scheme Implementation Agreement	13 June 2017
Complete drafts of Scheme Booklet (including draft of the Independent Expert's report)	1 August 2017
PPP Board approved Scheme Booklet lodged with ASIC	3 August 2017
Scheme Booklet settled; ASIC issues section 411(17) "no objection" confirmation	31 August 2017
First Court Date	1 September 2017
Commence printing of Scheme Booklet	1 September 2017
Dispatch of Scheme Booklet to PPP Shareholders	6 September 2017
Scheme Meeting	6 October 2017
Second Court Date	13 October 2017
Effective Date	16 October 2017
Record Date	23 October 2017
Implementation Date	30 October 2017

SCHEDULE 2: REPRESENTATIONS AND WARRANTIES

1 PPP REPRESENTATIONS AND WARRANTIES

- 1.1 **status:** PPP is a company limited by shares and is validly existing under the Corporations Act and each member of the PPP Group is a corporation validly existing under the laws of its place of incorporation;
- 1.2 **share capital:**
- 1.2.1 all of the issued and outstanding shares and other ownership interests in PPP and each member of the PPP Group have been duly authorised and validly issued, and are fully paid and non-assessable; and
 - 1.2.2 all of the issued and outstanding shares of each PPP Subsidiary are owned, directly or indirectly, by PPP; and except pursuant to restrictions on transfer contained in the constitution, articles or by-laws (or their equivalent) of the applicable Subsidiary in the PPP Group, the issued and outstanding shares of each Subsidiary in the PPP Group are owned free and clear of all Encumbrances and PPP is not liable to any creditor in respect thereof;
- 1.3 **corporate power:** PPP has full legal capacity to enter into this agreement and carry out the transactions contemplated by this agreement;
- 1.4 **corporate authorisations:** PPP has taken all necessary corporate action to authorise the entry into this agreement and, subject to PPP Shareholders approving the Scheme, has full authority to carry out the transactions contemplated by this agreement and the Scheme in accordance with its terms;
- 1.5 **binding obligations:** this agreement constitutes legal, valid and binding obligations of PPP, enforceable against it, in accordance with its terms;
- 1.6 **no contravention:** this agreement does not contravene:
- 1.6.1 any rule, law or regulation to which PPP or any member of the PPP Group's property is subject to;
 - 1.6.2 any material term or provision of any material contract to which PPP or any member of the PPP Group is a party to; or
 - 1.6.3 PPP's or any member of the PPP Group's constitution;
- 1.7 **issued securities:** the issued PPP securities and rights to be issued PPP securities as of the date of this agreement is 581,942,846 PPP Shares; and
- 1.8 **no obligation to issue securities:** neither PPP or any member of the PPP Group has issued, or agreed to issue, or is required to issue any other securities or instrument which are still in force and may convert into PPP Shares, shares in a member of the PPP Group or any other securities in PPP or a member of the PPP Group;
- 1.9 **no additional rights:** the PPP Shares are free of pre-emptive rights;

- 1.10 **solvency:** no material member of the PPP Group is affected by an Insolvency Event;
- 1.11 **regulatory action:** no member of the PPP Group has received notice of any regulatory action of any nature taken, or to be taken, in relation to any member of the PPP Group which would prevent, inhibit or otherwise have a material adverse effect on PPP's ability to fulfil its obligations under this agreement;
- 1.12 **litigation:** there are no material investigations, actions, suits, arbitrations, legal or administrative proceedings pending or, to the knowledge of PPP, threatened against PPP or any member of the PPP Group;
- 1.13 **tax matters:** PPP and each member of the PPP Group has duly and timely:
 - 1.13.1 prepared and filed all tax returns required to be filed by it with the appropriate Regulatory Authority and, to its knowledge, such tax returns are complete and correct in all material respects;
 - 1.13.2 duly and timely paid all taxes due;
 - 1.13.3 withheld all taxes and other amounts required by law to be withheld by it and has duly and timely remitted to the appropriate Regulatory Authority such taxes and other amounts required by law to be remitted by it;
 - 1.13.4 collected all amounts on account of sales or transfer taxes, including goods and services, harmonised sales and provincial or territorial sales taxes, required by law to be collected by it and has duly and timely remitted to the appropriate Regulatory Authority any such amounts required by law to be remitted by it; and
 - 1.13.5 the charges, accruals and reserves for taxes reflected in the PPP Financial Statements (whether or not due and whether or not shown on any tax return but excluding any provision for deferred income taxes) are, in the opinion of PPP, adequate under applicable accounting principles to cover taxes with respect to PPP and the PPP Group for the periods covered thereby;
- 1.14 **reporting status and compliance:**
 - 1.14.1 the PPP Shares are admitted to official quotation on ASX, and are not listed or traded on any other stock exchange; and
 - 1.14.2 PPP is in compliance in all material respects with applicable laws, listing and corporate governance rules and regulations of ASX;
- 1.15 **no order:** PPP is not subject to any order of ASX or any Regulatory Authority and, to the knowledge of PPP, no investigation or other proceedings involving PPP, that may operate or prevent or restrict trading of any securities of PPP, are currently in progress or pending before ASX or any Regulatory Authority;
- 1.16 **no Prescribed Occurrence:** no PPP Prescribed Occurrence has occurred since 31 December 2016;
- 1.17 **disclosure:**
 - 1.17.1 PPP has complied in all material respects with its continuous disclosure obligations under the Corporations Act and the ASX Listing Rules and is not

relying on the carve-out in ASX Listing Rule 3.1A to withhold any information from disclosure (other than the fact of this agreement, and the negotiations preceding it); and PPP has not been the subject of a continuous disclosure review by ASIC within the last 24 months;

- 1.17.2 the information and statements contained in this agreement are true and correct in all material respects and together with the public announcements of PPP, constitute full, true and plain disclosure of all material facts relating to PPP and the PPP Group on a consolidated basis, contain no misrepresentations and do not omit a material fact which is necessary to make the information and statements contained not misleading in light of the circumstances in which they were made;

1.18 Scheme Booklet not false or misleading:

- 1.18.1 the PPP Information contained in the Scheme Booklet will be prepared and included in good faith and will comply in all material respect with the requirements of the Corporations Act, the ASX Listing Rules and RG 60;
- 1.18.2 all information provided by or on behalf of PPP to the Independent Expert to enable the Independent Expert's Report to be included in the Scheme Booklet will be provided in good faith;
- 1.18.3 as at the date of dispatch of the Scheme Booklet, the Scheme Booklet (other than Zeta Information) will not contain any statement which is false or misleading (including because of a material omission); and

1.19 No breach: as at the date of this agreement, (subject to satisfaction or waiver of the Conditions Precedent) the implementation of the Transaction as contemplated by this agreement does not and will not:

- 1.19.1 constitute a breach of or default under, or constitute an event that with notice or lapse of time, or both, would constitute a breach of or default by;
- 1.19.2 in any material respect, accelerate or permit the acceleration of the performance required by; or
- 1.19.3 give rise to any material obligation or material liability on the part of, or any third party rights (including any right of termination, purchase or pre-emption) that are adverse to the interests of,

any member of the PPP Group under any material contract or agreement or instrument relating to the rights and interests of a member of the PPP Group.

2 ZETA REPRESENTATIONS AND WARRANTIES

- 2.1 **status:** Zeta is a body corporate validly existing under the laws of its jurisdiction of incorporation and each of member of Zeta and its Subsidiaries (other than members of the PPP Group) is a corporation validly existing under the laws of its jurisdiction of incorporation;
- 2.2 **share capital:**
- 2.2.1 all of the issued and outstanding shares and other ownership interests in Zeta and its Subsidiaries (other than members of the PPP Group) have been duly authorised and validly issued, and are fully paid and non-assessable;
 - 2.2.2 all of the issued and outstanding shares of each Subsidiary in the Zeta Group are owned, directly or indirectly, by Zeta; and
 - 2.2.3 except pursuant to restrictions on transfer contained in the constitution, articles or by-laws (or their equivalent) of the applicable Subsidiary in the Zeta Group, the issued and outstanding shares of each Subsidiary in the Zeta Group are owned free and clear of all Encumbrances and Zeta is not liable to any creditor in respect thereof;
- 2.3 **corporate power:** Zeta has full legal capacity to enter into this agreement and carry out the transactions contemplated by this agreement;
- 2.4 **corporate authorisations:** Zeta has taken all necessary corporate action to authorise the entry into this agreement and has full authority to carry out the transactions contemplated by this agreement;
- 2.5 **binding obligations:** this agreement constitutes legal, valid and binding obligations of Zeta, enforceable against it, in accordance with its terms;
- 2.6 **no contravention:** this agreement does not contravene:
- 2.6.1 any rule, law or regulation to which Zeta or any of its Subsidiaries' (other than members of the PPP Group) property is subject to;
 - 2.6.2 any material term or provision of any material contract to which Zeta or any of its Subsidiaries (other than members of the PPP Group) is a party to; or
 - 2.6.3 Zeta or any of its Subsidiaries' (other than members of the PPP Group) constituent documents;
- 2.7 **Issued securities:** the issued Zeta securities and rights to be issued Zeta securities as of the date of this agreement is 100,000,000 Zeta Shares and 86,461,440 Zeta Options with an exercise price of \$0.001 per Zeta Option and an expiry date of 7 December 2019;
- 2.8 **no obligation to issue securities:** Other than the Zeta Options, neither Zeta or any of its Subsidiaries (other than members of the PPP Group) has issued, or agreed to issue, or is required to issue any other securities or instrument which are still in force and may convert into Zeta Shares, shares in Zeta or any of its Subsidiaries (other than members of the PPP Group) or any other securities in Zeta or any of its Subsidiaries (other than members of the PPP Group);

- 2.9 **no additional rights:** the Zeta Shares are free of pre-emptive rights;
- 2.10 **solvency:** Zeta and its Subsidiaries (other than members of the PPP Group) are not affected by an Insolvency Event;
- 2.11 **regulatory action:** Zeta and its Subsidiaries (other than members of the PPP Group) have not received notice of any regulatory action of any nature taken, or to be taken, in relation to Zeta or any of its Subsidiaries (other than members of the PPP Group) which would prevent, inhibit or otherwise have a material adverse effect on Zeta's ability to fulfil its obligations under this agreement;
- 2.12 **litigation:** there are no material actions, suits, arbitrations, legal or administrative proceedings pending or, to the knowledge of Zeta and its Subsidiaries (other than members of the PPP Group), threatened against Zeta or any of its Subsidiaries (other than members of the PPP Group);
- 2.13 **tax matters:** Zeta and its Subsidiaries (other than members of the PPP Group) have duly and timely:
- 2.13.1 prepared and filed all tax returns required to be filed by it with the appropriate Regulatory Authority and, to its knowledge, such tax returns are complete and correct in all material respects;
 - 2.13.2 duly and timely paid all taxes due;
 - 2.13.3 withheld all taxes and other amounts required by law to be withheld by it and has duly and timely remitted to the appropriate Regulatory Authority such taxes and other amounts required by law to be remitted by it;
 - 2.13.4 collected all amounts on account of sales or transfer taxes, including goods and services, harmonised sales and provincial or territorial sales taxes, required by law to be collected by it and has duly and timely remitted to the appropriate Regulatory Authority any such amounts required by law to be remitted by it; and
 - 2.13.5 the charges, accruals and reserves for taxes reflected in the Zeta Financial Statements (whether or not due and whether or not shown on any tax return but excluding any provision for deferred income taxes) are, in the opinion of Zeta, adequate under applicable accounting principles to cover taxes with respect to Zeta and its Subsidiaries (other than members of the PPP Group) for the periods covered thereby;
- 2.14 **no order:** Zeta is not subject to any Regulatory Authority and, to the knowledge of Zeta, no investigation or other proceedings involving Zeta, that may operate or prevent or restrict trading of any securities of Zeta, are currently in progress or pending before any Regulatory Authority;
- 2.15 **reporting status and compliance:**
- 2.15.1 the Zeta Shares are listed on ASX;
 - 2.15.2 Zeta is in compliance in all material respects with applicable laws, listing and corporate governance rules and regulations of the ASX;

2.16 **disclosure:**

- 2.16.1 Zeta has complied in all material respects with its continuous disclosure obligations under the Corporations Act and the ASX Listing Rules and is not relying on the carve-out in ASX Listing Rule 3.1A to withhold any information from disclosure (other than the fact of this agreement, and the negotiations preceding it); and Zeta has not been the subject of a continuous disclosure review by ASIC within the last 24 months;
- 2.16.2 the information and statements contained in this agreement are true and correct in all material respects and together with the public announcements of Zeta, constitute full, true and plain disclosure of all material facts relating to Zeta and its Subsidiaries (other than members of the PPP Group) on a consolidated basis, contain no misrepresentations and do not omit a material fact which is necessary to make the information and statements contained not misleading in light of the circumstances in which they were made;

2.17 **Scheme Booklet not false or misleading:** as at the date of dispatch of the Scheme Booklet, the Zeta Information contained in the Scheme Booklet will not contain any statement which is false or misleading (including because of a material omission); and

2.18 **No breach:** as at the date of this agreement the execution of this agreement by Zeta and (subject to satisfaction or waiver of the Conditions Precedent) the implementation of the Transaction as contemplated by this agreement does not and will not:

- 2.18.1 constitute a breach of or default under, or constitute an event that with notice or lapse of time, or both, would constitute a breach of or default by;
- 2.18.2 in any material respect, accelerate or permit the acceleration of the performance required by; or
- 2.18.3 give rise to any material obligation or material liability on the part of, or any third party rights (including any right of termination, purchase or pre-emption) that are adverse to the interests of,

Zeta or any of its Subsidiaries (other than members of the PPP Group) under any material contract or agreement or instrument relating to the rights and interests of Zeta or any of its Subsidiaries (other than members of the PPP Group).

ANNEXURE A: SCHEME

SCHEME OF ARRANGEMENT MADE UNDER SECTION 411 OF THE CORPORATIONS ACT 2001 (CTH)

DETAILS

Parties	PPP	
	NAME	PAN PACIFIC PETROLEUM NL
	ACN	000 749 799
	ADDRESS	Level 3, 123 Walker Street, North Sydney, NSW, AUSTRALIA
The registered holders of the fully paid ordinary shares in the capital of PPP as at 5.00pm on the Record Date		

1 DEFINED TERMS & INTERPRETATION

1.1 Defined terms

In this Scheme, except where the context otherwise requires:

Actual Cash Consideration has the meaning given to that term in paragraph 5.1.2.

Actual Zeta Share Consideration has the meaning given to that term in paragraph 5.1.4.

Affiliate means, in relation to any specified person (other than a natural person), any other person (which shall include a natural person) directly or indirectly Controlling or Controlled by such specified person or under direct or indirect common control with such specified person.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited or the Australian Securities Exchange, as the context requires.

ASX Settlement means ASX Settlement Pty Ltd ABN 49 008 504 532.

ASX Settlement Rules means ASX Settlement Operating Rules of ASX Settlement.

Business Day means a business day as defined in the ASX Listing Rules.

Cash Consideration means \$0.038 cash for each Scheme Share held by a Scheme Participant.

CHES means the clearing house electronic sub-register system of share transfers operated by ASX Settlement.

Conditions Precedent means the conditions precedent set out in clause 3.1 of the Implementation Agreement.

Corporations Act means the Corporations Act 2001 (Cth).

Court means the Federal Court of Australia.

Deed Poll means the deed poll between executed by Zeta substantially in the form of Annexure B to the Implementation Agreement, or in such other form as agreed in writing between PPP and Zeta.

Effect means, when used in relation to the Scheme, the coming into effect pursuant to 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 Scheme and **Effective** has a corresponding meaning.

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

Election Form means the form accompanying the Scheme Booklet, pursuant to which Scheme Participants (other than Foreign Holders and Small Parcel Holders) may elect whether to receive their Scheme Consideration in the form of Cash Consideration or Zeta Share Consideration.

Electronic Payment Election means, in respect of a Scheme Participant, an election made before the Record Date by the Scheme Participant (in accordance with the requirements of PPP's share registry) to receive the Cash Consideration from PPP by electronic funds transfer to a bank account nominated by the Scheme Participant.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security arrangement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by law or contract.

End Date means 30 November 2017, or such later date as agreed to in writing between the parties in accordance with clause 3.9 of the Implementation Agreement.

Excluded Shares means any PPP Shares held by Zeta and its Affiliates.

Foreign Holder means any PPP Shareholder whose address shown on the PPP Share Register as at the Record Date is a place outside Australia and New Zealand, unless, no less than three Business Days prior to the Scheme Meeting, PPP and Zeta agree in writing that it is lawful and not unduly onerous or unduly impracticable to issue that PPP Shareholder with the Scheme Consideration when the Scheme becomes Effective.

Implementation Agreement means the Scheme Implementation Agreement dated on or about 12 June 2017 between PPP and Zeta, as amended or varied from time to time.

Implementation Date means the fifth Business Day after the Record Date, or such other date agreed to in writing by PPP and Zeta.

Independent Expert means a person to be appointed by PPP pursuant to clause 5.1.4 of the Implementation Agreement as an independent expert to prepare a report to be provided to the PPP Board and PPP Shareholders stating whether, in the expert's opinion, the Scheme is in the best interests of PPP Shareholders.

Independent Expert's Report means the independent expert's report prepared by the Independent Expert in relation to the Scheme including any updates or amendments to this report made by the Independent Expert.

Marketable Parcel has the meaning given to that term in the ASX Listing Rules.

Notice of Meeting means the notice convening the Scheme Meeting together with the proxy forms for that meeting.

PPP Board means the board of directors of PPP from time to time.

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

PPP Share Register means the register of PPP Shares maintained by Link Market Service Limited.

PPP Shareholder means a person who is registered in the PPP Share Register as the holder of one or more PPP Shares, from time to time.

Record Date means 5.00pm on the fifth Business Day following the Effective Date, or such other date (after the Effective Date) as PPP and Zeta may agree in writing.

Registered Address means, in relation to a Scheme Participant, the address of that Scheme Participant as shown in the PPP Share Register as at the Record Date.

Sale Agent means a person appointed by Zeta to sell the Zeta Shares that would otherwise be issued to or for the benefit of Foreign Holders under the terms of the Scheme.

Scheme means the scheme of arrangement pursuant to Part 5.1 of the Corporations Act proposed between PPP and the PPP Shareholders as set out in this document, together with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by Zeta and PPP.

Scheme Booklet means the information to be despatched to all PPP Shareholders and approved by the Court in connection with this Scheme, including this Scheme, the Explanatory Statement in respect of this Scheme, the Independent Expert's Report and the Notice of Meeting.

Scheme Consideration means for each PPP Share held by a Scheme Participant at the Record Date:

- (a) the Cash Consideration; or
- (b) the Zeta Share Consideration,

subject to the terms of this Scheme.

Small Parcel Holder means a PPP Shareholder who holds less than a Marketable Parcel of PPP Shares at the Record Date.

Scheme Participant means each person who is a PPP Shareholder as at 5.00pm on the Record Date (other than Zeta and its Affiliates).

Scheme Shares means all of the PPP Shares on issue at the Record Date other than Excluded Shares.

Second Court Date means the first day on which an application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned or appealed application is heard.

Scheme Meeting means the meeting of PPP Shareholders convened by the Court in relation to the Scheme pursuant to section 411(1) of the Corporations Act and includes any adjournment of that meeting.

Trust Account means the trust account operated by or on behalf of PPP to hold the Cash Consideration on trust for the Scheme Participants for the purpose of paying the Cash Consideration to the Scheme Participants in accordance with paragraph 5.3 of this Scheme, as nominated by PPP at least 5 Business Days prior to the Implementation Date.

Zeta means Zeta Resources Limited ARBN 162 902 481.

Zeta Share means a fully paid common share in the capital of Zeta.

Zeta Share Consideration means one Zeta Share for every 10 Scheme Shares held by a Scheme Participant.

Zeta Share Register means the register of registered shareholders of Zeta in Bermuda or any branch register thereof.

Interpretation

- 1.2 In this Scheme, except where the context otherwise requires:
- 1.2.1 the singular includes the plural and vice versa, and a gender includes other genders;
 - 1.2.2 another grammatical form of a defined word or expression has a corresponding meaning;
 - 1.2.3 a reference to a clause, paragraph, or schedule is to a clause or paragraph of, or schedule to, this agreement, and a reference to this agreement includes any schedule;
 - 1.2.4 a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - 1.2.5 a reference to A\$, dollar or \$ is to Australian currency;
 - 1.2.6 a reference to time is to time in Perth, Western Australia, unless otherwise noted;
 - 1.2.7 a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
 - 1.2.8 a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- 1.2.9 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.2.10 a word or expression defined in the Corporations Act and not otherwise defined in this agreement has the meaning given to it in the Corporations Act;
- 1.2.11 the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- 1.2.12 any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.13 any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.14 a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- 1.2.15 if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

2 THE SCHEME

2.1 Subject to and conditional on:

- 2.1.1 approval of the Scheme by the Court pursuant to section 411(4)(b) of the Corporations Act and if applicable, PPP and Zeta having accepted in writing any modification or condition made or required by the Court under section 411(6) of the Corporations Act;
- 2.1.2 such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme and agreed to by PPP and Zeta as having been satisfied or waived;
- 2.1.3 lodgement with ASIC of an office copy of the order of the Court approving the Scheme pursuant to section 411(10) of the Corporations Act;
- 2.1.4 the orders of the Court made or required by the Court under section 411(4)(b) (and, if applicable, subsection 411(6)) of the Corporations Act) approving this Scheme coming into effect, pursuant to section 411(10) of the Corporations Act, on or before the End Date;
- 2.1.5 all of the Conditions Precedent being satisfied or waived (other than the condition in clause 3.1.4 (Court Approval) of the Implementation Agreement or those that cannot be waived) in accordance with the Implementation Agreement by the times set out in the Implementation Agreement;
- 2.1.6 as at 8.00 am on the Second Court Date, the Implementation Agreement not having been terminated in accordance with its terms; and

2.1.7 as at 8.00 am on the Second Court Date, the Deed Poll not having terminated in accordance with its terms,

in consideration for the Scheme Consideration for the Scheme Shares in accordance with the terms of this Scheme, the Scheme Shares, and all rights and entitlements attaching to the Scheme Shares, will be transferred to Zeta or a nominee of Zeta with effect from the Implementation Date and without the need for any further act by the holders of the Scheme Shares (other than any acts performed by PPP or its directors or officers as attorney or agent for the Scheme Participants) on the terms of this Scheme.

2.2 The satisfaction of each condition in paragraphs 2.1.1 to 2.1.7 (inclusive) of this Scheme (**Condition**) is a condition precedent to the operation of this Scheme.

2.3 PPP and Zeta will each provide to the Court on the Second Court Date a certificate (or such other evidence as the Court requests) confirming (in respect of matters within their knowledge) whether or not the Conditions Precedent have been satisfied or waived (other than the condition in clause 3.1.4 (Court Approval) of the Implementation Agreement or other than those that cannot be waived) as at 8.00am on the Second Court Date.

The certificate referred to in this paragraph 2.3 will constitute conclusive evidence of whether such conditions precedent have been satisfied or waived as at 8.00am on the Second Court Date.

2.4 Subject to paragraph 2.5, this Scheme becomes Effective for all purposes on the Effective Date.

2.5 This Scheme will lapse and be of no further force or effect if:

2.5.1 the Effective Date has not occurred on or before the End Date; or

2.5.2 the Implementation Deed or the Deed Poll is terminated in accordance with its terms,

unless Zeta and PPP otherwise agree in writing.

2.6 In consideration of the transfer of the Scheme Shares to Zeta or a nominee of Zeta (as detailed in paragraph 2.9), and subject to the other terms and conditions of this Scheme, on the Implementation Date:

2.6.1 each Scheme Participant (who is not Foreign Holder) will be paid or issued (as applicable) the Scheme Consideration in respect of the PPP Shares held by them as at 5:00pm on the Record Date; and

2.6.2 the Sale Agent will be issued the Scheme Consideration (in the form of Zeta Shares) in respect of the PPP Shares held by all Foreign Holders as at 5.00pm on the Record Date.

2.7 Notwithstanding any rule of law or equity to the contrary, holders of Scheme Shares will be entitled to exercise all voting and other rights attached to the Scheme Shares pending their transfer pursuant to paragraph 2.9, subject to the restrictions on dealing in Scheme Shares set out in paragraph 4.

2.8 If the Scheme becomes Effective, a holder of Scheme Shares (other than a Foreign Holder) will:

- 2.8.1 be deemed to have agreed to become a member of Zeta and to have accepted the Zeta Share Consideration issued to that holder under this Scheme subject to, and to be bound by, the constating documents of Zeta; or
 - 2.8.2 where the holder has elected to receive the Cash Consideration, become entitled to receive the Cash Consideration in respect of their Scheme Shares in accordance with paragraph 5.4 of this Scheme.
- 2.9 On the Implementation Date PPP must:
- 2.9.1 procure the delivery of a duly completed and executed instrument or instruments of transfer transferring all of the Scheme Shares to Zeta or its nominee; and
 - 2.9.2 subject to Zeta having executed these instruments of transfer, enter the name of Zeta or its nominee in the PPP Share Register as the holder of the Scheme Shares.
- 2.10 This Scheme attributes actions to Zeta but does not itself impose an obligation on Zeta to perform those actions. Zeta has agreed by executing the Deed Poll to perform (or procure the performance of) its obligations as contemplated by this Scheme, including to provide the Scheme Consideration to Scheme Participants.
- 2.11 PPP undertakes in favour of each Scheme Participant to enforce the Deed Poll against Zeta on behalf of and as agent and attorney for the Scheme Participants.
- 2.12 Each Scheme Participant warrants to Zeta and is deemed to have authorised PPP to warrant to Zeta as agent and attorney for the Scheme Participant by virtue of this paragraph 2.12, that:
- 2.12.1 all their Scheme Shares (including any rights and entitlements attaching to those shares) transferred to Zeta or its nominee under the Scheme will, as at the date of the transfer, be fully paid and free from all Encumbrances; and
 - 2.12.2 they have full power and capacity to sell and to transfer their Scheme Shares (including any rights and entitlements attaching to those shares) to Zeta or its nominee under the Scheme.

Transfer free of encumbrances

- 2.13 To the extent permitted by law, all PPP Shares (including any rights and entitlements attaching to those shares) which are transferred to Zeta or its nominee under this Scheme will, at the date of the transfer of them to Zeta or its nominee, vest in Zeta or its nominee free from all Encumbrances and interests of third parties of any kind, whether legal or otherwise, and free from any restrictions on transfer of any kind not referred to in this Scheme.

Appointment of Zeta as sole proxy

- 2.14 Subject to the issue/payment of the Scheme Consideration for the Scheme Shares as contemplated by paragraphs 2.6 and 2.9 of this Scheme, on and from the Implementation Date until PPP registers Zeta or its nominee as the holder of all of the Scheme Shares in the PPP Share Register, each Scheme Participant:
- 2.14.1 irrevocably appoints Zeta and each of its directors from time to time (jointly and each of them individually) as its sole proxy and where applicable, corporate representative, to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in its name and sign any shareholders resolution,

and no Scheme Participant may itself attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to this clause 2.14.1); and

- 2.14.2 must take all other actions in the capacity of the registered holder of Scheme Shares as Zeta directs; and
- 2.14.3 acknowledges and agrees that in exercising the powers referred to in clause 2.14.1, Zeta and any director, officer, secretary or agent nominated by Zeta under clause 2.14.1 may act in the best interests of Zeta as the intended registered holder of the Scheme Shares.

3 ELECTION PROCEDURE

- 3.1 Subject to the remaining provisions of this paragraph 3, each Scheme Participant will be entitled to elect to receive as consideration for the transfer of its Scheme Shares to Zeta, under this Scheme, either the Cash Consideration or the Zeta Share Consideration by completing the Election Form and returning it to the address specified in the Election Form so that it is received by 5.00pm on the Record Date. An election (other than a deemed election) under this paragraph 3 must be made in accordance with the terms and conditions on the Election Form.
- 3.2 A Foreign Holder may not make an election pursuant to this paragraph 3 and any election purportedly made by a Foreign Holder will be invalid. Foreign Holders will be deemed to have elected to receive the Zeta Share Consideration and will be dealt with in accordance with paragraph 6.
- 3.3 A Small Parcel Holder may not make an election pursuant to this paragraph 3 and any election purportedly made by a Small Parcel Holder will be invalid. Small Parcel Holders will be deemed to have elected to receive the Cash Consideration.
- 3.4 A Scheme Participant (who is not a Foreign Holder or a Small Parcel Holder) who does not validly elect between the Cash Consideration and the Zeta Share Consideration will be deemed to have elected to receive the Zeta Share Consideration. Accordingly, a Scheme Participant who wishes to receive the Zeta Share Consideration does not need to make an election under this paragraph 3.
- 3.5 Subject to paragraph 3.6, an election made, or deemed to be made by a Scheme Participant under this paragraph 3 will be deemed to apply in respect of the Scheme Participant's entire registered holding of PPP Shares, regardless of whether the Scheme Participant's holding of Scheme Shares at the Record Date is greater or less than the Scheme Participant's holding of PPP Shares at the time of the election.
- 3.6 A Scheme Participant who is noted on the PPP Share Register as holding one or more parcels of Scheme Shares as trustee or nominee for, or otherwise on account of, another person, may make a separate election under this paragraph 3 in relation to each of those parcels of Scheme Shares (subject to it providing to PPP and Zeta any substantiating information they reasonably require), and an election made or deemed to be made in respect of any such parcel, will not be taken to extend to the other parcels.
- 3.7 PPP may, with the prior written consent of Zeta, settle as it thinks fit any difficulty, matter of interpretation or dispute which may arise in connection with determining the validity of any

election under this paragraph 3, and any such decision will be conclusive and binding on PPP, Zeta and the relevant Scheme Participant.

4 DEALINGS IN PPP SHARES

- 4.1 To establish the identity of Scheme Participants, dealings in PPP Shares will only be recognised if:
 - 4.1.1 in the case of dealings of the type to be effected using CHESS, the transferee is registered in the PPP Share Register as holder of the relevant PPP Shares on or before 5.00pm on the Record Date; and
 - 4.1.2 in all other cases, registrable transmission applications or transfers in registrable form in respect of those dealings are received on or before 5.00pm on the Record Date at the place where the PPP Share Register is kept.
- 4.2 PPP must register any transmission application or transfer received in accordance with paragraph 4.1 by 5.00pm on the Record Date.
- 4.3 If the Scheme becomes Effective:
 - 4.3.1 no dealing in PPP Shares, whenever initiated, will be given effect to if it is received after 5.00pm on the Record Date;
 - 4.3.2 any purported dealing in PPP Shares after 5.00pm on the Record Date will be void and of no effect; and
 - 4.3.3 no PPP Shares or options to subscribe for PPP Shares will be allotted or issued by PPP after the Effective Date.
- 4.4 For the purpose of determining entitlements to the Scheme Consideration, PPP will maintain the PPP Share Register in accordance with the provisions of this paragraph 4 until the Scheme Consideration has been paid or issued (as applicable) to the Scheme Participants and Zeta and its nominee has been entered in the PPP Share Register as the holder of all the Scheme Shares. The PPP Share Register in this form will solely determine entitlements to the Scheme Consideration.
- 4.5 Subject to provision of the Scheme Consideration and registration of the transfer to Zeta contemplated in paragraph 2.9, any statements of holding in respect of PPP Shares will cease to have effect after 5.00pm on the Record Date as documents of title in respect of those shares. After 5.00pm on the Record Date, each entry current on the PPP Share Register as at 5.00pm on the Record Date will cease to have effect except as evidence of entitlement to the Scheme Consideration.
- 4.6 As soon as practicable after the Record Date, and in any event within one Business Day of the Record Date, PPP will ensure that details of the names, Registered Addresses and holdings of PPP Shares for each Scheme Participant, as shown in the PPP Share Register at 5.00pm on the Record Date, are available to Zeta in such form as Zeta reasonably requires.
- 4.7 PPP will apply to ASX to suspend trading on ASX in PPP Shares with effect from the close of trading on ASX on the Effective Date.
- 4.8 After the Scheme has been fully implemented, PPP will apply:

- 4.8.1 for termination of the official quotation of PPP Shares on ASX; and
- 4.8.2 to have itself removed from the official list of the ASX.

5 PAYMENT/ISSUE OF SCHEME CONSIDERATION

- 5.1 Not later than one Business Day after the Record Date, PPP will give to Zeta a notice specifying:
 - 5.1.1 the persons to whom the Cash Consideration is to be paid pursuant to paragraph 2.6;
 - 5.1.2 the total amount of Cash Consideration to be paid to Scheme Participants (including Small Parcel Holders) (**Actual Cash Consideration**);
 - 5.1.3 the persons to whom the Zeta Share Consideration is to be issued pursuant to paragraph 2.6; and
 - 5.1.4 the total number of Zeta Shares to be issued to Scheme Participants (including the Zeta Shares to be issued to the Sale Agent) (**Actual Zeta Share Consideration**). Where the calculation of the number of Zeta Shares to be issued to a particular Scheme Participant would result in the issue of a fraction of a Zeta Share, the fractional entitlement will be rounded down to the nearest whole number of Zeta Shares.

Issue of the Zeta Share Consideration

- 5.2 Subject to paragraph 6, the obligation of Zeta to issue the Scheme Consideration in the form of Zeta Shares under this Scheme will be satisfied by Zeta:
 - 5.2.1 on the Implementation Date, issuing to each Scheme Participant such number of Zeta Shares that the Scheme Participant is entitled to receive as Scheme Consideration in accordance with this Scheme;
 - 5.2.2 on the Implementation Date, entering into the Zeta Share Register the name and address of each such Scheme Participant in relation to all the Zeta Shares which the Scheme Participant is entitled to receive as Scheme Consideration in accordance with this Scheme; and
 - 5.2.3 as soon as practicable after the Implementation Date and in accordance with the ASX Listing Rules, but in any event no later than 5 Business Days after the Implementation Date, dispatching or procuring the dispatch of holding statements to the address recorded in the PPP Share Register on the Record Date for the Zeta Shares issued to each such Scheme Participant on the Implementation Date.

Payment of the Cash Consideration

- 5.3 The obligation of Zeta to issue the Scheme Consideration in the form of cash under this Scheme will be satisfied by Zeta depositing (or procuring the deposit of) an amount equal to the Actual Cash Consideration in cleared funds into the Trust Account by no later than 5.00pm on the Business Day prior to the Implementation Date.

- 5.4 Subject to paragraphs 5.3 and 5.5, PPP will pay or procure the payment, from the Trust Account, to each Scheme Participant the proportion of the aggregate of the Cash Consideration attributable to that Scheme Participant within five Business Days after the Implementation Date by:
- 5.4.1 where the Scheme Participant has made an Electronic Payment Election, making a payment of the relevant amount by electronic means in accordance with that election; or
 - 5.4.2 otherwise, despatching or procuring the despatch to the Scheme Participant of a cheque in the name of the Scheme Participant for the relevant amount, by pre-paid ordinary post (or, if the Registered Address of the Scheme Participant is outside Australia, by pre-paid airmail post) in an envelope addressed to the Registered Address.
- 5.5 In the event that PPP believes that a Scheme Participant is not known at the Scheme Participant's address on the Register, PPP may credit the amount payable to the relevant Scheme Participant to a separate bank account of PPP to be held on trust by PPP for the Scheme Participant until the Scheme Participant claims the amount or the amount is dealt with in accordance with applicable unclaimed money legislation.
- 5.6 PPP must hold the amount on trust for the relevant Scheme Participant, but any benefit accruing from the amount will be to the benefit of Zeta. An amount credited to the account is to be treated as having been paid to the Scheme Participant when credited to the account. PPP must maintain records of the amounts paid, the persons who are entitled to the amount and any transfer of the amounts.
- 5.7 PPP may cancel a cheque issued under this clause 5 if the cheque:
- 5.7.1 is returned to PPP or its agents as undeliverable; or
 - 5.7.2 has not been presented for payment within six months after the Implementation Date.
- During the period of one year commencing on the Implementation Date, on request from a Scheme Participant a cheque that was previously cancelled under clause 5.7 must be reissued. Any interest or other benefit accruing from unclaimed Cash Consideration will be to the benefit of Zeta.
- 5.8 The *Unclaimed Money Act 1990* (WA) will apply in relation to any Cash Consideration which becomes "unclaimed money" (as defined under the *Unclaimed Money Act 1990* (WA)).

Orders of a court

- 5.9 In the case of notice having been given to PPP (or PPP's share registry) of an order made by a court of competent jurisdiction:
- 5.9.1 which requires payment to a third party of a cash sum in respect of Scheme Shares held by a particular Scheme Participant, which would otherwise be payable to that Scheme Participant in accordance with this paragraph 5.4, then PPP shall procure that payment is made in accordance with that order; or
 - 5.9.2 which would prevent PPP from dispatching payment to any particular Scheme Participant in accordance with paragraph 5.4 of this Scheme,

PPP will retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Participant multiplied by the Cash Consideration until such time as payment in accordance with clause 5.4 of this Scheme is permitted by law.

6 FOREIGN HOLDERS

- 6.1 Zeta has no obligation under this Scheme to issue any Scheme Consideration to a Foreign Holder under the Scheme.
- 6.2 The Zeta Share Consideration that would, but for paragraph 6.1, have been issued to a Foreign Holder must be issued by Zeta to the Sale Agent and Zeta must procure that:
 - 6.2.1 the name and registered address of the Sale Agent is entered into the Zeta Share Register on the Implementation Date in respect of the Zeta Shares required to be issued to it under paragraph 2.6.2; and
 - 6.2.2 a holding statement is sent to the Sale Agent representing the number of Zeta Shares so issued to it.
- 6.3 Zeta must instruct the Sale Agent to:
 - 6.3.1 sell all Zeta Shares issue to it for the benefit of the Foreign Holders, as soon as reasonably practicable and, in any event, not more than 20 Business Days after the Implementation Date; and
 - 6.3.2 within two Business Days after receiving the proceeds in respect of the sale of all of the Zeta Shares referred to in paragraph 6.3.1:
 - 6.3.2.1 account to the Foreign Holders for the net proceeds of sale (on an averaged basis so that all Foreign Holder receive the same price per Zeta Share, subject to rounding to the nearest whole cent), and any income referable to those Zeta Shares, after deduction of any applicable costs or fees, brokerage, taxes and charges, at the Foreign Holders' risk in full satisfaction of the Foreign Holders' rights under this Scheme; and
 - 6.3.2.2 remits the net proceeds of sale to the Foreign Holders by dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian dollars drawn in the name of the Foreign Holder (or in the case of joint holders, in accordance with paragraph 8.5) by ordinary pre-paid post to the address of that Foreign Holder appearing in the PPP Share Register at the Record Date.
- 6.4 In the event that the Sale Agent believes, after consultation with PPP, that a Foreign Holder is not known at its address appearing in the Register at the Record Date, the Sale Agent may credit the amount payable to that Foreign Holder to a separate bank account of Zeta to be held until the Foreign Holder claims the amount or the amount is dealt with in accordance with unclaimed money legislation, and Zeta must hold the amount in trust but any amount accruing from the amount will be to the benefit of Zeta. An amount credited to the account is to be treated as having been paid to the Foreign Holder. Zeta must maintain records of the amounts paid, the people who are entitled to the amounts and any transfers of the amounts.

- 6.5 Payment by the Sale Agent to a Foreign Holder in accordance with this paragraph 6 satisfies in full the Foreign Holder's right to Scheme Consideration.
- 6.6 None of Zeta, PPP or the Sale Agent gives any assurance as to the price that will be achieved for the sale of the Zeta Shares described in this paragraph 6, and the sale of the Zeta Shares under this paragraph 6 will be at the risk of the Foreign Holder.
- 6.7 Each Foreign Holder appoints PPP, and each director or officer of PPP, as its agent to receive on its behalf any financial services guide or other notice which may be given by the Sale Agent to the Foreign Holder for or in connection with its appointment or sales.

7 WHEN SCHEME BECOMES BINDING

- 7.1 This Scheme will become binding on PPP and each Scheme Participant only if the Court makes an order under section 411(4)(b) of the Corporations Act approving the Scheme and that order becomes effective in accordance with section 411(10) of the Corporations Act. PPP must lodge an office copy of that order with ASIC not later than 5.00pm on the Business Day after the order has been made.
- 7.2 If this Scheme becomes binding as provided by paragraph 7.1, the rights of any holder at the Record Date of a PPP Share are the same as the rights that a PPP Shareholder who held that PPP Share immediately prior to the Effective Date would have had if he had remained the holder of the PPP Share until the Record Date.
- 7.3 Where this Scheme becomes binding as provided by paragraph 7.1, a PPP Shareholder (and any person claiming through that holder) may only assign, transfer or otherwise deal with those PPP Shares on the basis that the rights so assigned, transferred or dealt with are limited in the manner described in paragraph 7.2.

8 GENERAL

- 8.1 PPP may by its counsel or solicitors consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition, which the Court may think fit to approve or impose and to which Zeta has consented in writing (such consent not to be unreasonably withheld). Each Scheme Participant agrees to any such modification.
- 8.2 The accidental omission to give notice of the Scheme Meeting to any holder of PPP Shares or the non-receipt of such a notice by any holder of PPP Shares will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings at the Scheme Meeting.
- 8.3 For the purpose of this Scheme, the expression "send" or "sent" means:
 - 8.3.1 for the purpose of paragraphs 5.1 and 5.2.3, sending by ordinary pre-paid post to a Scheme Participant at the address of that Scheme Participant appearing in the Register at the Record Date;
 - 8.3.2 for the purpose of paragraph 6.2.2, sending by ordinary pre-paid post to the Sale Agent at its address; or
 - 8.3.3 delivery to the relevant address by any other means at no cost to the recipient.

- 8.4 If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to PPP, 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 PPP's registered office or at the office of the registrar of PPP Shares.
- 8.5 In the case of Scheme Shares held in joint names:
- 8.5.1 any Zeta Share Consideration to be issued under this Scheme must be issued to and registered in the names of the joint holders;
 - 8.5.2 any Cash Consideration to be paid under this Scheme will be made payable to the joint holders and sent to the holder whose name first appears in the PPP Share Register as at the Record Date; and
 - 8.5.3 any other document required to be sent under this Scheme, will be forwarded to the holder whose name first appears in the PPP Share Register as at the Record Date.
- 8.6 Each Scheme Participant will be deemed (without the need for any further act) to have irrevocably appointed PPP and each of its officers, jointly and severally, as the holder's attorney for the purpose of executing any document necessary to give effect to this Scheme, including executing a share transfer form or master share transfer form for the PPP Shares.
- 8.7 The Scheme Participants:
- 8.7.1 agree to the transfer of their PPP Shares to Zeta or its nominee in accordance with the terms of this Scheme and consent to PPP doing all things necessary for or incidental to the implementation of this Scheme; and
 - 8.7.2 acknowledges that this Scheme binds PPP and all Scheme Participants (including those who do not attend the Scheme Meeting or do not vote at that meeting or vote against the Scheme at that Meeting).
- 8.8 PPP must execute all deeds and other documents and do all acts and things as may be necessary or expedient on its part to implement this Scheme in accordance with its terms.
- 8.9 Neither PPP nor any of its officers will be liable for anything done or for anything omitted to be done in performance of this Scheme in good faith.
- 8.10 To the extent of any inconsistency, this Scheme overrides PPP's constitution and binds PPP and PPP Shareholders.
- 8.11 The proper law of this Scheme is the law of Western Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

Stamp duty

- 8.12 Zeta will pay all stamp duty (including any fines, penalties and interest) payable in connection with this Scheme.

ANNEXURE B: DEED POLL

DEED POLL

DETAILS

Date 12 June 2017

BY

Zeta

Name Zeta Resources Limited
ARBN 162 902 481
Address 34 Bermudiana Road, Hamilton, Bermuda, HM11
Fax +1 441 295 6699
Email dugald.morrison@icm.limited
Attention Dugald Morrison

IN FAVOUR OF

Each registered holder of fully paid ordinary shares in Pan Pacific Petroleum NL ACN 000 749 799 of Level 3, 123 Walker Street, North Sydney, NSW 2060 (**PPP**) as at 5.00pm on the Record Date.

BACKGROUND

- 1 PPP and Zeta are parties to a scheme implementation agreement dated on or about the date of this deed poll in respect of the Scheme and associated matters (**Implementation Agreement**).
- 2 In accordance with clause 5.3.5 of the Implementation Agreement, Zeta is entering into this deed poll to covenant in favour of the Scheme Participants that it will observe and perform its obligations under the Implementation Agreement and the Scheme, including providing the Scheme Consideration.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this deed poll:

First Court Date means the first day on which an application is made to the Court for an order under section 411(1) of the Corporations Act approving the convening of the Scheme Meeting.

Scheme means the scheme of arrangement pursuant to Part 5.1 of the Corporations Act proposed between PPP and PPP Shareholders, substantially in the form of Annexure A to this deed poll, or as otherwise agreed by PPP and Zeta.

All other capitalised words and phrases have the same meaning as given to them in the Scheme.

Interpretation

- 1.2 Clause 1.2 of the Scheme applies to the interpretation of this deed poll, except that references to "this agreement" in clause 1.2 of the Scheme are to be read as references to "this deed poll".

2 NATURE OF DEED POLL

- 2.1 Zeta acknowledges that:
- 2.1.1 this deed poll may be relied upon and enforced by any Scheme Participant in accordance with its terms, even though the Scheme Participants are not party to it; and
 - 2.1.2 under the Scheme, each Scheme Participant irrevocably appoints PPP and each of its directors and officers (jointly and severally) as its agent and attorney to enforce this deed poll against Zeta on behalf of that Scheme Participant.

3 CONDITIONS AND TERMINATION

Conditions

- 3.1 This deed poll and the obligations of Zeta under this deed poll are subject to the Scheme becoming Effective.

Termination

- 3.2 The obligations of Zeta under this deed poll to the Scheme Participants will automatically terminate and the terms of this deed poll will be of no further force or effect, if:
- 3.2.1 the Implementation Agreement is terminated in accordance with its terms prior to the Scheme becoming Effective; or
 - 3.2.2 the Scheme does not become Effective on or before the End Date,
- unless Zeta and PPP otherwise agree in writing.

Consequences of Termination

- 3.3 If this deed poll is terminated under clause 3.2 then, in addition and without prejudice to any other rights, powers or remedies available:
- 3.3.1 Zeta is released from its obligations to further perform this deed poll except for any obligations which by their nature survive termination; and
 - 3.3.2 Scheme Participants retain the rights they have against Zeta in respect of any breach of this deed poll which occurs before termination.

4 SCHEME CONSIDERATION

Payment of Scheme Consideration

4.1 Subject to clause 3, Zeta:

- 4.1.1 offers to acquire all the PPP Shares held by the Scheme Participants;
 - 4.1.2 in consideration of the acceptance of that offer and the transfer of each PPP Share to Zeta or its nominee, undertakes in favour of each Scheme Participant:
 - 4.1.2.1 in the case of Zeta Share Consideration, to issue and provide to the Scheme Participants the Actual Zeta Share Consideration; and
 - 4.1.2.2 in the case of Cash Consideration, to pay or procure the payment of the Actual Cash Consideration to the Trust Account,
- for each PPP Share held by each Scheme Participant; and
- 4.1.3 agrees to undertake all other actions attributed to it under the Scheme and do all acts and things necessary or desirable on its part to give full effect to the Scheme,

all in accordance with the terms of the Scheme and the Implementation Agreement.

Payment of Cash Consideration

- 4.2 Zeta's obligation to provide the Cash Consideration to PPP on behalf of each Scheme Participant is satisfied by Zeta, no later than 5.00pm on the Business Day prior to the Implementation Date, depositing in immediately available funds the amount equal to the Actual Cash Consideration payable to all relevant Scheme Participants into the Trust Account (except that the amount of any interest on the amount deposited (less bank fees and other charges) will be to Zeta's account).

Issue of Zeta Share Consideration

- 4.3 Zeta's obligation to issue the Zeta Share Consideration is satisfied by Zeta issuing Zeta Shares to all relevant Scheme Participants by no later than 5.00pm on the Implementation Date.

Zeta Shares

- 4.4 Zeta covenants in favour of Scheme Participant that the Zeta Shares issued as Scheme Consideration to Scheme Participants will:
 - 4.4.1 be validly issued;
 - 4.4.2 rank equally in all respects with all issued and outstanding Zeta Shares; and
 - 4.4.3 be issued fully paid and free from any Encumbrance or other third party rights.

5 WARRANTIES

- 5.1 Zeta represents and warrants in favour of each Scheme Participant that:

- 5.1.1 it is a corporation validly existing under the laws of its jurisdiction of continuance;
- 5.1.2 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;
- 5.1.3 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 of this deed poll and to carry out the transactions contemplated by this deed poll;
- 5.1.4 this deed poll is valid and binding on it and enforceable against it in accordance with its terms; and
- 5.1.5 this deed poll does not conflict with, or result in the breach of or default under, any provision of the articles of continuance of Zeta (as the same have been amended, restated or supplemented from time to time as of the date hereof) or any material term or provision of any agreement, or any writ, order or injunction, judgement, law, rule or regulation to which Zeta is a part, is subject to, or is bound by.

6 CONTINUING OBLIGATIONS

- 6.1 This deed poll is irrevocable and, subject to clause 3, remains in full force and effect until:
 - 6.1.1 Zeta has fully performed its obligations under this deed poll; or
 - 6.1.2 the earlier termination of this deed poll under clause 3.

7 NOTICES

Notices

- 7.1 Any notice or other communication to Zeta in respect of this deed poll must be in legible writing and in English and:
 - 7.1.1 must be addressed as shown below:

Zeta

Attention: Dugald Morrison
Address: 34 Bermudiana Road
Hamilton, Bermuda, HM11
Email: dugald.morrison@icm.limited
 - 7.1.2 must be signed by the person making the communication or by a person duly authorised by that person;
 - 7.1.3 must be delivered or posted by prepaid post to the address of Zeta in accordance with clause 7.1.1 or sent by email to the email address specified above; and

- 7.1.4 will be regarded as received by the addressee:
- 7.1.4.1 if delivered, on the date of delivery;
 - 7.1.4.2 if sent by post, on the third day after it was put into the post (for post within the same country) or on the fifth day after it was put into the post (for post sent from one country to another); or
 - 7.1.4.3 if sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent,
- but if the notice or other communication would otherwise be taken to be received after 5.00pm or on a Saturday, Sunday or public holiday in the place of receipt then the notice or communication is taken to be received at 9.00am on the next day that is not a Saturday, Sunday or public holiday in the place of receipt.

8 GENERAL

Governing law and jurisdiction

- 8.1 This deed poll is governed by the law of Western Australia. Zeta irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed poll. Zeta irrevocably waives 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.

Waiver

- 8.2 Without limiting any other provisions of this deed poll, Zeta agree that:
- 8.2.1 failure to exercise or enforce or 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 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;
 - 8.2.2 any waiver or consent given under this deed poll will only be effective and binding if it is given or confirmed in writing by the person giving the waiver of consent;
 - 8.2.3 no waiver of a breach of any term of this deed poll will operate as waiver of another breach of that term or of a breach of any other term of this deed poll; and
 - 8.2.4 nothing in this deed poll obliges a party to exercise a right to waive any conditional term of this deed poll that may be in its power.

Variation

- 8.3 This deed poll may not be varied unless:

- 8.3.1 if before the First Court Date, the variation is agreed to by PPP in writing; or
- 8.3.2 if on or after the First Court Date, the variation is agreed to by PPP and the Court indicates that the variation would not of itself preclude approval of the Scheme,

in which event Zeta will enter into a further deed poll in favour of the Scheme Participants giving effect to the variation.

Cumulative rights

- 8.4 The rights, powers and remedies of Zeta and the Scheme Participants under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this deed poll.

Assignment

- 8.5 The rights created by this deed poll are personal to Zeta and each Scheme Participant and may only be assigned with the prior written consent of Zeta and PPP.
- 8.6 Any purported dealing in contravention of clause 8.5 is invalid.

Stamp duty and costs

- 8.7 Zeta must:
 - 8.7.1 pay any stamp duties any related fines and penalties in respect of this deed poll, the performance of this deed poll and each transaction effected by or made under or pursuant to this deed poll;
 - 8.7.2 pay other costs incurred in connection with the transfer of PPP Shares to Zeta in accordance with the terms of the Scheme; and
 - 8.7.3 indemnify on demand each Scheme Participant against any liability arising from failure to comply with clauses 8.7.1 or 8.7.2.

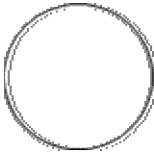
Further assurances

- 8.8 Zeta must promptly do all things necessary or expedient to be done by it in connection with the matters referred to in this deed poll and to implement the Scheme.

EXECUTION

Executed as a Deed Poll.

Signed, sealed and delivered by **Zeta Resources Limited** in the presence of:



[Signed by "Jeanette K Prowse"]
.....
Signature of witness

[Jeanette K Prowse]
.....
Name of witness (print)

[Signed by "Dugald Morrison"]
.....
Signature of authorised signatory

[Dugald Morrison]
.....
Name of authorised signatory (print)

Annexure A: Scheme of Arrangement

[See Annexure A of Scheme Implementation Agreement]