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4 March 2019

To Company Announcements Officer  
Australian Securities Exchange  
20 Bridge Street  
Sydney NSW 2000  
Fax: 1300 135 638

Dear Sir/Madam

**Notice of ceasing to be a substantial holder – Aurelia Metals Limited (ASX:AMI)**

In accordance with the *Corporations Act 2001* (Cth), we attach, on behalf of Glencore Australia Holdings Pty Ltd and Singpac Investment Holding Pte Limited, an ASIC Form 605 (Notice of ceasing to be a substantial holder) issued in relation to Aurelia Metals Limited ACN 108 476 381.

Yours sincerely



**Paul Schroder | Partner**  
**King & Wood Mallesons**  
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This communication and any attachments are confidential and may be privileged.

**Form 605**Corporations Act 2001  
Section 671B**Notice of ceasing to be a substantial holder**To Company Name/Scheme AURELIA METALS LIMITEDACN/ARSN 108 476 381**1. Details of substantial holder (1)**Name GLENCORE AUSTRALIA HOLDINGS PTY LTD, SINGPAC INVESTMENT HOLDINGS PTE LIMITED, GLENCORE FINANCE (BERMUDA) LTD, GLENCORE INTERNATIONAL AG, AND GLENCORE PLC ("GLENCORE")ACN/ARSN (if applicable) N/AThe holder ceased to be a substantial holder on 28 / 02 / 2019The previous notice was given to the company on 30 / 11 / 2017The previous notice was dated 30 / 11 / 2017**2. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to changes (5)	Class (6) and number of securities affected	Person's votes affected
28 / 02 / 2019	Glencore	Disposal of shares pursuant to Block Trade Agreement with JP Morgan dated 25 February 2019 (see Annexure A)	See Annexure A	47,073,364 fully paid ordinary shares	47,073,364

**3. Changes in association**

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

None

**4. Addresses**

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

Name	Address
Glencore Australia Holdings Pty Ltd	Level 44, 1 Macquarie Place, Sydney NSW 2000
Singpac Investment Holdings Pte Limited	1 Temasek Avenue, #34-01 Millennia Tower, Singapore 039192
Glencore Finance (Bermuda) Ltd	Victoria Street 22, Hamilton, Bermuda
Glencore International AG	Baarmattstrasse 2, CH-6341 Baar, Switzerland
Glencore plc	Baarmattstrasse 2, CH-6341 Baar, Switzerland

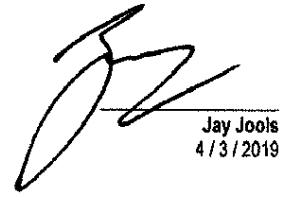
**Signature**print name Jay Jools

Authorised Officer

sign here date 4 / 03 / 2019

**ANNEXURE A**

**This is the annexure marked 'A' of 14 pages (including this page) referred to in the Form 605 (Notice of ceasing to be a substantial holder).**



Jay Jools  
4 / 3 / 2019

# J.P. Morgan

## Strictly Private and Confidential

Glencore Australia Holdings Pty Ltd  
Level 44, 1 Macquarie Place  
Sydney, NSW, 2000

Singpac Investment Holding Pte. Ltd  
1 Temasek Avenue  
#34-01 Millenia Tower  
Singapore 039192

25 February 2019

## **Sale by Glencore Australia Holdings Pty Ltd ("Glencore") and Singpac Investment Holding Pte. Ltd ("Singpac") (together the "Vendor") of ordinary shares in Aurelia Metals Limited ("Company")**

### **1. The Sale**

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- 1.1 **Sale.** Glencore Australia Holdings Pty Limited agrees to sell 30,513,048 fully paid ordinary shares in the Company and Singpac Investment Holding Pte. Ltd agrees to sell 16,560,316 fully paid ordinary shares in the Company (and the shares owned by Glencore and Singpac, together the "**Sale Securities**") and J.P. Morgan Securities Australia Limited ("**J.P. Morgan**") agrees, on an exclusive basis and subject to the terms of this Agreement, to:
- (a) manage the sale of the Sale Securities (the "**Sale**") by procuring purchasers for the Sale Securities at the Sale Price (as determined under clause (b)). Purchasers may include J.P. Morgan's related bodies corporate and Affiliates and may be determined by J.P. Morgan in its discretion; and
  - (b) underwrite and guarantee the sale of any Sale Securities by purchasing, itself or through one or more of its Affiliates, those Sale Securities not taken up by purchasers under clause 1.1(a) ("**Shortfall Securities**") at the Sale Price (as determined under clause (b)).
- 1.2 **Sale price.** The sale price for the Sale Securities will be A\$0.865 per Sale Security ("**Sale Price**").
- 1.3 **Timetable.** The parties agree to conduct the Sale in accordance with the timetable in Schedule 1 ("**Timetable**") of this Agreement (unless the parties consent in writing to a variation).
- 1.4 **Manner of sale.** The Sale will be conducted by J.P. Morgan by way of an offer only to persons:
- (a) if in Australia, are persons who do not need disclosure under Part 6D.2 or Part 7.9 of the *Corporations Act 2001 (Cth)* ("**Corporations Act**");
  - (b) if outside Australia, are persons to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any such requirement with which the Vendor, in its sole and absolute discretion, is willing to comply), as determined by J.P. Morgan; and
  - (c) in each case of (a) and (b) above, are persons that are not in the United States or are not "U.S. persons" (as defined in Rule 902(k) under the US Securities Act) or acting for the

J.P. Morgan Securities Australia Limited • ABN 52 002 888 011 / AFS Licence No: 238188

Level 18 J.P. Morgan House 85 Castlereagh Street, Sydney, NSW 2000 GPO Box 3804 Sydney NSW 2001.

Telephone: 612 9220 1686 • Facsimile: 612 9247 7976 • www.jp.morgan.com.au

This document was prepared for the private use of the addressee and may not be relied on by any other party without the prior written consent of J.P. Morgan Securities Australia Limited.

account or benefit of "U.S. persons", in "offshore transactions", as defined and in reliance on Regulation S under the US Securities Act ("**Regulation S**").

1.5 **Confirmations.** J.P. Morgan will ensure that any person that purchases Sale Securities confirms, including through deemed representations and warranties, among other things:

- (a) its status as a person who meets the requirements of clause 1.4; and
- (b) its compliance with all relevant laws and regulations in respect of the Sale (including the takeover and insider trading provisions of the Corporations Act and the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* ("**FATA**").

1.6 **Account Opening.** On the date of this Agreement, J.P. Morgan or its Affiliate will (where relevant) open an account in the name of the Vendor in accordance with its usual practice and do all such things as necessary to enable it to act as broker to sell the Sale Securities at the Sale Price, in accordance with this Agreement.

## **2. Settlement of Sale Securities**

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- 2.1. **Sale and Settlement Date.** J.P. Morgan must procure that, subject to this clause 3, the Sale is effected by 9:45am on the Trade Date (as defined in the Timetable) by way of one or more special crossings in accordance with the ASX Settlement Operating Rules and ASX Operating Rules, at the Sale Price, with settlement to follow on a T+2 basis ("**Settlement Date**").
- 2.2. **Payment.** Subject to clause 4.5, by 3:00pm (Sydney time) on the Settlement Date, J.P. Morgan must pay or procure the payment to the Vendor an amount equal to the Sale Price multiplied by the number of Sale Securities, less any fees payable to J. P. Morgan pursuant to clause 3 by transfer to the Vendor's account for value (in cleared funds) against (subject to clause 3.3) delivery of the Sale Securities (together, "**Sale Proceeds**").
- 2.3. **Delivery of Sale Securities.** Vendor agrees to instruct its custodian to deliver the Sale Securities held by its custodian on its behalf to J.P. Morgan or as J.P. Morgan directs.
- 2.4. **Interest in purchased Sale Securities.** If J.P. Morgan is required to or does purchase any Sale Securities, the Vendor specifically consents and acknowledges that J.P. Morgan will be acting as principal and not as agent in relation to its purchase of the Sale Securities.
- 2.5. **Obligations cease.** Subject to clause 9.3, the Parties' obligations under this Agreement cease on payment of the Sale Proceeds to the Vendor in accordance with clause 2.2.

## **3. Fees and costs**

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- 3.1. In consideration of performing its obligations under this Agreement, J.P. Morgan shall be entitled to such fees as agreed between J.P. Morgan and the Vendor.
- 3.2. The Parties must each bear their own legal costs (if any) and their other out-of-pocket expenses (if any) in connection with this agreement and the transactions contemplated by it.

## **4. Representations, warranties and undertakings**

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- 4.1. **Representations, warranties and undertakings of the Vendor.** The Vendor represents, warrants and undertakes to J.P. Morgan that as at the date of this Agreement and at all times until and including the Settlement Date, each of the following statements is true and accurate and not misleading in any way and undertakes to J.P. Morgan that:

- (a) **(body corporate)** the Vendor is a body corporate validly existing and duly established under the laws of its place of incorporation;
- (b) **(capacity and authority)** the Vendor has the full legal capacity, corporate authority and power to enter into this Agreement and carry out the transactions contemplated by this Agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or be offered for purchase the Sale Securities, or any of them;
- (c) **(agreement effective)** this Agreement constitutes the Vendor's legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (d) **(control)** the Vendor does not control the Company and has received independent legal advice in this regard. In this clause (d) "control" has the meaning given in section 50AA of the Corporations Act;
- (e) **(ownership)** the Vendor is the registered holder and sole legal and beneficial owner of the Sale Securities;
- (f) **(no encumbrances)** the Vendor will transfer, in accordance with the terms of this Agreement, the full legal and beneficial ownership of the Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to the registration of the transferee(s) in the register of shareholders of the Company;
- (g) **(ranking of Sale Securities)** the Sale Securities rank equally with all other ordinary shares in the Company including their entitlement to dividends;
- (h) **(quotation of Sale Securities)** the Sale Securities are quoted on the financial market operated by the ASX;
- (i) **(compliance with constitution, laws, rules, regulations and agreements)** in relation to the Sale and the performance of its obligations under this Agreement, the Vendor has complied with and will comply with the Company's constitution, its constitution, all applicable obligations under the Corporations Act, the ASX Listing Rules, FATA, any legally binding requirement of ASIC or ASX and all other applicable laws, rules and regulations and any agreements or instruments binding on it;
- (j) **(inside information)** at the time of execution of this Agreement by the Vendor, the Vendor does not possess any "inside information" (as that term is defined in section 1042A of the Corporations Act) in relation to the Company or the Sale Securities, except information relating to the Sale, and the Sale will not result in a contravention by the Vendor (or its Affiliates) of Division 3 of Part 7.10 of the Corporations Act;
- (k) **(with respect to US securities law):**
  - (i) **(no directed selling efforts in the United States)** with respect to shares sold in reliance on Regulation S, neither the Vendor nor any of its Affiliates or any person acting on behalf of any of them (other than J.P. Morgan or its Affiliates or any person acting on behalf of any of them, as to whom the Vendor makes no representation) has engaged or will engage in any "directed selling efforts" (as defined in Regulation S);
  - (ii) **(no stabilisation or manipulation)** none of the Vendor or any of its Affiliates, or any person acting on behalf of any of them (other than J.P. Morgan or its Affiliates or any person acting on behalf of any of them, as to whom the Vendor makes no representation), has taken or will

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take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilization or manipulation of the price of the securities of the Company in violation of any applicable law;

- (m) **(compliance with sanctions)** as at the date of this Agreement the Vendor nor, to the knowledge of the Vendor, any Related Person, is currently the subject of any Sanctions. The Vendor undertakes not to use the Sale Proceeds for business activities that are subject to sanctions, or embargos (including restrictions relating thereto) imposed or supervised by the United States Treasury Department's Office of Foreign Assets Control or the European Union ("**Sanctions**"). This includes in particular (but without limitation) prohibited business activities involving persons named on any sanctions lists issued by any of the above-mentioned bodies.
- (n) **(notification of breach)** the Vendor will, as soon as the Vendor becomes aware, promptly notify J.P. Morgan of any breach of any warranty, representation or undertaking given by it under this agreement, any material change affecting any of these warranties, representations or undertakings, or any of these warranties and representations becoming materially untrue or materially incorrect.

4.2. **Representations and warranties of J.P. Morgan.** J.P. Morgan represents and warrants to the Vendor that at the date of this Agreement and at all times until the Settlement Date, each of the following statements is true and accurate and not misleading in any way:

- (a) **(body corporate)** it is a body corporate validly existing and duly established under the laws of its place of incorporation;
- (b) **(capacity and authority)** it has the full legal capacity, corporate authority and power to enter into this Agreement and carry out the transactions contemplated by this Agreement and it has taken, or will have taken by the time required, all corporate action that is necessary to authorise entry into this Agreement and it carrying out the transactions that this Agreement contemplates;
- (c) **(agreement effective)** this Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (d) **(licences)** it holds all licences, permits and authorities necessary for it to fulfil its obligations under this Agreement and in fulfilling its obligations hereunder, has complied with the terms and conditions of the same in all material respects;
- (e) **(US offer restrictions)** it acknowledges and agrees that the offer and sale of the Sale Securities have not been, and will not be, registered under the US Securities Act and that the Sale Securities may only be offered or sold in "offshore transactions" in accordance with Regulation S;
- (f) **(no directed selling efforts in the United States)** neither it nor any of its Affiliates or any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" (as that term is defined in Regulation S);
- (g) **(breach of law)** J.P. Morgan will perform its obligations under this Agreement (and ensure in relation to the Sale, that its related bodies corporate and Affiliates act in a matter) so as to comply with all applicable laws, including applicable laws in Australia (including in particular the Corporations Act and the FATA), provided that J.P. Morgan will not be in breach of this warranty to the extent that any breach is caused or contributed to by an act or omission by the

Vendor which constitutes a breach by the Vendor of its representations, warranties and undertakings in clauses 5.1 or results from reliance by J.P. Morgan on warranties and representations contained in clause 1.5; and

- (h) **(notification of breach)** J.P. Morgan will immediately notify the Vendor of any breach of any warranty or representation given by it under this Agreement, any material change affecting any of these warranties and representations, or any of these warranties and representations becoming materially untrue or materially incorrect.
- 4.3. **Reliance.** Each party giving a representation and warranty and undertaking acknowledges that the other party has relied on the representations, warranties and undertakings given to it in this clause 4 in entering into this Agreement and will continue to rely on these representations, warranties and undertakings in performing its obligations under this Agreement. The representations, warranties and undertakings in this clause 4 continue in full force and effect notwithstanding completion of this Agreement.
- 4.4. **Disclosure to potential purchasers.** The Vendor authorises J.P. Morgan to notify potential purchasers of the Sale Securities that the Vendor has made the representations, warranties and undertakings contained in clause 4.1 of this Agreement and also authorises J.P. Morgan to disclose the identity of the Vendor to potential purchasers.
- 4.5. **Withholding.** For the purposes of subsection 14-225(1) of Schedule 1 the Taxation Administration Act 1953, by entering into this agreement the Vendor declares that, for the period beginning from the date of this agreement until, and including, the Settlement Date, that the Vendor is, and will be, an Australian resident. J.P. Morgan acknowledges and agrees that:
- (a) This clause 4.5 constitutes a declaration for the purposes of sections 14-210(3) and 14-225(1) of Schedule 1 to the Taxation Administration Act 1953, given by the Vendor to J.P. Morgan; and
- (b) In relation to the principal securities purchased by J.P. Morgan and in reliance on the declaration in this clause 4.5, J.P. Morgan will not:
- (i) withhold any amount in relation to a CGT Withholding Amount from any payments to be made to the Vendor; or
- (ii) pay a CGT Withholding Amount to the Commissioner, in connection with this agreement.

## 5. Termination

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- 5.1. If during the "**Risk Period**" (as defined in clause 5.4), the Vendor is in default of any of the terms and conditions of this Agreement or breaches any representation, warranty or undertaking given or made by it under this Agreement then J.P. Morgan may terminate its obligations under this Agreement without cost or liability to itself at any time before the expiry of the Risk Period by giving written notice to the Vendor.
- 5.2. No event listed in clause 5.1 entitles J.P. Morgan to exercise its termination rights unless, in the reasonable opinion of J.P. Morgan, it:
- (a) has, or could reasonably be expected to have, a material adverse effect on:
- (i) the willingness of persons to purchase Sale Securities; or
- (ii) the price at which securities in the same class as Sale Securities are sold on the ASX; or



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- (b) gives rise to, or could be expected to give rise to, a contravention by, or liability of, J.P. Morgan under the Corporations Act or any other applicable law.
- 5.3. Where, in accordance with clause 5.1, J.P. Morgan terminates its obligations under this Agreement:
- (a) the obligations of J.P. Morgan under this Agreement immediately end; and
  - (b) the obligations of the Vendor under this Agreement immediately end, except that any entitlements of J.P. Morgan accrued under this Agreement, including the right to be indemnified, up to the date of termination survive.
- 5.4. For the purposes of this clause, the "**Risk Period**" means the period commencing on the execution of this Agreement and ending on the earlier of 9:45am on the Trade Date and the time of the special crossing referred to in clause 2.1 or where there is more than one special crossing under clause 2.1, at the time of the special crossing relating to the last of the Sale Securities to be transferred.

## **6. Indemnity**

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- 6.1. The Vendor indemnifies J.P. Morgan and its related bodies corporate (as that term is defined in the Corporations Act) and each of their respective directors, officers, employees, agents and advisers (each an "**Indemnified Person**") and will keep each Indemnified Person indemnified from all losses, costs, damages, liabilities, claims, actions, demands and expenses (including reasonable legal expenses) ("**Losses**") to the extent such Losses are sustained or incurred by an Indemnified Person as a result of a breach by the Vendor of this Agreement (including any breach of any of the representations or warranties given by it in this Agreement).
- 6.2. The indemnity in the preceding clause does not extend to and is not to be taken as an indemnity against any Losses of an Indemnified Person to the extent to which any Loss is finally determined by a court of competent jurisdiction:
- (a) to have resulted directly from:
    - (i) the fraud, recklessness, wilful default or negligence of or by any Indemnified Person;
    - (ii) any penalty or fine which an Indemnified Person is required to pay for any contravention of any law except to the extent such contravention is caused by the Vendor or its directors, officers, employees or representatives; or
  - (b) to be an amount in respect of which the indemnity would be illegal, void or unenforceable under any applicable law,

and provided further that the indemnity in clause 6.1 does not extend to and will not be deemed to be an indemnity against any Losses suffered by an Indemnified Person to the extent that the Losses relate to any amount the Indemnified Person must pay under clause 1.1(b), including any Losses on resale of the Shortfall Securities.

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- 6.3. The Vendor agrees that, except to the extent that the Losses are incurred as a result of any of the matters listed in clause 6.2, no claim may be made against any Indemnified Person and the Vendor unconditionally and irrevocably releases and discharges each Indemnified Person from any Claim that may be made by it to recover from the Indemnified Person any Losses suffered or incurred by the Vendor arising directly or indirectly as a result of or in connection with the participation of that Indemnified Person in the Sale. The Vendor further agrees that no claim may be made by it against any officer, employee, adviser or agent of J.P. Morgan or any officer, employee, adviser or agent of a Related Body Corporate of J.P. Morgan (together, the "**Released Parties**"), and the Vendor unconditionally and irrevocably releases and discharges each Released Party from any claim that may be made by them, to recover from any Released Party any Loss incurred or sustained by the Vendor arising directly or indirectly as a result of the participation of that Released Party in the Sale.
- 6.4. Each of the Vendor and J.P. Morgan must not settle any action, demand or claim to which the indemnity in clause 6.1 relates without the prior written consent of the Vendor, or J.P. Morgan (as applicable), such consent not to be unreasonably withheld.
- 6.5. Subject to clause 6.6, the parties agree that if for any reason the indemnity in clause 6.1 is unavailable or insufficient to hold harmless any Indemnified Party against any Losses against which the Indemnified Party is stated to be indemnified (other than expressly excluded), the respective proportional contribution of the Vendor and the Indemnified Party or the Indemnified Party in relation to the relevant Losses will be as agreed, or failing agreement as determined by a court of competent jurisdiction having regard to the participation in, instigation of or other involvement of the Vendor and the Indemnified Party or the Indemnified Parties in the act complained of, having particular regard to the relative intent, knowledge, access to information and opportunity to correct any untrue statement or omission.
- 6.6. The Vendor agrees with each of the Indemnified Parties that in no event will J.P. Morgan be required to contribute under clause 6.5 any Losses, in aggregate, in an amount that exceeds the aggregate of the fees paid to J.P. Morgan under this agreement.
- 6.7. If an Indemnified Party pays an amount in relation to Losses where it is entitled to contribution from the Vendor under clause 6.5, the Vendor agrees promptly to reimburse the Indemnified Party for that amount.
- 6.8. The indemnity in clause 6.1 is a continuing obligation, separate and independent from the other obligations of the parties under this Agreement and survives termination or completion of this Agreement.
- 6.9. The Vendor agrees that J.P. Morgan holds the benefits of clause 6 for itself and on trust for each of the Indemnified Persons.

## **7. Announcements**

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- 7.1. The Vendor and J.P. Morgan will consult each other in respect of any material public releases by any of them concerning the Sale. The prior written mutual consent of J.P. Morgan and the Vendor must be obtained prior to either party making any release or announcement or engaging in publicity in relation to the Sale and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction.

- 7.2. For the avoidance of doubt, the Vendor acknowledges that J.P. Morgan may, after completion of the special crossing(s) on the Trade Date under clause 2.1, describe or refer to its involvement in the Sale in any pitch, case study, presentation or other similar marketing materials which J.P. Morgan uses as part of its ordinary course investment banking and/or capital markets business, provided that the content is public or otherwise free from restrictions as to its use.

## **8. Confidentiality**

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- 8.1. Each party agrees to keep the terms and subject matter of this Agreement confidential for a period of 12 months after the date of this Agreement, except:
- (a) where disclosure is required by applicable law, a legal or regulatory authority or the ASX Listing Rules;
  - (b) where disclosure is made to an Affiliate of the party or an adviser or to a person who must have access to the information for the purposes of the Agreement, on the basis that the, Affiliate, adviser or other person keeps the information confidential; and
  - (c) where disclosure is reasonably necessary in connection with any actual or potential claim or investigation or judicial or administrative process involving that party in relation to the Sale.

## **9. Miscellaneous**

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- 9.1. **Entire agreement.** This Agreement, account opening and client documentation completed by the Vendor, any separate agreement relating to fees and J.P. Morgan's Terms of Business as provided to the Vendor ("Terms"), constitute the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter. To the extent of any inconsistency between the terms of this agreement and the Terms, this agreement prevails.
- 9.2. **Jurisdiction.** The laws of the state of New South Wales govern this Agreement. Each party agrees to submit to the non-exclusive jurisdiction of the courts of that State, and waives any right to claim that those courts are an inconvenient forum.
- 9.3. **Continuing obligations.** Each warranty, representation, undertaking and indemnity made in this Agreement is a continuing obligation which continues in full force after the date of the cessation of this Agreement.
- 9.4. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- 9.5. **Waiver and variation.** A provision of or right vested under this Agreement may not be:
- (a) waived except in writing signed by the party granting the waiver; or
  - (b) varied except in writing signed by the parties.
- 9.6. **No merger.** The rights and obligations of the parties will not merge on the termination or expiration of this Agreement. Any provision of this Agreement remaining to be performed or observed by a party (such as any indemnity), or having effect after the termination of this Agreement for whatever reason (such as any representation or warranty or undertaking) remains in full force and effect and is binding on that party.

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- 9.7. **No assignment.** The Vendor must not assign its rights or obligations under this Agreement without the prior written consent of the J.P. Morgan.
- 9.8. **Conflict of interest.** A party's rights and remedies under this Agreement may be exercised even if this involves a conflict of duty or the party has a personal interest in their exercise.
- 9.9. **Remedies cumulative.** The rights and remedies of a party provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement
- 9.10. **Notices.** Any notice, approval, consent, agreement, waiver or other communication in connection with this Agreement must be in writing and sent to a party at the address for that party set out in this Agreement, marked for the attention of any individual signing this Agreement on behalf of that party.
- 9.11. **Interpretation.** In this Agreement:
- (a) headings and sub-headings are for convenience only and do not affect interpretation;
  - (b) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
  - (c) a reference to "dollars" and "\$" is to Australian currency;
  - (d) a reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, jointly and severally; and
  - (e) all references to time are to Sydney, New South Wales, Australia time.
- 9.12. **Definitions.** In this Agreement:
- (a) "**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.
  - (b) "**ASIC**" means the Australian Securities and Investments Commission.
  - (c) "**ASX**" means ASX Limited and also, as the context requires, the securities market operated by ASX.
  - (d) "**Business Day**" means a day on which:
    - i. ASX is open for trading in securities; and
    - ii. banks are open for general banking business in Sydney, Australia.
  - (e) "**CGT Withholding Amount**" means amounts, if any, determined under section 14-200(3) of Schedule 1 to the Taxation Administration Act 1953 which may be payable to the Commissioner (as defined under the Taxation Administration Act 1953) under section 14-200(1) of Schedule 1 to the Taxation Administration Act 1953.
  - (f) "**Holding Company**" means, in relation to a person, any other person in respect of which it is a Subsidiary.

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- (g) **"Related Person"** means with respect to any person, such person's Affiliates and the partners, directors, officers and employees of such person.
- (h) **"Subsidiary"** of a company or corporation means a company or corporation:
- i. which is controlled, directly or indirectly, by the first-mentioned company or corporation;
  - ii. more than half the issued voting share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or
  - iii. which is a subsidiary of another subsidiary of the first-mentioned company or corporation,

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation has the right to direct its affairs and/or to control the composition of its board of directors or equivalent body.


- 9.13. **Counterparts.** This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement. A party may sign this Agreement or any counterpart by facsimile or PDF, and the facsimile or PDF shall be accepted as an original.
- 9.14. **No fiduciary relationship.** The parties acknowledge and agree that (A) this Agreement and the performance of this Agreement, (B) any prior relationship between the parties, or (C) any services provided or representations made by J.P. Morgan to the Vendor in connection with the Sale or otherwise prior to the date of this Agreement, do not represent or imply any fiduciary relationship or any other category of commercial relationship recognised at law or in equity as giving rise to forms of specific rights and obligations, except the contractual rights expressly set out in this Agreement. In providing the services under this Agreement, J.P. Morgan will be acting solely pursuant to a contractual relationship with the Vendor on an arm's length basis and will not be acting as fiduciary to the Vendor or any other person. By entering into this Agreement the Vendor will be deemed to have provided its informed consent to the exclusion of any such fiduciary relationship or duty.
- 9.15. **Investment banking activities.** The Vendor acknowledges that J.P. Morgan and its related bodies corporate and Affiliates ("**J.P. Morgan Group**") comprises a full service securities firm and commercial bank engaged in securities trading and brokerage activities, as well as providing investment banking, asset management, financing, and financial advisory services and other commercial and investment banking products and services to a wide range of companies and individuals. In the ordinary course of these activities, the J.P. Morgan Group and J.P. Morgan Group employees and officers may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities or senior loans or other financial products of the Vendor, the Company or any other party that may be involved in the Sale and the Vendor hereby consents to the J.P. Morgan Group and J.P. Morgan Group employees and officers undertaking such activities (A) without regard to the relationship with the Vendor established by this Agreement, and (B) regardless of any conflict of interest (whether actual, perceived or potential) that may arise as a result of such activity.
- 9.16. **GST.** The Vendor must pay to J.P. Morgan any goods and services tax, value added tax or other similar tax ("**GST**") payable by J.P. Morgan or an associated entity as a result of a supply made by J.P. Morgan under or in connection with this Agreement. Any fee or other consideration for supplies made under or in connection with this Agreement are agreed to be exclusive of GST unless expressly provided to be inclusive of GST. J.P. Morgan must provide to the Vendor a valid tax invoice as a precondition to payment and any amount payable under this clause must be paid with 7 days of receipt of the tax invoice.

Yours sincerely

**Signed on 25 February 2019**

**for J.P. Morgan Securities Australia Limited**

under power of attorney in the presence of:

  
\_\_\_\_\_

Signature of Attorney

WILL NOURIO  
\_\_\_\_\_

Name (please print)

  
\_\_\_\_\_

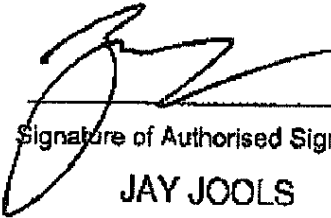
Signature of Witness

SIMONE HASLINGER  
\_\_\_\_\_

Name (please print)

**Accepted for and on behalf of Glencore Australia Holdings Pty Ltd:**

Signed on 25/2/19



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Signature of Authorised Signatory

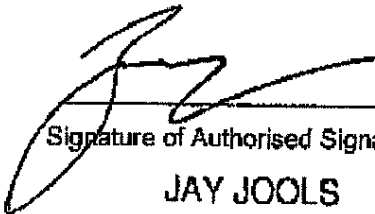
**JAY JOOLS**

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Name of Authorised Signatory

**Accepted for and on behalf of Singpac Investment Holding Pte. Ltd Ltd:**

Signed on 25/2/19



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Signature of Authorised Signatory

**JAY JOOLS**

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Name of Authorised Signatory

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**SCHEDULE 1****Timetable**

<b>Event</b>	<b>Date</b>
<b>Clause 2.1: Trade Date</b>	<b>26 February 2019 (T)</b>
<b>Clause 2.1: Settlement Date</b>	<b>28 February 2019 (T+2)</b>