

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Red Hawk Mining Limited (RHK)

ACN/ARSN ACN 091 118 044

1. Details of substantial holder (1)

Name Fortescue Ltd (**FMG**), FMG Pilbara Pty Ltd (**FMG Pilbara**) and each of the entities referred to in Annexure A (**FMG Group Entities**) and Tattarang Pty Ltd ACN 055 961 361 atf the Peepingee Trust (**Tattarang**)

ACN/ARSN (if applicable) Refer to Annexure A

The holder became a substantial holder on 26 January 2025

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares in RHK (Shares)	39,942,314	39,942,314	19.99%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
FMG Pilbara	Relevant interest under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act) pursuant to the Call Option Deed between FMG Pilbara and OCJ Investment (Australia) Pty Ltd dated 26 January 2025 in respect of 9,970,593 Shares (a copy of which is attached as Annexure B) and the Call Option Deed between FMG Pilbara and TIO (NZ) Limited dated 26 January 2025 in respect of 29,971,721 Shares (a copy of which is attached as Annexure C).	39,942,314 Shares
FMG	Relevant interest under section 608(3)(b) of the <i>Corporations Act</i> as it controls FMG Pilbara.	39,942,314 Shares
FMG Group Entities (excluding FMG and FMG Pilbara)	Relevant interest under section 608(3)(a) of the <i>Corporations Act</i> as they are under the common control of FMG.	39,942,314 Shares
Tattarang	Relevant interest under section 608(3)(a) of the <i>Corporations Act</i> as Tattarang has voting power of more than 20% in FMG.	39,942,314 Shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of Securities	Person entitled to be registered as holder (8)	Class and number of securities
FMG Group Entities and Tattarang	OCJ Investment (Australia) Pty Ltd	FMG Pilbara	9,970,593 Shares
FMG Group Entities and Tattarang	TIO (NZ) Limited	FMG Pilbara	29,971,721 Shares

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
FMG Group Entities and Tattarang	26 January 2025	The exercise price is \$1.05 per Share under the Call Option Deeds set out in Annexures B and C	-	39,942,314

6. Associates

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


Name and ACN/ARSN (if applicable)	Nature of association
FMG Group Entities (See Annexure A)	FMG Pilbara is an associate of FMG under section 12(2)(a) of the Corporations Act because it is a wholly owned subsidiary of FMG and is an associate of each other member of the FMG Group Entities under section 12(2)(a) of the Corporations Act because all of these entities are controlled by FMG.

7. Addresses

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

Name	Address
FMG Group Entities (See Annexure A)	Ground Floor, 256 St Georges Terrace, Perth WA 6000
Tattarang	171 – 173 Mounts Bay Road, Perth WA 6000

Signature

print name	Navdeep Kaur Gill	capacity	On behalf of each substantial holder this Form relates to
sign here		date	27/01/2025

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:

- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
- (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

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

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

Annexure A

This is Annexure A of 3 pages referred to in Form 603 (Notice of Initial Substantial Holder) signed by me and dated 27 January 2025.



Signature of **Navdeep Kaur Gill**

FMG Group Entities

1. Fortescue Ltd ACN 002 594 872
2. FMG Pilbara Pty Ltd ACN 106 943 828
3. Argentina Fortescue Future Industries S.A.
4. Argentina Fortescue S.A.U.
5. Argentina Minera S.A.
6. Australian Fortescue Future Industries Holdings Pty Ltd ACN 639 519 449
7. Australian Fortescue Future Industries Pty Ltd ACN 646 221 801
8. Belinga Joint Venture Company Limited
9. Bougainville Fortescue Limited
10. Brasil Fortescue Mineração Limitada
11. Brasil Fortescue Sustainable Industries Limitada
12. Cameroon Fortescue Future Industries Ltd
13. Canada Fortescue Future Industries Ltd
14. CD Hub Pty Ltd ACN 669 539 440
15. Chichester Metals Pty Ltd ACN 109 264 262
16. Chile Fortescue Future Industries SpA
17. Chile Fortescue SpA
18. Colombia Fortescue SAS
19. CSRP Pty Ltd ACN 146 577 737
20. Democratic Republic of Congo Fortescue Future Industries Ltd
21. Ecuador Fortescue S.A.
22. Energy Resources Fortescue Future Industries Pty Ltd ACN 657 147 987
23. FFI Ionix, Inc.
24. FFI Phoenix Hub Holdings LLC
25. FFI USA Investments Inc.
26. FGAM Holdings Inc.
27. FMG Air Pty Ltd ACN 147 336 481
28. FMG America Finance Inc.
29. FMG Ashburton Pty Ltd ACN 161 551 873
30. FMG Autonomy Pty Ltd ACN 630 728 513
31. FMG Chichester Personnel Pty Ltd ACN 165 943 126
32. FMG Clean Energy Pty Ltd ACN 638 183 329
33. FMG Colombia Operations PTE LTD
34. FMG Ecuador Operations PTE LTD
35. FMG Ecuador Tenements PTE LTD
36. FMG Exploration Pty Ltd ACN 153 445 786
37. FMG Hong Kong Shipping Ltd
38. FMG Insurance Singapore Pte Ltd
39. FMG International Exploration PTE LTD
40. FMG International Pte Ltd
41. FMG International Shipping Pte Ltd
42. FMG IOC Pty Ltd ACN 153 849 426
43. FMG Iron Bridge (Aust) Pty Ltd ACN 150 848 025
44. FMG Iron Bridge Limited
45. FMG JV Company Pty Ltd ACN 161 548 956
46. FMG Magnetite Pty Ltd ACN 125 124 405
47. FMG North Pilbara Pty Ltd ACN 125 154 243
48. FMG Nullagine Pty Ltd ACN 153 447 646
49. FMG Nyidinghu Pty Ltd ACN 162 576 678
50. FMG Personnel Pty Ltd ACN 153 846 774
51. FMG Personnel Services Pty Ltd ACN 159 057 646
52. FMG Procurement Services Pty Ltd ACN 166 797 244
53. FMG Resources (August 2006) Pty Ltd ACN 118 887 835
54. FMG Resources Pty Ltd ACN 095 546 428
55. FMG Solomon Pty Ltd ACN 128 959 179
56. FMG South America Pte Ltd
57. FMG Trading Shanghai Co., Ltd
58. FMG Training Pty Ltd ACN 158 710 395

59. Fortescue Canada Limited
60. Fortescue Capital Pty Ltd ACN 666 215 827
61. Fortescue Energy Hong Kong Investments Limited
62. Fortescue Energy Pty Ltd ACN 672 278 456
63. Fortescue Energy Ventures Limited
64. Fortescue Future Chemicals Manufacturing Ethiopia PLC
65. Fortescue Future Industries International Pty Ltd ACN 652 765 985
66. Fortescue Future Industries Kenya Ltd
67. Fortescue Future Industries Middle East Management Limited
68. Fortescue Future Industries Namibia (Proprietary) Limited
69. Fortescue Future Industries Pty Ltd ACN 625 711 373
70. Fortescue Future Industries Pty Ltd PSC (Jordan)
71. Fortescue Future Industries Scotland Limited
72. Fortescue Future Industries Technologies Pty Ltd ACN 656 350 033
73. Fortescue Future Industries United Kingdom Holdings Limited
74. Fortescue Global Asset Management LLC
75. Fortescue Green Technologies Pty Ltd ACN 656 732 311
76. Fortescue Hydrogen Systems Australia Pty Ltd ACN 656 355 921
77. Fortescue Hydrogen Technology (Hefei) Limited
78. Fortescue International Marketing Pte Ltd
79. Fortescue Metals Pty Ltd ACN 670 893 231
80. Fortescue Morocco SARL
81. Fortescue One Pty Ltd ACN 659 996 808
82. Fortescue Services Pty Ltd ACN 153 845 562
83. Fortescue Shipping Amanda Pte Ltd
84. Fortescue Shipping David Pte Ltd
85. Fortescue Shipping Grace Pte Ltd
86. Fortescue Shipping Matilda Pte Ltd
87. Fortescue Shipping Nicola Pte Ltd
88. Fortescue Shipping Northern Spirit Pte Ltd
89. Fortescue Shipping Singapore Pte Ltd
90. Fortescue Shipping Sophia Pte Ltd
91. Fortescue Shipping Sydney Pte Ltd
92. Fortescue UK Services Limited
93. Fortescue WAE Pty Ltd ACN 656 734 388
94. Fortescue Zero Limited
95. Gibson Island FFI Holdings Pty Ltd ACN 670 523 494
96. Gibson Island H₂ Pty Ltd ACN 657 147 996
97. Gibson Island NH₃ Pty Ltd ACN 670 524 553
98. Gladstone H₂ Pty Ltd ACN 652 232 678
99. Greenland Fortescue A/S
100. Holmaneset H₂ AS
101. IB Operations Pty Ltd ACN 165 513 557
102. International Bulk Ports Pty Ltd ACN 120 560 849
103. IRBR Pty Ltd ACN 644 553 819
104. Ivindo Iron SA
105. Karribi Developments Pty Ltd ACN 120 560 830
106. Kazakhstan Fortescue LLP
107. Kazakhstan Fortescue Future Industries Limited
108. Kazakhstan Fortescue Operations LLP
109. Masters Way Homes Pty Ltd ACN 127 368 076
110. MIH₂ Pty Ltd ACN 648 883 416
111. MIH₂ USA People, Inc.
112. MIH₂ USA, LLC
113. Mula Hemnes H₂ AS
114. Nascent Exploration Pty Ltd ACN 636 036 774
115. Net Zero Holdings Pty Ltd ACN 649 001 632
116. Netherlands Fortescue Future Industries Holdings B.V.
117. New Zealand Fortescue Future Industries Limited
118. Norway Fortescue Future Industries Holdings AS
119. Papua New Guinea Fortescue Future Industries Ltd
120. Peru Fortescue SAC
121. Phoenix Hydrogen Hub LLC
122. Pilbara Energy (Generation) Pty Ltd ACN 631 303 305
123. Pilbara Energy Company Pty Ltd ACN 624 732 878
124. Pilbara Gas Pipeline Pty Ltd ACN 163 526 207
125. Pilbara Green Energy Company Pty Ltd ACN 666 222 439
126. Pilbara Housing Services Pty Ltd ACN 131 823 115
127. Pilbara Iron Ore Pty Ltd ACN 100 410 295
128. Pilbara Marine Pty Ltd ACN 100 871 609
129. Pilbara Mining Alliance Pty Ltd ACN 120 024 946
130. Pilbara Power Pty Ltd ACN 150 739 978
131. Pilbara Water and Power Pty Ltd ACN 157 870 829
132. Portugal Fortescue Unipessoal LDA

133.Prairie Renewable Energy Farm Pty Ltd ACN 660 745 282
134.PSV Leveque Pte Ltd
135.PT Indonesia Fortescue Infrastructure
136.PT Indonesia Papua Fortescue Future Industries
137.RZ Net Pty Ltd ACN 664 073 698
138.South Africa Fortescue Future Industries (Pty) Ltd
139.Southern Cross Wind Pty Ltd ACN 663 720 929
140.SS IB Pty Ltd ACN 166 301 588
141.Tasmania H2 Pty Ltd ACN 652 232 687
142.The Pilbara Infrastructure Pty Ltd ACN 103 096 340
143.Toowong Process Pty Ltd ACN 601 338 943
144.USA Fortescue Battery Holdings LLC
145.USA Fortescue Energy Development LLC
146.USA Fortescue Energy Holdings LLC
147.USA Fortescue Facilities LLC
148.USA Fortescue Future Industries LLC
149.USA Fortescue Holdings Inc.
150.USA Fortescue Hydrogen Systems Holdings LLC
151.USA Fortescue IP, Inc.
152.USA Fortescue Manufacturing Systems Holdings LLC
153.USA Fortescue MIH2 Holdings LLC
154.USA Fortescue Piquette LLC
155.Viridi S.A.
156.VTEC Services Pty Ltd ACN 159 058 303
157.W Hub Pty Ltd ACN 644 553 800
158.WAE Joint Ventures Limited
159.WAE Technologies Australia Pty Ltd ACN 666 915 975
160.WAE Technologies Deutschland GmbH
161.WAE Technologies US LLC
162.Fortescue UK Investment Management Limited
163.Wongalee Renewable Energy Farm Pty Ltd ACN 660 745 255
164.Zambia Fortescue Limited

Annexure B

This is Annexure B of 18 pages referred to in Form 603 (Notice of Initial Substantial Holder) signed by me and dated 27 January 2025.



Signature of **Navdeep Kaur Gill**

Thomson Geer

Lawyers

Level 29, Central Park Tower
152-158 St Georges Terrace
Perth WA 6000 Australia

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Call Option Deed

between

FMG Pilbara Pty Ltd (ACN 106 943 828)
(Bidder)

and

OCJ Investment (Australia) Pty Ltd (ACN 123 064 862)
(Major Shareholder)

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This deed is made on

26 January 2025

Between **FMG Pilbara Pty Ltd ACN 106 943 828** of [REDACTED]
[REDACTED] (Bidder)
and **OCJ Investment (Australia) Pty Ltd (ACN 123 064 862)** of [REDACTED]
[REDACTED] (Major Shareholder).

Recitals

- A The Bidder intends to submit a proposal to the Red Hawk Board for the Bidder to acquire all of the Red Hawk Shares by way of the Red Hawk Takeover Bid.
- B The Major Shareholder is the legal and beneficial owner of the Option Shares.
- C The Major Shareholder has agreed to grant the Bidder the Call Option to acquire any or all of the Option Shares on the terms and conditions of this Deed.

Now it is covenanted and agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Acquired Shares has the meaning given in clause 3.1(a)(i).

Adviser means any person who is engaged to provide professional advice of any type (including legal, accounting, consulting or financial advice) to the Bidder and/or the Major Shareholder.

Associate has the meaning given to that term in section 12 of the Corporations Act.

ASX means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

Business Day means:

- (a) for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b) for any other purposes, a day on which the banks are open for business in Perth, Western Australia, other than (i) a Saturday, Sunday or public holiday in Perth, Western Australia, and (ii) any other day that the ASX declares is not a business day.

Call Option has the meaning given in clause 2.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Competing Transaction means an offer, proposal, transaction or arrangement (whether by way of stock purchase, tender offer, exchange offer, merger, consolidation, share exchange, business combination, joint venture, reorganisation, recapitalisation, takeover bid, scheme of arrangement, capital reduction, buy back, sale, lease or assignment of assets, sale or issue of securities, reverse takeover bid, dual listed company structure (or other synthetic merger), deed

of company arrangement, debt for equity arrangement or otherwise, or a series of any of the foregoing (other than the Red Hawk Takeover Bid) which, if completed, would mean:

- (a) a person (other than the Bidder or its Related Bodies Corporate), whether alone or together with its Associates, would:
 - (i) directly or indirectly acquire a Relevant Interest in or become the holder of 10% or more of the Red Hawk Shares (other than as custodian, nominee or bare trustee); or
 - (ii) acquire control of Red Hawk, within the meaning of section 50AA of the Corporations Act; or
 - (iii) directly or indirectly acquire, obtain a right to acquire, or otherwise obtain an interest in (including through any license arrangement) all or substantially all of the consolidated assets of the Red Hawk Group, or
- (b) the Bidder would be required to abandon, or otherwise fail to proceed with, the Red Hawk Takeover Bid.

Completion means completion of the Sale.

Completion Date means the date that is 2 Business Days after receipt of an Exercise Notice by the Major Shareholder in accordance with this Deed.

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

Deal means to:

- (a) sell, offer for sale, transfer, assign or otherwise part with possession or deal with; or
- (b) grant or allow to exist any new Third Party Interest or other right (including via any synthetic arrangement),

or to agree to do any of those things.

Deed means this deed and includes any schedules or annexures to it.

Excess Shares means the Major Shareholder Shares, other than the Option Shares, managed or held by or on behalf of the Major Shareholder.

Encumbrance means any mortgage, fixed or floating charge, pledge, lien, option, right to acquire, right of pre-emption, assignment by way of security, trust arrangement for the purpose of providing security, retention arrangement or other third party right or interest of any kind and any agreement to create any of the foregoing.

Exercise Date means the date the Bidder delivers an Exercise Notice to the Major Shareholder in accordance with clause 3.

Exercise Notice has the meaning given in clause 3.1(a).

Governmental Agency means a government or a governmental, semi-governmental, statutory or judicial entity or authority or any minister, department, office or delegate of any government, whether in Australia or elsewhere. It also includes a self-regulatory organisation established under statute or a stock exchange.

Immediately Available Funds means payment by electronic funds transfer into the Major Shareholder Bank Account.

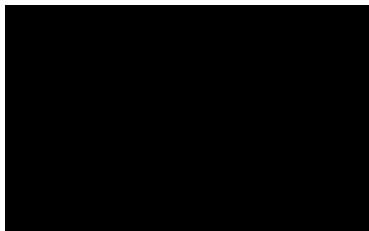
Listing Rules means the official listing rules of ASX.

Major Shareholder Bank Account means:

Account Name:



Bank:
BSB:
Currency:
Account Number:
SWIFT Code:



Major Shareholder Shares means all of the Red Hawk Shares held or controlled by the Major Shareholder.

Market Participant has the meaning given in the ASX Operating Rules.

Notice has the meaning given in clause 10(a).

Offer Period means the period during which the Red Hawk Takeover Bid is capable of acceptance.

Option Consideration means \$1.05 per Acquired Share.

Option Period means the period commencing on the first day of the Offer Period and ending on the date which is 2 Business Days after the end of the Offer Period.

Option Shares means such number of Red Hawk Shares held by the Major Shareholder equal to 4.99% voting power in Red Hawk, which as at the date of this Deed is 9,970,593 Red Hawk Shares.

Party means a party to this Deed and **Parties** is a reference to both of them.

Red Hawk means Red Hawk Mining Limited (ACN 091 118 044).

Red Hawk Board means the board of directors of Red Hawk.

Red Hawk Group means Red Hawk and each of its Related Bodies Corporate.

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

Red Hawk Takeover Bid means a takeover bid for Red Hawk by the Bidder or its Related Bodies Corporate, which:

- (a) is wholly unconditional or subject to only a condition that relates to the occurrence or non-occurrence of an event referred to in sections 652C(1) or (2) of the Corporations Act (**Prescribed Occurrence Condition**); and
- (b) if it is subject to a two-tier pricing structure under which the Bidder commits to increase the consideration if the Bidder acquires a specified Relevant Interest in Red Hawk Shares within a specified period, that specified period shall not be less than 7 days after the date on which the takeover bid opens,

and, in respect of which, Bidder publicly states that:

- (c) it waives or will waive any Prescribed Occurrence Condition that is breached due to the issue of Red Hawk Shares upon exercise or conversion of options or performance rights (or similar) on issue as at the date of this Deed, or the issue of new Red Hawk Shares to Mr Steven Michael pursuant to the terms of his employment agreement; and
- (d) it will free the offers from the Prescribed Occurrence Condition by no later than the date which is 14 days after the Bidder acquires a Relevant Interest in at least 50.1% of the Red Hawk Shares, unless the Prescribed Occurrence Condition has been breached on or before that date in which case the Bidder shall within 5 Business Days of such breach publicly state (**Relevant Statement**) either that it will:
 - (i) not rely on (and will waive) such breach; or

- (ii) will rely on such breach and will cause the offers to lapse or be withdrawn by no later than 10 Business Days after the Relevant Statement.

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

Relevant Interest has the meaning given in the Corporations Act.

Relevant Person means a Party's Related Bodies Corporate, Representatives and Associates (but excludes Red Hawk, any member of the Red Hawk Group and their respective Representatives).

Relevant Proportion means a fraction (expressed as a percentage) equal to the Acquired Shares divided by the Option Shares.

Representatives means, in relation to a Party:

- (a) the directors, officers, employees, contractors, or agents of that Party and its Related Bodies Corporate; and
- (b) the Advisers (including a director, officer, or employee of an Adviser) of the person and its Related Bodies Corporate but only to the extent acting in that capacity and on the instruction of that Party (or Related Bodies Corporate) in accordance with its engagement terms, in connection with the Red Hawk Takeover Bid.

Sale means the sale and transfer of the Acquired Shares from the Major Shareholder to the Bidder or its nominee (as applicable) as contemplated by clause 5.

Shareholder Call Option Deed means any deed or agreement (or similar), other than this Deed or an offer under the Red Hawk Takeover Bid, to which the Bidder (and/or its Related Body Corporate) and a holder of Red Hawk Shares (and/or its Related Body Corporate) are party to, pursuant to which the Bidder (and/or its Related Body Corporate) has an option to acquire a Relevant Interest in some or all of those Red Hawk Shares (a **Shareholder Call Option**).

Third Party means a person other than a Party.

Third Party Interest means any:

- (a) Encumbrance;
- (b) lease, licence, option, voting arrangement, notation or restriction;
- (c) interest under any agreement, equity or trust; easement, restrictive covenant, caveat or similar restriction over property; or
- (d) other right, entitlement or interest of any nature,

in favour of or held by a Third Party.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) a reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this Deed and references to this Deed include any recital, schedule or annexure;

- (iv) any contract (including this Deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
- (v) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (vi) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
- (vii) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
- (viii) a group of persons is a reference to any two or more of them taken together and to each of them individually;
- (ix) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
- (x) time is a reference to legal time in Perth, Western Australia;
- (xi) a reference to a day or a month means a calendar day or calendar month; and
- (xii) money (including '\$', 'AUD' or 'dollars') is to Australian currency;
- (b) unless expressly stated, no Party enters into this Deed as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) the words 'costs' and 'expenses' include reasonable charges, expenses and legal costs on a full indemnity basis;
- (e) headings and the table of contents are for convenience only and do not form part of this Deed or affect its interpretation;
- (f) if a period of time is specified and dates from or before a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (g) the time between two days, acts or events includes the day of occurrence or performance of the second but not the first day act or event;
- (h) if the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day;
- (i) where there are two or more persons in a Party each are bound jointly and severally; and
- (j) a provision of this Deed must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Deed or the inclusion of the provision in this Deed.

2 Grant of Call Option

- (a) The Major Shareholder hereby irrevocably grants the Bidder an option to purchase any or all of the Option Shares at the Option Consideration on the terms and conditions set out in this Deed (**Call Option**).
- (b) The Bidder must not enter into a Shareholder Call Option Deed:
 - (i) that is at a price for Red Hawk Shares that is more favourable to the relevant holder of the Red Hawk Shares (and/or their Related Body Corporate) than Option Consideration which applies to the Major Shareholder under this Deed; or
 - (ii) that is otherwise on terms materially more favourable to the relevant holder of the Red Hawk Shares (and/or their Related Body Corporate) than the terms of this Deed as they apply to the Major Shareholder.

3 Exercise of Call Option

3.1 Exercise

- (a) Subject to clause 3.2, the Bidder may exercise the Call Option at any time during the Option Period by written notice to the Major Shareholder stating:
 - (i) the number of Option Shares the Bidder is exercising its Call Option over (**Acquired Shares**); and
 - (ii) to the extent the Bidder wishes to nominate one of its Related Body Corporates to receive the transfer of the Acquired Shares instead of the Bidder under the Sale, the details of its nominee entity,

(**Exercise Notice**).
- (b) The Call Option may be exercised by the Bidder in respect of any or all of the Option Shares.
- (c) The Call Option can only be exercised by the Bidder once and, if the number of Acquired Shares is less than the number of Option Shares (such difference expressed as a positive number of shares being the **Remaining Shares**), the Remaining Shares shall (i) be deemed to be Excess Shares (and shall no longer be Option Shares) for the purposes of this Deed and (ii) not be capable of being acquired under this Deed.

3.2 Exercise Condition

- (a) Provided that the condition in clause 3.2(b) has been satisfied, the Call Option is exercisable by the Bidder during the Option Period from the earlier of:
 - (i) the announcement of a Competing Transaction (whether at that time or at any future time, including without limitation upon the satisfaction of any conditions); and
 - (ii) the date which is nine (9) days before the end of the Offer Period as at the date of service of the Exercise Notice.
- (b) The Call Option is only exercisable if the Bidder simultaneously exercises each other Shareholder Call Option(s) in respect of the Relevant Proportion of the Red Hawk Shares that are the subject of that other Shareholder Call Option Deed(s) other than if those Red Hawk Shares the subject of that other shareholder Call Option Deed(s) have been accepted into the Red Hawk Takeover Bid.

3.3 Effect of Call Option

Provided that the Call Option is exercised in accordance with this clause 3, the Bidder and the Major Shareholder are immediately bound to proceed with the Sale in accordance with clause 5.

3.4 Dividends and distributions

Up to the date on which the Bidder or its nominee (as applicable) becomes the registered legal holder of the Acquired Shares, the Major Shareholder will be entitled to all rights, dividends and other distributions declared or paid in respect of the Acquired Shares. If a dividend or distribution is declared but not paid to the Major Shareholder up to the date on which the Bidder or its nominee (as applicable) becomes the registered legal holder of the Acquired Shares, then the Bidder or its nominee (as applicable) must promptly and in any event within 15 Business Days account to the Major Shareholder for the full value, after deducting any net tax payable by the Bidder or its nominee (as applicable) in respect of such dividends or distributions (as applicable) (subject to allowing for any tax benefits arising to the Bidder or its nominee (as applicable) in respect of such dividends or distributions) of any such dividend or distribution, to the extent such dividend or distribution is actually received by the Bidder or its nominee (as applicable).

4 Lapse of Call Option

The Call Option lapses immediately and will be of no further force and effect, and (without prejudice to any accrued rights or obligations of either Party) there will be no continuing rights or obligations of either Party in respect of the Call Option, at the earlier of:

- (a) the end of the Option Period if the Call Option has not been exercised by the Bidder; or
- (b) the date this Deed is terminated in accordance with clause 8.

5 Completion

- (a) Subject to clause 4 and clause 8, if the Bidder delivers the Exercise Notice in accordance with clause 3.1, then, provided that the Call Option is otherwise exercised in accordance with clause 3, Completion must occur in accordance with this clause 5.
- (b) Completion must occur on the Completion Date at the time and place (being a place in Perth, Western Australia) specified in the Exercise Notice or any other time and place as agreed between the Parties.
- (c) The Acquired Shares must be sold from the Major Shareholder to the Bidder or its nominee, free and clear from all Encumbrances, and the Major Shareholder must deliver to the Bidder evidence reasonably satisfactory to the Bidder of the full discharge of any Encumbrances existing over the Acquired Shares prior to the Completion Date.
- (d) On Completion:
 - (i) the Major Shareholder must execute and deliver all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Acquired Shares passes from the Major Shareholder to the Bidder or its nominee if one is specified in the Exercise Notice (as applicable) and either:
 - (A) if the Acquired Shares are held on CHESS, instruct its Market Participant to execute a "Special Crossing" for the transfer of the Acquired Shares from the Major Shareholder to the Bidder or its nominee if one is specified in the Exercise Notice (as applicable) in accordance with the ASX Operating Rules; or

- (B) if the Acquired Shares are held on the issuer sponsored sub-register of Red Hawk, provide the Bidder with a duly executed transfer of the Acquired Shares and any other document reasonably requested by the Bidder to effect or secure to the Bidder or its nominee if one is specified in the Exercise Notice (as applicable) the transfer of the Acquired Shares; and
- (ii) the Bidder must:
 - (A) if the Acquired Shares are held on CHESSE, instruct its Market Participant to execute a "Special Crossing" for the transfer of the Acquired Shares from the Major Shareholder to the Bidder or its nominee if one is specified in the Exercise Notice (as applicable) in accordance with the ASX Operating Rules and ensure its Market Participant is in funds for an amount equal to the Option Consideration; or
 - (B) if the Acquired Shares are held on the issuer sponsored sub-register of Red Hawk, pay to the Major Shareholder an amount equal to the Option Consideration multiplied by the Acquired Shares in Immediately Available Funds to the Major Shareholder Bank Account.
- (e) Each of the obligations in this clause 5 are interdependent and must take place as nearly as possible, simultaneously. If one action does not take place, then without prejudice to any rights available to any Party as a consequence:
 - (i) there is no obligation on any Party to undertake or perform any of the other actions; and
 - (ii) to the extent that such actions have already been undertaken the Parties must do everything reasonably required to reverse those actions.

6 Dealings with Option Shares

- (a) Subject to clause 9(c) and 9(d), for so long as this Deed remains in force, the Major Shareholder undertakes that it will not Deal with or otherwise part with possession of (or dispose of any interest in) the Option Shares (including any voting rights attached thereto), other than:
 - (i) in accordance with this Deed;
 - (ii) to accept the Red Hawk Takeover Bid; or
 - (iii) with the Bidder's prior written consent.

7 Warranties

7.1 Warranties by the Major Shareholder

The Major Shareholder represents and warrants to the Bidder and its nominee (as applicable) that:

- (a) as at the date of this Deed, the Exercise Date and the Completion Date:
 - (i) it has the power to execute and perform its obligations under this Deed, and has taken all necessary corporate action to authorise such execution and performance of such obligations;
 - (ii) its obligations under this Deed are legal, valid and binding obligations enforceable in accordance with its terms;

- (iii) the execution by it of this Deed does not and will not conflict with or constitute a default under any provision of:
 - (A) any agreement or instrument to which it is a party; or
 - (B) any law, order, judgment, award, injunction, decree, rule or regulation by which it is bound;
- (iv) it is the registered holder and beneficial owner of the Option Shares and the Option Shares are free of Encumbrances;
- (v) it is solvent and no resolutions have been passed nor has any other step been taken or legal action or proceedings commenced or threatened against it for its winding up or dissolution or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of its assets;
- (vi) the Option Shares have been validly issued, are fully paid and no money is owing to Red Hawk in respect of them; and
- (vii) it has received legal advice about the effect of this Deed or has had an adequate and reasonable opportunity to seek and receive legal advice about the effect of this Deed;
- (b) as at the Completion Date, the Acquired Shares will be free and clear of Encumbrances; and
- (c) on Completion, the Bidder or its nominee will acquire full legal and beneficial ownership of the Acquired Shares.

7.2 Warranties by the Bidder

The Bidder represents and warrants to the Major Shareholder as at the date of this Deed, the Exercise Date and the Completion Date in respect of itself and any nominee that:

- (a) it is a corporation validly existing under the laws of its place of incorporation;
- (b) it has the power to execute and perform its obligations under this Deed, and has taken all necessary corporate action to authorise such execution and performance of such obligation;
- (c) its obligations under this Deed are legal, valid and binding obligations enforceable in accordance with its terms;
- (d) it is solvent and no resolutions have been passed nor has any other step been taken or legal action or proceedings commenced or threatened against it for its winding up or dissolution or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of its assets; and
- (e) the execution by it of this Deed does not and will not conflict with or constitute a default under any provision of:
 - (i) its constituent documents;
 - (ii) any agreement or instrument to which it is a party; or
 - (iii) any law, order, judgment, award, injunction, decree, rule or regulation by which it is bound.

7.3 Acknowledgment

Each Party acknowledges that the other has entered into this Deed and agreed to take part in the transactions that it contemplates in reliance on the warranties made in this clause 7 by the other Party.

7.4 No merger

The representations and warranties given in this clause 7 do not merge on completion of any transfer of the Acquired Shares to the Bidder or its nominee (as applicable).

8 Termination

- (a) Unless this Deed has already been terminated in accordance with clause 8(b), this Deed will automatically terminate (unless otherwise agreed in writing by the Parties) on the earlier to occur of the following:
 - (i) the Bidder does not announce the Red Hawk Takeover Bid within fourteen days after the date of this Deed or such later date as agreed by the Parties in writing;
 - (ii) the Offer Period lapses, the Red Hawk Takeover Bid is withdrawn or the Bidder indicates that it will not waive any condition under the Red Hawk Takeover Bid that fails or becomes incapable of being achieved;
 - (iii) the Major Shareholder submits or delivers a valid and binding acceptance (whether through provision of an acceptance form, through the CHES system, via email, online or otherwise) of the Red Hawk Takeover Bid in respect of all of the Option Shares; or
 - (iv) the Bidder breaches clause 2(b) or clause 3.2(b) of this Deed.
- (b) The Bidder may terminate this Deed at any time by written notice to the Major Shareholder.
- (c) If this Deed is terminated under this clause 8 and, prior to such termination, an Exercise Notice was served on the Major Shareholder by the Bidder, Completion shall not occur.
- (d) Any termination of this Deed will not affect any accrued rights or liabilities of either Party in respect of damages for a breach of a representation or warranty or non-performance of any obligation under this Deed falling due for performance before such termination.

9 No Relevant Interest

- (a) For the avoidance of doubt and despite any other provision of this Deed, nothing in this Deed is intended to nor does it give rise to the Bidder coming to have a Relevant Interest in any shares in which the Major Shareholder has a Relevant Interest, other than the Option Shares.
- (b) For the avoidance of doubt and despite any other provision of this Deed, nothing in this Deed is intended to nor does it give rise to the Bidder and the Major Shareholder being or becoming associates in respect of Red Hawk for the purposes of section 12 of the Corporations Act.
- (c) For the avoidance of doubt and despite any other provision of this Deed, the Major Shareholder is free to dispose of or otherwise Deal with any of its Excess Shares in its absolute discretion.
- (d) For the avoidance of doubt and despite any other provision of this Deed, the Major Shareholder is free to vote any of its Major Shareholder Shares in its absolute discretion.

10 Notices

- (a) A notice, consent, approval, waiver or other communication sent by a Party under this Deed (**Notice**) must be:

- (i) in writing; and
- (ii) marked for the attention of the person named below;

and must be:

- (iii) left at, or sent by commercial courier to, the address detailed below; or
- (iv) sent by email to the address detailed below:

The Bidder:

Attention:

Address:

Email:

With a copy to:

Attention

Email

Major Shareholder:

Attention:

Address:

Email:

With a copy to:

Attention:

Email:

- (b) Subject to clause 10(c), a Notice is taken to be received:

- (i) if sent by delivery, when it is delivered;
- (ii) if sent by commercial courier, two days after dispatch (if within the same country) or on the fifth day after dispatch (if one country to another); or
- (iii) if sent by email:
 - (A) when actually received if the sender is or becomes aware that the email was actually received by the recipient; or
 - (B) two hours after the email has been sent, unless, before the expiration of that time, the sender receives an automated message that the email has not been delivered,

whichever happens first.

- (c) If a Notice is taken to be received under clause 10(b):

- (i) before 9.00am (in the location of the recipient) on a Business Day, it will be taken to be received at 9.00am (in the location of the recipient) on that Business Day; or
- (ii) after 5.00pm (in the location of the recipient) on a Business Day or on a non-Business Day, it will be taken to be received at 9:00am (in the location of the recipient) on the next Business Day.

11 Confidentiality

Each Party agrees to keep the existence and terms of this Deed confidential, except where:

- (a) the information is in the public domain (other than as a result of a breach of this Deed or of another obligation of confidentiality);
- (b) disclosure is required by applicable laws, a Governmental Agency, or the operating or listing rules of the ASX; or
- (c) disclosure is made (on a confidential basis) to an Adviser of a Party solely for the purposes of the Adviser advising that Party on this Deed and only to the extent the disclosure is reasonably necessary for the purposes of this Deed.

12 General

12.1 Legal costs

Except as expressly stated otherwise in this Deed, each Party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Deed.

12.2 Stamp Duty

The Bidder is liable for any stamp duty (including any interest, penalties or fines) on the execution and performance of this Deed and on any transaction contemplated under this Deed.

12.3 Governing law and jurisdiction

- (a) This Deed is governed by and is to be construed in accordance with the laws applicable in Western Australia.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

12.4 Severability

- (a) Subject to clause 12.4(b), if a provision of this Deed is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Deed.
- (b) Clause 12.4(a) does not apply if severing the provision:
 - (i) materially alters the:
 - (A) scope and nature of this Deed; or
 - (B) the relative commercial or financial positions of the Parties; or
 - (ii) would be contrary to public policy.

12.5 Amendment

This Deed may only be varied or replaced by a deed executed by the Parties.

12.6 Assignment

- (a) A Party must not assign its interest in this Deed without the prior written consent of the other Party.
- (b) Any purported dealing in breach of this clause is of no effect.

12.7 Counterparts and commencement

- (a) This Deed may be executed in any number of counterparts which taken together are one and the same document.
- (b) This Deed is binding on the Parties on the exchange of counterparts.
- (c) A copy of an entire signed counterpart sent by email must be treated as an original counterpart.
- (d) This Deed comes into effect upon the later of:
 - (i) the time that this Deed is executed by the Party that executes last in time; and
 - (ii) the exchange of counterparts of the Deed under clauses 12.7(a) to 12.7(c).

12.8 Entire understanding

- (a) This Deed contains the entire understanding between the Parties as to the subject matter of this Deed.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Deed are merged in and superseded by this Deed and are of no effect. No Party is liable to any other Party in respect of those matters.
- (c) No oral explanation or information provided by any Party to another:
 - (i) affects the meaning or interpretation of this Deed; or
 - (ii) constitutes any collateral agreement, warranty or understanding between either of the Parties.

Executed as a deed

Executed as a deed by **FMG Pilbara Pty Ltd**
ACN 106 943 828 in accordance with section
127 of the *Corporations Act 2001* (Cth):

[Signature of Yuen Sum Apple Paget]

Director

Yuen Sum Apple Paget

Name of Director
BLOCK LETTERS

Executed as a deed by **OCJ Investment**
(Australia) Pty Ltd ACN 123 064 862 in
accordance with section 127 of the
Corporations Act 2001 (Cth):

Director

Name of Director
BLOCK LETTERS

[Signature of Philip McKeiver]

~~*Director/*Company Secretary~~

Philip McKeiver

Name of ~~*Director/*Company Secretary~~
BLOCK LETTERS
~~*please strike out as appropriate~~

~~*Director/*Company Secretary~~

Name of ~~*Director/*Company Secretary~~
BLOCK LETTERS
~~*please strike out as appropriate~~

Executed as a deed

Executed as a deed by **FMG Pilbara Pty Ltd**
ACN 106 943 828 in accordance with section
127 of the *Corporations Act 2001* (Cth):

Director

*Director/*Company Secretary

Name of Director
BLOCK LETTERS

Name of *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Executed as a deed by **OCJ Investment**
(Australia) Pty Ltd (ACN 123 064 862) in
accordance with section 127 of the
Corporations Act 2001 (Cth):

[Signature of Chunlin Ouyang]

Director

[Signature of Amy Jiang]

~~*Director~~/*Company Secretary

CHUNLIN OUYANG

Name of Director
BLOCK LETTERS

AMY JIANG

Name of ~~*Director~~/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Annexure C

This is Annexure C of 19 pages referred to in Form 603 (Notice of Initial Substantial Holder) signed by me and dated 27 January 2025.



Signature of **Navdeep Kaur Gill**

Thomson Geer

Lawyers

Level 29, Central Park Tower
152-158 St Georges Terrace
Perth WA 6000 Australia

T +61 8 9404 9100 | F +61 8 9300 1338

Call Option Deed

between

FMG Pilbara Pty Ltd (ACN 106 943 828)
(Bidder)

and

TIO (NZ) Limited (Company No. 3744171)
(Major Shareholder)

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This deed is made on 26 January 2025

Between **FMG Pilbara Pty Ltd ACN 106 943 828** of [REDACTED]
[REDACTED] (Bidder)
and **TIO (NZ) Limited (Company No. 3744171)** of [REDACTED]
[REDACTED] (Major Shareholder).

Recitals

- A The Bidder intends to submit a proposal to the Red Hawk Board for the Bidder to acquire all of the Red Hawk Shares by way of the Red Hawk Takeover Bid.
- B The Major Shareholder is the legal and beneficial owner of the Option Shares.
- C The Major Shareholder has agreed to grant the Bidder the Call Option to acquire any or all of the Option Shares on the terms and conditions of this Deed.

Now it is covenanted and agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Acquired Shares has the meaning given in clause 3.1(a)(i).

Adviser means any person who is engaged to provide professional advice of any type (including legal, accounting, consulting or financial advice) to the Bidder and/or the Major Shareholder.

Associate has the meaning given to that term in section 12 of the Corporations Act.

ASX means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

Business Day means:

- (a) for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b) for any other purposes, a day on which the banks are open for business in Perth, Western Australia, other than (i) a Saturday, Sunday or public holiday in Perth, Western Australia, and (ii) any other day that the ASX declares is not a business day.

Call Option has the meaning given in clause 2.

CGT Withholding Amount means the amount (if any) that the Bidder is liable to pay the Commissioner of Taxation under section 14-200 of Schedule 1 to the TAA, and any Variation Notice not provided to the Bidder at least 2 Business Days before the Completion Date is to be disregarded for the purposes of determining that liability and amount.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Competing Transaction means an offer, proposal, transaction or arrangement (whether by way of stock purchase, tender offer, exchange offer, merger, consolidation, share exchange, business combination, joint venture, reorganisation, recapitalisation, takeover bid, scheme of arrangement, capital reduction, buy back, sale, lease or assignment of assets, sale or issue of securities, reverse takeover bid, dual listed company structure (or other synthetic merger), deed of company arrangement, debt for equity arrangement or otherwise, or a series of any of the foregoing (other than the Red Hawk Takeover Bid) which, if completed, would mean:

- (a) a person (other than the Bidder or its Related Bodies Corporate), whether alone or together with its Associates, would:
 - (i) directly or indirectly acquire a Relevant Interest in or become the holder of 10% or more of the Red Hawk Shares (other than as custodian, nominee or bare trustee); or
 - (ii) acquire control of Red Hawk, within the meaning of section 50AA of the Corporations Act; or
 - (iii) directly or indirectly acquire, obtain a right to acquire, or otherwise obtain an interest in (including through any license arrangement) all or substantially all of the consolidated assets of the Red Hawk Group, or
- (b) the Bidder would be required to abandon, or otherwise fail to proceed with, the Red Hawk Takeover Bid.

Completion means completion of the Sale.

Completion Date means the date that is three (3) Business Days after receipt of an Exercise Notice by the Major Shareholder in accordance with this Deed.

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

Deal means to:

- (a) sell, offer for sale, transfer, assign or otherwise part with possession or deal with; or
- (b) grant or allow to exist any new Third Party Interest or other right (including via any synthetic arrangement),

or to agree to do any of those things.

Deed means this deed and includes any schedules or annexures to it.

Excess Shares means the Major Shareholder Shares, other than the Option Shares, managed or held by or on behalf of the Major Shareholder.

Encumbrance means any mortgage, fixed or floating charge, pledge, lien, option, right to acquire, right of pre-emption, assignment by way of security, trust arrangement for the purpose of providing security, retention arrangement or other third party right or interest of any kind and any agreement to create any of the foregoing.

Exercise Date means the date the Bidder delivers an Exercise Notice to the Major Shareholder in accordance with clause 3.

Exercise Notice has the meaning given in clause 3.1(a).

Governmental Agency means a government or a governmental, semi-governmental, statutory or judicial entity or authority or any minister, department, office or delegate of any government, whether in Australia or elsewhere. It also includes a self-regulatory organisation established under statute or a stock exchange.

Immediately Available Funds means payment by electronic funds transfer into the Major Shareholder Bank Account.

Listing Rules means the official listing rules of ASX.

Major Shareholder Bank Account means a bank account notified in writing by the Major Shareholder to the Bidder.

Major Shareholder Shares means all of the Red Hawk Shares held or controlled by the Major Shareholder.

Market Participant has the meaning given in the ASX Operating Rules.

Nil Variation Notice means a Variation Notice varying the Bidder's liability under section 14-200 of Schedule 1 to the TAA to zero.

Notice has the meaning given in clause 10(a).

Offer Period means the period during which the Red Hawk Takeover Bid is capable of acceptance.

Option Consideration means \$1.05 per Acquired Share.

Option Period means the period commencing on the date of this Deed and ending on the date which is 2 Business Days after the end of the Offer Period.

Option Shares means such number of Red Hawk Shares held by the Major Shareholder equal to 15% voting power in Red Hawk as at the date of this Deed, being 29,971,721 Red Hawk Shares.

Party means a party to this Deed and **Parties** is a reference to both of them.

Red Hawk means Red Hawk Mining Limited (ACN 091 118 044).

Red Hawk Board means the board of directors of Red Hawk.

Red Hawk Group means Red Hawk and each of its Related Bodies Corporate.

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

Red Hawk Takeover Bid means a takeover bid for Red Hawk by the Bidder or its Related Bodies Corporate, which:

- (a) is wholly unconditional or subject to only a condition that relates to the occurrence or non-occurrence of an event referred to in sections 652C(1) or (2) of the Corporations Act (**Prescribed Occurrence Condition**); and
- (b) if it is subject to a two-tier pricing structure under which the Bidder commits to increase the consideration if the Bidder acquires a specified Relevant Interest in Red Hawk Shares within a specified period, that specified period shall not be less than 7 days after the date on which the takeover bid opens,

and, in respect of which, Bidder publicly states that:

- (c) it waives or will waive any Prescribed Occurrence Condition that is breached due to the issue of Red Hawk Shares upon exercise or conversion of options or performance rights (or similar) on issue as at the date of this Deed, or the issue of new Red Hawk Shares to Mr Steven Michael pursuant to the terms of his employment agreement; and
- (d) it will free the offers from the Prescribed Occurrence Condition by no later than the date which is 14 days after the Bidder acquires a Relevant Interest in at least 50.1% of the Red Hawk Shares, unless the Prescribed Occurrence Condition has been breached on or before that date in which case the Bidder shall within 5 Business Days of such breach publicly state (**Relevant Statement**) either that it will:
 - (i) not rely on (and will waive) such breach; or

- (ii) will rely on such breach and will cause the offers to lapse or be withdrawn by no later than 10 Business Days after the Relevant Statement.

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

Relevant Interest has the meaning given in the Corporations Act.

Relevant Person means a Party's Related Bodies Corporate, Representatives and Associates (but excludes Red Hawk, any member of the Red Hawk Group and their respective Representatives).

Relevant Proportion means a fraction (expressed as a percentage) equal to the Acquired Shares divided by the Option Shares.

Representatives means, in relation to a Party:

- (a) the directors, officers, employees, contractors, or agents of that Party and its Related Bodies Corporate; and
- (b) the Advisers (including a director, officer, or employee of an Adviser) of the person and its Related Bodies Corporate but only to the extent acting in that capacity and on the instruction of that Party (or Related Bodies Corporate) in accordance with its engagement terms, in connection with the Red Hawk Takeover Bid.

Sale means the sale and transfer of the Acquired Shares from the Major Shareholder to the Bidder or its nominee (as applicable) as contemplated by clause 5.

Shareholder Call Option Deed means any deed or agreement (or similar), other than this Deed or an offer under the Red Hawk Takeover Bid, to which the Bidder (and/or its Related Body Corporate) and a holder of Red Hawk Shares (and/or its Related Body Corporate) are party to, pursuant to which the Bidder (and/or its Related Body Corporate) has an option to acquire a Relevant Interest in some or all of those Red Hawk Shares (a **Shareholder Call Option**).

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

Third Party means a person other than a Party.

Third Party Interest means any:

- (a) Encumbrance;
- (b) lease, licence, option, voting arrangement, notation or restriction;
- (c) interest under any agreement, equity or trust; easement, restrictive covenant, caveat or similar restriction over property; or
- (d) other right, entitlement or interest of any nature,

in favour of or held by a Third Party.

Variation Notice means a notice issued in writing by the Commissioner of Taxation under section 14-235 of Schedule 1 to the TAA.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) a reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;

- (iii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this Deed and references to this Deed include any recital, schedule or annexure;
- (iv) any contract (including this Deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
- (v) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (vi) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
- (vii) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
- (viii) a group of persons is a reference to any two or more of them taken together and to each of them individually;
- (ix) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
- (x) time is a reference to legal time in Perth, Western Australia;
- (xi) a reference to a day or a month means a calendar day or calendar month; and
- (xii) money (including '\$', 'AUD' or 'dollars') is to Australian currency;
- (b) unless expressly stated, no Party enters into this Deed as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) the words 'costs' and 'expenses' include reasonable charges, expenses and legal costs on a full indemnity basis;
- (e) headings and the table of contents are for convenience only and do not form part of this Deed or affect its interpretation;
- (f) if a period of time is specified and dates from or before a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (g) the time between two days, acts or events includes the day of occurrence or performance of the second but not the first day act or event;
- (h) if the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day;
- (i) where there are two or more persons in a Party each are bound jointly and severally; and
- (j) a provision of this Deed must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Deed or the inclusion of the provision in this Deed.

2 Grant of Call Option

- (a) The Major Shareholder hereby irrevocably grants the Bidder an option to purchase any or all of the Option Shares at the Option Consideration on the terms and conditions set out in this Deed (**Call Option**).
- (b) The Bidder must not enter into a Shareholder Call Option Deed at a price for Red Hawk Shares, or otherwise containing material terms (excluding any foreign withholding tax provisions) which are, materially more favourable to the relevant holder of the Red Hawk Shares (and/or their Related Body Corporate) than apply to the Major Shareholder under this Deed.

3 Exercise of Call Option

3.1 Exercise

- (a) Subject to clause 3.2, the Bidder may exercise the Call Option at any time during the Option Period by written notice to the Major Shareholder stating:
 - (i) the number of Option Shares the Bidder is exercising its Call Option over (**Acquired Shares**); and
 - (ii) to the extent the Bidder wishes to nominate one of its Related Body Corporates to receive the transfer of the Acquired Shares instead of the Bidder under the Sale, the details of its nominee entity,
 (**Exercise Notice**).
- (b) The Call Option may be exercised by the Bidder in respect of any or all of the Option Shares.
- (c) The Call Option can only be exercised by the Bidder once and, if the number of Acquired Shares is less than the number of Option Shares (such difference expressed as a positive number of shares being the **Remaining Shares**), the Remaining Shares shall (i) be deemed to be Excess Shares (and shall no longer be Option Shares) for the purposes of this Deed and (ii) not be capable of being acquired under this Deed.

3.2 Exercise Condition

- (a) Provided that the condition in clause 3.2(b) has been satisfied, the Call Option is exercisable by the Bidder from the earlier of:
 - (i) the announcement of a Competing Transaction (whether at that time or at any future time, including without limitation upon the satisfaction of any conditions); and
 - (ii) the date which is nine (9) days before the end of the Offer Period as at the date of service of the Exercise Notice.
- (b) The Call Option is only exercisable if the Bidder simultaneously exercises each other Shareholder Call Option(s) in respect of the Relevant Proportion of the Red Hawk Shares that are the subject of that other Shareholder Call Option Deed(s) other than if those Red Hawk Shares the subject of that other shareholder Call Option Deed(s) have been accepted into the Red Hawk Takeover Bid.
- (c) Despite any other provision in this Deed, if the Major Shareholder submits or delivers a valid and binding acceptance (whether through provision of an acceptance form, through the CHES system, via email, online or otherwise) of the Red Hawk Takeover Bid in respect of all of the Option Shares, after the delivery of an Exercise Notice, but before Completion occurs, then Completion shall not occur and clause 8(a)(iii) shall apply.

3.3 Effect of Call Option

Provided that the Call Option is exercised in accordance with this clause 3, the Bidder and the Major Shareholder are immediately bound to proceed with the Sale in accordance with clause 5.

3.4 Dividends and distributions

Up to the date on which the Bidder or its nominee (as applicable) becomes the registered legal holder of the Acquired Shares, the Major Shareholder will be entitled to all rights, dividends and other distributions declared or paid in respect of the Acquired Shares. If a dividend or distribution is declared but not paid to the Major Shareholder up to the date on which the Bidder or its nominee (as applicable) becomes the registered legal holder of the Acquired Shares, then the Bidder or its nominee (as applicable) must promptly and in any event within 15 Business Days account to the Major Shareholder for the full value, after deducting any net tax payable by the Bidder or its nominee (as applicable) in respect of such dividends or distributions (as applicable) (subject to allowing for any tax benefits arising to the Bidder or its nominee (as applicable) in respect of such dividends or distributions) of any such dividend or distribution, to the extent such dividend or distribution is actually received by the Bidder or its nominee (as applicable).

4 Lapse of Call Option

The Call Option lapses immediately and will be of no further force and effect, and (without prejudice to any accrued rights or obligations of either Party) there will be no continuing rights or obligations of either Party in respect of the Call Option, at the end of the Option Period if the Call Option has not been exercised by the Bidder.

5 Completion

- (a) Subject to clause 4 and clause 8, if the Bidder delivers the Exercise Notice in accordance with clause 3.1, then, provided that the Call Option is otherwise exercised in accordance with clause 3, Completion must occur in accordance with this clause 5.
- (b) Completion must occur on the Completion Date at the time and place (being a place in Perth, Western Australia) specified in the Exercise Notice or any other time and place as agreed between the Parties.
- (c) The Acquired Shares must be sold from the Major Shareholder to the Bidder or its nominee, free and clear from all Encumbrances, and the Major Shareholder must deliver to the Bidder evidence reasonably satisfactory to the Bidder of the full discharge of any Encumbrances existing over the Acquired Shares prior to the Completion Date.
- (d) On Completion:
 - (i) the Major Shareholder must execute and deliver all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Acquired Shares passes from the Major Shareholder to the Bidder or its nominee if one is specified in the Exercise Notice (as applicable) and either:
 - (A) if the Acquired Shares are held on CHESS, instruct its Market Participant to execute a "Special Crossing" for the transfer of the Acquired Shares from the Major Shareholder to the Bidder or its nominee if one is specified in the Exercise Notice (as applicable) in accordance with the ASX Operating Rules; or
 - (B) if the Acquired Shares are held on the issuer sponsored sub-register of Red Hawk, provide the Bidder with a duly executed transfer of the Acquired Shares and any other document reasonably requested by

the Bidder to effect or secure to the Bidder or its nominee if one is specified in the Exercise Notice (as applicable) the transfer of the Acquired Shares; and

- (ii) the Bidder must:
 - (A) if the Acquired Shares are held on CHESS, instruct its Market Participant to execute a "Special Crossing" for the transfer of the Acquired Shares from the Major Shareholder to the Bidder or its nominee if one is specified in the Exercise Notice (as applicable) in accordance with the ASX Operating Rules and ensure its Market Participant is in funds for an amount equal to the Option Consideration; or
 - (B) if the Acquired Shares are held on the issuer sponsored sub-register of Red Hawk, pay to the Major Shareholder an amount equal to the Option Consideration multiplied by the Acquired Shares in Immediately Available Funds to the Major Shareholder Bank Account, subject only to clause 12.3.
- (e) Each of the obligations in this clause 5 are interdependent and must take place as nearly as possible, simultaneously. If one action does not take place, then without prejudice to any rights available to any Party as a consequence:
 - (i) there is no obligation on any Party to undertake or perform any of the other actions; and
 - (ii) to the extent that such actions have already been undertaken the Parties must do everything reasonably required to reverse those actions.

6 Dealings with Option Shares

- (a) Subject to clause 9(c) and 9(d), for so long as this Deed remains in force, the Major Shareholder undertakes that it will not Deal with or otherwise part with possession of (or dispose of any interest in) the Option Shares (including any voting rights attached thereto), other than:
 - (i) in accordance with this Deed;
 - (ii) to accept the Red Hawk Takeover Bid; or
 - (iii) with the Bidder's prior written consent.

7 Warranties

7.1 Warranties by the Major Shareholder

The Major Shareholder represents and warrants to the Bidder and its nominee (as applicable) that:

- (a) as at the date of this Deed, the Exercise Date and the Completion Date:
 - (i) it has the power to execute and perform its obligations under this Deed, and has taken all necessary corporate action to authorise such execution and performance of such obligations;
 - (ii) its obligations under this Deed are legal, valid and binding obligations enforceable in accordance with its terms;
 - (iii) the execution by it of this Deed does not and will not conflict with or constitute a default under any provision of:

- (A) any agreement or instrument to which it is a party; or
- (B) any law, order, judgment, award, injunction, decree, rule or regulation by which it is bound;
- (iv) it is the registered holder and beneficial owner of the Option Shares and the Option Shares are free of Encumbrances;
- (v) it is solvent and no resolutions have been passed nor has any other step been taken or legal action or proceedings commenced or threatened against it for its winding up or dissolution or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of its assets;
- (vi) the Option Shares have been validly issued, are fully paid and no money is owing to Red Hawk in respect of them; and
- (vii) it has received legal advice about the effect of this Deed or has had an adequate and reasonably opportunity to seek and receive legal advice about the effect of this Deed;
- (b) as at the Completion Date, the Acquired Shares will be free and clear of Encumbrances; and
- (c) on Completion, the Bidder or its nominee will acquire full legal and beneficial ownership of the Acquired Shares.

7.2 Warranties by the Bidder

The Bidder represents and warrants to the Major Shareholder as at the date of this Deed, the Exercise Date and the Completion Date in respect of itself and any nominee that:

- (a) it is a corporation validly existing under the laws of its place of incorporation;
- (b) it has the power to execute and perform its obligations under this Deed, and has taken all necessary corporate action to authorise such execution and performance of such obligation;
- (c) its obligations under this Deed are legal, valid and binding obligations enforceable in accordance with its terms;
- (d) it is solvent and no resolutions have been passed nor has any other step been taken or legal action or proceedings commenced or threatened against it for its winding up or dissolution or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of its assets; and
- (e) the execution by it of this Deed does not and will not conflict with or constitute a default under any provision of:
 - (i) its constituent documents;
 - (ii) any agreement or instrument to which it is a party; or
 - (iii) any law, order, judgment, award, injunction, decree, rule or regulation by which it is bound.

7.3 Acknowledgment

Each Party acknowledges that the other has entered into this Deed and agreed to take part in the transactions that it contemplates in reliance on the warranties made in this clause 7 by the other Party.

7.4 No merger

The representations and warranties given in this clause 7 do not merge on completion of any transfer of the Acquired Shares to the Bidder or its nominee (as applicable).

8 Termination

- (a) Unless this Deed has already been terminated in accordance with clause 8(b), this Deed will automatically terminate (unless otherwise agreed in writing by the Parties) on the earlier to occur of the following:
 - (i) the Bidder does not announce the Red Hawk Takeover Bid within fourteen days after the date of this Deed or such later date as agreed by the Parties in writing;
 - (ii) the Offer Period lapses, the Red Hawk Takeover Bid is withdrawn or the Bidder indicates that it will not waive any condition that is triggered;
 - (iii) the Major Shareholder submits or delivers a valid and binding acceptance (whether through provision of an acceptance form, through the CHES system, via email, online or otherwise) of the Red Hawk Takeover Bid in respect of all of the Option Shares; or
 - (iv) the Bidder breaches clause 2(b) or clause 3.2(b) of this Deed.
- (b) The Bidder may terminate this Deed at any time by written notice to the Major Shareholder.
- (c) If this Deed is terminated under this clause 8 and, prior to such termination, an Exercise Notice was served on the Major Shareholder by the Bidder, Completion shall not occur.
- (d) Any termination of this Deed will not affect any accrued rights or liabilities of either Party in respect of damages for a breach of a representation or warranty or non-performance of any obligation under this Deed falling due for performance before such termination.

9 No Relevant Interest

- (a) For the avoidance of doubt and despite any other provision of this Deed, nothing in this Deed is intended to nor does it give rise to the Bidder coming to have a Relevant Interest in any shares in which the Major Shareholder has a Relevant Interest, other than the Option Shares.
- (b) For the avoidance of doubt and despite any other provision of this Deed, nothing in this Deed is intended to nor does it give rise to the Bidder and the Major Shareholder being or becoming associates in respect of Red Hawk for the purposes of section 12 of the Corporations Act.
- (c) For the avoidance of doubt and despite any other provision of this Deed, the Major Shareholder is free to dispose of or otherwise Deal with any of its Excess Shares in its absolute discretion.
- (d) For the avoidance of doubt and despite any other provision of this Deed, the Major Shareholder is free to vote any of its Major Shareholder Shares in its absolute discretion.

10 Notices

- (a) A notice, consent, approval, waiver or other communication sent by a Party under this Deed (**Notice**) must be:

- (i) in writing; and
- (ii) marked for the attention of the person named below;

and must be:

- (iii) left at, or sent by commercial courier to, the address detailed below; or
- (iv) sent by email to the address detailed below:

The Bidder:

Attention:

Address:

Email:

With a copy to:

Attention

Email

Major Shareholder:

Attention:

Address:

Email:

With a copy to:

Attention:

Email:

- (b) Subject to clause 10(c), a Notice is taken to be received:

- (i) if sent by delivery, when it is delivered;
- (ii) if sent by commercial courier, two days after dispatch (if within the same country) or on the fifth day after dispatch (if one country to another); or
- (iii) if sent by email:
 - (A) when actually received if the sender is or becomes aware that the email was actually received by the recipient; or
 - (B) two hours after the email has been sent, unless, before the expiration of that time, the sender receives an automated message that the email has not been delivered,

whichever happens first.

- (c) If a Notice is taken to be received under clause 10(b):

- (i) before 9.00am (in the location of the recipient) on a Business Day, it will be taken to be received at 9.00am (in the location of the recipient) on that Business Day; or
- (ii) after 5.00pm (in the location of the recipient) on a Business Day or on a non-Business Day, it will be taken to be received at 9:00am (in the location of the recipient) on the next Business Day.

11 Confidentiality

Each Party agrees to keep the existence and terms of this Deed confidential, except where:

- (a) the information is in the public domain (other than as a result of a breach of this Deed or of another obligation of confidentiality);
- (b) disclosure is required by applicable laws, a Governmental Agency, or the operating or listing rules of the ASX; or
- (c) disclosure is made (on a confidential basis) to an Adviser of a Party solely for the purposes of the Adviser advising that Party on this Deed and only to the extent the disclosure is reasonably necessary for the purposes of this Deed.

12 General

12.1 Legal costs

Except as expressly stated otherwise in this Deed, each Party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Deed.

12.2 Stamp Duty

The Bidder is liable for any stamp duty (including any interest, penalties or fines) on the execution and performance of this Deed and on any transaction contemplated under this Deed.

12.3 Foreign Resident CGT Withholding

- (a) If the Major Shareholder provides the Bidder with a Nil Variation Notice by no later than two Business Days before the Completion Date, the Bidder must not withhold any part of the Option Consideration on the basis of a liability to pay an amount to the Commissioner of Taxation under section 14-200 of Schedule 1 to the TAA.
- (b) If the Major Shareholder does not provide the Bidder with a Nil Variation Notice by at least two Business Days specified in 12.3(a), the Bidder must:
 - (i) withhold the CGT Withholding Amount from the Option Consideration and pay the CGT Withholding Amount to the Commissioner of Taxation on or before the Completion Date; and
 - (ii) at Completion provide the Major Shareholder with:
 - (A) evidence that it has paid the CGT Withholding Amount to the Commissioner of Taxation; or
 - (B) a written undertaking from a representative of the Bidder to pay the CGT Withholding Amount to the Commissioner of Taxation immediately following Completion, and if this paragraph 12.3(b)(ii)(B) applies, the Bidder will be treated as having given an irrevocable authority and direction to the Bidder's representative to pay the CGT Withholding Amount to the Commissioner of Taxation immediately following Completion.

12.4 Governing law and jurisdiction

- (a) This Deed is governed by and is to be construed in accordance with the laws applicable in Western Australia.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

12.5 Severability

- (a) Subject to clause 12.5(b), if a provision of this Deed is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Deed.
- (b) Clause 12.5(a) does not apply if severing the provision:
 - (i) materially alters the:
 - (A) scope and nature of this Deed; or
 - (B) the relative commercial or financial positions of the Parties; or
 - (ii) would be contrary to public policy.

12.6 Amendment

This Deed may only be varied or replaced by a deed executed by the Parties.

12.7 Assignment

- (a) A Party must not assign its interest in this Deed without the prior written consent of the other Party.
- (b) Any purported dealing in breach of this clause is of no effect.

12.8 Counterparts and commencement

- (a) This Deed may be executed in any number of counterparts which taken together are one and the same document.
- (b) This Deed is binding on the Parties on the exchange of counterparts.
- (c) A copy of an entire signed counterpart sent by email must be treated as an original counterpart.
- (d) This Deed comes into effect upon the later of:
 - (i) the time that this Deed is executed by the Party that executes last in time; and
 - (ii) the exchange of counterparts of the Deed under clauses 12.8(a) to 12.8(c).

12.9 Entire understanding

- (a) This Deed contains the entire understanding between the Parties as to the subject matter of this Deed.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Deed are merged in and superseded by this Deed and are of no effect. No Party is liable to any other Party in respect of those matters.
- (c) No oral explanation or information provided by any Party to another:

- (i) affects the meaning or interpretation of this Deed; or
- (ii) constitutes any collateral agreement, warranty or understanding between either of the Parties.

Executed as a deed

Executed as a deed by **FMG Pilbara Pty Ltd**
ACN 106 943 828 in accordance with section
127 of the *Corporations Act 2001* (Cth):

[Signature of Yum Sum Apple Paget]

Director

Yuen Sum Apple Paget

Name of Director
BLOCK LETTERS

[Signature of Philip McKeiver]

~~*Director/*Company Secretary~~

Philip McKeiver

Name of ~~*Director/*Company Secretary~~
BLOCK LETTERS
~~*please strike out as appropriate~~

Executed as a deed by **TIO (NZ) Limited**
(Company No. 3744171) in accordance with its
constituent documents and the laws of its place
of incorporation:

Director

Name of Director
BLOCK LETTERS

~~*Director/*Company Secretary~~

Name of ~~*Director/*Company Secretary~~
BLOCK LETTERS
~~*please strike out as appropriate~~

Executed as a deed

Executed as a deed by **FMG Pilbara Pty Ltd**
ACN 106 943 828 in accordance with section
127 of the *Corporations Act 2001* (Cth):

Director

*Director/*Company Secretary

Name of Director
BLOCK LETTERS

Name of *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Executed as a deed by **TIO (NZ) Limited**
(Company No. 3744171) in accordance with its
constituent documents and the laws of its place
of incorporation:

[Signature of Evan Davies]

[Signature of Mark Weenink]

Director

Director

EVAN DAVIES

MARK WEENINK

Name of Director
BLOCK LETTERS

Name of Director
BLOCK LETTERS