

ASX RELEASE

15 October 2024

Galilee and Vintage enter into Scheme Implementation Deed

- Galilee Energy Limited (“Galilee”) and Vintage Energy Ltd (“Vintage”) have entered into a binding scheme implementation deed to merge by way of a scheme of arrangement (“Scheme”), under which Vintage will acquire 100% of the Galilee shares on issue.
- Galilee shareholders will receive two (2) fully paid ordinary shares in Vintage for every one (1) fully paid ordinary share in Galilee held on the record date for the Scheme.
- Upon implementation of the Scheme, existing Vintage and Galilee shareholders will hold approximately 60% and 40% of the Merged Group respectively.
- The Galilee Directors unanimously recommend the Scheme and intend to vote all Galilee shares that they hold or control in favour of the Scheme in the absence of a superior proposal for Galilee and subject to the Independent Expert concluding, and continuing to conclude, that the Scheme is in the best interests of Galilee shareholders.
- The Vintage Directors unanimously support the Scheme in the absence of a superior proposal for Vintage.
- Scheme booklet providing information for shareholders being prepared for ASIC review prior to Galilee shareholder distribution.

Vintage Energy Ltd (ASX: VEN) (**Vintage**) and Galilee Energy Limited (ASX: GLL) (**Galilee**) are pleased to announce they have entered into a binding scheme implementation deed (**SID**) under which Vintage will, subject to the satisfaction of various conditions precedent, acquire all of the fully paid ordinary shares in Galilee by way of a scheme of arrangement under Part 5.1 of the *Corporations Act 2001* (Cth) (**Scheme**), as per the previous announcement to the ASX on 15 August 2024.

Under the terms of the Scheme, eligible Galilee shareholders will receive two (2) fully paid ordinary shares in Vintage (**Vintage Shares**) for every one (1) fully paid ordinary share in Galilee (**Galilee Shares**) held on the record date for the Scheme.

If the Scheme is approved and implemented, Vintage and Galilee will form a merged group (**Merged Group**) whereby existing Vintage shareholders will hold approximately 60% and existing Galilee shareholders will hold 40% of issued share capital of the Merged Group.

The merger is being pursued to create a merged group better resourced to generate value from the favorable long-term outlook for onshore gas and oil in eastern Australia through greater financial strength, an expanded resource base and an enhanced portfolio.

Galilee’s board of directors (**Galilee Board**) unanimously recommend the Scheme to Galilee shareholders and recommend that all Galilee shareholders vote in favour of the Scheme at the Scheme Meeting, in the absence of a superior proposal for Galilee and subject to the Independent Expert concluding, and continuing to conclude, that the Scheme is in the best interests of Galilee shareholders.

Subject to those same qualifications, each Galilee director intends to vote, or cause to be voted, all Galilee shares in which they hold or control in favour of the Scheme at the Scheme Meeting.

Vintage's board of directors (**Vintage Board**) unanimously support the Scheme in the absence of a superior proposal for Vintage.

Galilee's Executive Chairman, Ray Shorrocks, commented:

"There is a huge opportunity emerging in Australia's east coast gas market. This merger is aimed at enabling the combined companies and their shareholders to take full advantage of this looming gas shortfall and the impact that will have on gas prices, margins and free cashflow generation."

Vintage Chairman, Reg Nelson, commented:

"Entry into the Scheme Implementation Deed announced today completes the next step in taking the Galilee-Vintage merger proposal to a reality and creating a stronger better resourced company for shareholders of both companies."

Events since the proposal's announcement in August have reinforced the merits of the merger. Vintage has increased its Proved and Probable Reserves by 45% and is preparing to commence production from a new well, Odin-2. Forecasts of gas markets tightening as production from existing sources decline have been renewed."

The favourable market conditions we anticipated when listing Vintage 6 years ago are evident. The merger set out in the Deed will improve the outlook for shareholders of both companies to benefit from this environment."

Our team at Vintage is working to support the completion of the Scheme Booklet for consideration by Galilee shareholders and an affirmative vote at their meeting."

Strategic Rationale

- The merger creates a complementary portfolio of diversified oil and gas assets across each of the major onshore sedimentary basins in eastern Australia, providing optionality and risk diversification.
- The Merged Group will benefit from Vintage's revenue producing assets in the Cooper Basin in addition to prospective gas and conventional oil assets, including Galilee's highly prospective gas acreage, providing a platform to leverage the gas supply shortage in the east coast gas market for both near and long-term and further growth opportunities.
- The Merged Group will have a highly experienced board and management team with deep relationships in the oil and gas sector and capital markets as well as a proven track record in oil and gas exploration, appraisal and development and value creation through mergers and acquisitions.
- The Scheme provides Vintage Shareholders with exposure to a Merged Group with a stronger balance sheet and platform for growth.

Galilee shareholders should be aware there are a number of advantages, disadvantages and risks associated with the Scheme, details of which will be set out in the Scheme Booklet to be sent to Galilee shareholders in due course and which Galilee shareholders are encouraged to carefully read, including the Independent Expert's Report, in full once it is made available.

Details of Scheme Implementation Deed and Conditions

The Scheme will be implemented by way of a scheme of arrangement pursuant to Part 5.1 of the *Corporations Act 2001* (Cth) whereby Vintage will acquire all of the Galilee shares on issue in consideration for the provision of two (2) Vintage Shares for every one (1) Galilee Share held by eligible Galilee shareholders as at the record date for the Scheme.

Implementation of the Scheme is subject to various conditions, including:

- the Independent Expert concluding that the Scheme is in the best interests of Galilee shareholders and not withdrawing, qualifying or changing that conclusion;
- Galilee shareholders approving the Scheme at the Scheme Meeting;
- Court approval of the Scheme;
- no Target or Acquirer Material Adverse Change or Prescribed Occurrence occurring (as defined in the SID);
- Galilee and Vintage representations and warranties being true and correct in all material respects; and
- various regulatory approvals required to implement the Scheme.

The SID contains customary exclusivity and deal protection provisions, including reciprocal no shop obligations, no talk and no due diligence conditions (subject to exceptions to enable the Galilee directors and Vintage directors to comply with their fiduciary duties), notification and matching rights for Vintage in the event of a competing proposal.

The announcement of the potential merger proposal on 15 August 2024 advised that the merger was subject to Galilee completing a raising at least \$2.5 million in the capital raising announced on that day. This condition has been satisfied.

Full details of the terms and conditions of the Scheme are described in the SID, a copy of which is attached to this announcement.

Galilee Directors' Recommendation

The Scheme has the unanimous support of the Galilee directors.

Each Galilee director considers the Scheme to be in the best interests of Galilee shareholders and unanimously recommends the Scheme to Galilee shareholders and recommends that Galilee shareholders vote in favour of the Scheme:

- in the absence of a superior proposal for Galilee; and
- subject to the Independent Expert concluding, and continuing to conclude, that the Scheme is in the best interests of Galilee shareholders.

Each Galilee Director intends to vote or cause to be voted all Galilee shares in which they hold or control in favour in favour of the Scheme (representing approximately 3.53% of the undiluted Galilee shares on issue), subject to the qualifications described above.

Next steps

Galilee shareholders do not need to take any action at this time.

Galilee will seek Court approval to convene a meeting of Galilee shareholders to consider the Scheme in the coming months (**Scheme Meeting**).

Galilee shareholders will receive notice of the Scheme Meeting and a thorough explanatory statement of details of the proposed Scheme, the basis for the Galilee Directors' recommendation and the Independent Expert's report (**Scheme Booklet**) in advance of the Scheme Meeting.

A detailed timetable for the Scheme will be included in the Scheme Booklet.

Indicative Timetable

An indicative timeline is set out below. A definitive timetable will be provided in the Scheme Booklet to be made available to Galilee shareholders.

| Event | Date |
|--|--------------------|
| First Court Date | |
| Court to approve dispatch of Scheme Booklet and convening of the Scheme Meeting | November |
| Scheme Meeting | December |
| Second Court Date | |
| Court hearing to approve the Scheme. | December / January |
| Effective Date | |
| Court order lodged with ASIC. | December / January |
| Scheme Record Date | |
| Time and date for determining entitlement to the Scheme Consideration. | December / January |
| Implementation Date | |
| Issue of the Scheme Consideration and the transfer of all Galilee Shares to Vintage. | December / January |

Advisors to proposed transaction

Piper Alderman is acting as legal advisor to Galilee.

MinterEllison is acting as legal advisor to Vintage.

This announcement is authorised for release by the respective Boards of Vintage Energy Ltd and Galilee Energy Limited.

For further information, please contact:

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Galilee Energy Limited
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Vintage
Don Murchland
Investor Relations Advisor
Vintage Energy Ltd
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About Vintage Energy Ltd

Vintage Energy Limited (ASX: Vintage) was formed by an experienced management team amid the backdrop of a developing energy and gas supply crisis and listed on the ASX in 2018. The company is currently supplying gas to eastern Australia under long term contracts from appraisal production of its Vali and Odin gas fields which it discovered in the Cooper Basin in 2020 and 2021 respectively. Management is working to identify new resources from the company's diverse portfolio, which comprises tenements within proven onshore petroleum provinces including the Cooper, Otway, Galilee and Bonaparte basins. The selection and management of these assets is deliberately and commercially focused to prioritise access to infrastructure, low development thresholds and early cash flow.

About Galilee Energy Limited

Galilee Energy is advancing towards becoming an integrated and diversified sustainable energy company and a key supplier of natural gas to the east coast market of Australia. The company is the 100% owner of one of the largest uncontracted natural gas resources on the east coast of Australia, located within the Glenaras Gas Project in Queensland's Galilee Basin. The Glenaras project's location and environmental credentials, including the production of fresh water from its coals for beneficial use in crop production along with low CO₂ levels, positions Galilee to be a material supplier of sustainable energy.

Scheme Implementation Deed

Vintage Energy Ltd (**Acquirer**)

Galilee Energy Limited (**Target**)

Scheme Implementation Deed

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Details

Date 14 October 2024

Parties

Name **Vintage Energy Ltd**
ACN 609 200 580
Short form name **Acquirer**
Notice details 58 King William Road
Goodwood, SA 5034
Email: **[Redacted]**
Attention: Simon Gray

Name **Galilee Energy Limited**
ACN 064 957 419
Short form name **Target**
Notice details Level 6, Emirates Building, 167 Eagle Street
Brisbane, QLD 4000
Email: **[Redacted]**
Attention: Milton Cooper

Background

- A The Acquirer has agreed to acquire all of the issued shares in the Target.
- B The directors of the Target intend to propose to Target Shareholders for their approval a merger with the Acquirer by way of a scheme of arrangement under section 411 of the Corporations Act, the effect of which would be to make the Target a wholly owned subsidiary of the Acquirer.
- C The Acquirer and the Target have agreed to implement the Scheme on the terms and conditions of this deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed, unless the context otherwise requires, the following words and expressions have meanings as follows:

Acquirer Accounts means the audited individual and consolidated accounts (including the financial statements, notes forming part of or intended to be read with the financial statements, directors' report and declaration, and auditor's report) of the Acquirer at and for the year ended 30 June 2024.

Acquirer Board means the board of directors of the Acquirer.

Acquirer Conditions means the conditions precedent set out under the heading 'Acquirer Conditions' in clause 3.1.

Acquirer Disclosure Letter means the letter so entitled provided by the Acquirer to the Target on or before the execution of this deed and countersigned by the Target.

Acquirer Due Diligence Material means:

- (a) all documents and information that were at any time during the period ending on or before the Disclosure Cut-off Date contained in the data rooms established by the Acquirer and made available to the Target or its Representatives, the indices for which materials have been initialled for identification by the Target's solicitors on behalf of the Target and by the Acquirer's solicitors on behalf of the Acquirer; and
- (b) all written answers given to written questions submitted by the Target or its Representatives as part of the question and answer process on or before the Disclosure Cut-off Date.

Acquirer Information means:

- (a) information about the Acquirer provided or approved by the Acquirer or any of its Advisers to the Target in writing for inclusion in the Explanatory Booklet;
- (b) the Merged Group Information.

Acquirer Material Adverse Change means any event, occurrence or matter (or the disclosure or discovery of any event, occurrence or matter) which occurs after the date of this deed, that individually or when aggregated with all such events, occurrences or matters has, has had or would be reasonably likely to have the effect of:

- (a) giving rise to the suspension, revocation, invalidity, unenforceability, materially adverse variation, premature lapse or premature termination of all or any material rights under the Acquirer's petroleum permits (other than planned relinquishment or abandonment to the extent Fairly Disclosed to the Target); or
- (b) involving the grant of rights or interests of any kind over all or part of any area covered by or the subject of the Acquirer's petroleum permits to any person other than the holder(s) of that permit (in that capacity) which materially conflict or could reasonably be expected to materially conflict with the enjoyment of the rights conferred or purported to be conferred by the Acquirer's petroleum permits; or
- (c) a diminution in the consolidated net assets of the Acquirer (calculated on the basis of AIFRS as at the date of this deed), of at least \$1,500,000 compared to the net assets of the Acquirer as shown in the Acquirer Accounts; or
- (d) a diminution in the consolidated net profit before tax of the Acquirer (calculated on the basis of AIFRS as at the date of this deed) of at least \$500,000 per annum on a recurring basis over a period of at least 5 years; or

- (e) the Acquirer being unable to carry on its business in substantially the same manner as carried on as at the date of this deed,

other than changes, events, occurrences or matters:

- (f) required or permitted by this deed;
- (g) to the extent Fairly Disclosed on or before the Disclosure Cut-off Date in the Acquirer Due Diligence Material or Fairly Disclosed in the Acquirer Disclosure Letter;
- (h) to the extent Fairly Disclosed in public announcements issued by the Acquirer to the ASX in the 9 month period ending on the Disclosure Cut-off Date (unless such event, circumstance, matter or information was not reasonably apparent from such filings with ASX); or
- (i) which do not relate specifically to the Acquirer and which are beyond the control of Acquirer and which arise from:
 - (i) changes in exchange rates or interest rates; or
 - (ii) general economic or business conditions; or
 - (iii) arising as a result of any changes of accounting standards or laws in Australia; or
 - (iv) to the extent any losses or liabilities arising from such change, event, occurrence or matter are covered by insurance which the Acquirer's insurers have agreed to pay;
- (j) costs and expenses associated with the Scheme to the extent that the amounts or estimates of the amounts are Fairly Disclosed to the other party;
- (k) the portion of any event, matter, change or circumstances which is as a consequence of losses, expenses, damages or other costs covered by insurance which the Acquirer's insurers have agreed to pay; or
- (l) anything done with the prior written consent of the other party.

Acquirer Parties means the Acquirer and its directors, officers, employees and Advisers.

Acquirer Prescribed Occurrences means any of the occurrences set out in Schedule 4, provided that none of the occurrences set out in Part 2 of Schedule 4 will constitute an Acquirer Prescribed Occurrence if it is:

- (a) required or permitted to be done by the Acquirer by this deed;
- (b) approved in writing by the Target;
- (c) Fairly Disclosed on or before the Disclosure Cut-off Date in the Acquirer Due Diligence Material or Fairly Disclosed in the Acquirer Disclosure Letter or the HoA Acquirer Disclosure Letter; or
- (d) Fairly Disclosed in public announcements issued by the Acquirer to ASX in the 9 month period ending on the Disclosure Cut-off Date (unless such event, circumstance, matter or information was not reasonably apparent from such filings with ASX).

Acquirer Representation and Warranty means a representation and warranty of the Acquirer set out in Schedule 1.

Acquirer Shares means a fully paid ordinary share in the capital of the Acquirer.

Adviser means, in relation to an entity, a financial, corporate, legal, technical or other expert adviser or consultant, who provides advisory or consultancy services in a professional capacity in the ordinary course of its business and has been engaged in that capacity in connection with the Scheme by the entity.

AIFRS means the International Financial Reporting Standards as adopted in Australia.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691 or, if the context requires or permits, the financial market known as the Australian Securities Exchange operated by it.

Break Fee means \$250,000 (inclusive of GST).

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

Claim means, in relation to a person, a demand, claim, action or proceeding made or brought by or against the person, however arising and whether present, unascertained, immediate, future or contingent.

Competing Proposal means any expression of interest, proposal, offer, transaction or arrangement (including any takeover bid, scheme of arrangement, shareholder approved acquisition, share or asset sale, recapitalisation or issue of securities, capital reduction, share buy back or repurchase, joint venture, reverse takeover, dual listed company structure or other synthetic merger) under which a Third Party will or may, if the expression of interest, proposal, offer, transaction or arrangement is entered into and completed:

- (a) acquire control of the Target or the Acquirer, as applicable;
- (b) acquire (whether directly or indirectly) or become the holder of, or otherwise acquire, have a right to acquire or have an economic interest in assets with an aggregate book value representing 10% or more of:
 - (i) the total assets of the Target Group as set out in the Target's consolidated balance sheet as at 30 June 2024; or
 - (ii) the total assets of the Acquirer as set out in the Acquirer's consolidated balance sheet as at 30 June 2024,as applicable;
- (c) directly or indirectly acquire or merge or amalgamate with the Target or the Acquirer, as applicable;
- (d) come to have voting power in the Target or the Acquirer, as applicable, of more than 20%; or
- (e) enter into any agreement or understanding requiring the Target or the Acquirer, as applicable, to abandon, or otherwise fail to proceed with, the Scheme.

Confidentiality Deed means the confidentiality deed between the Target and the Acquirer dated 22 April 2024.

Consolidated Group means a Consolidated Group or a MEC group as those terms are defined in section 995-1 of the ITAA 1997.

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

Court means the Supreme Court of Western Australia or any other court of competent jurisdiction agreed between Acquirer and Target.

Deed Poll means the deed poll in favour of all Scheme Shareholders in the form set out in Schedule 7 (or such other form agreed in writing between the parties acting reasonably).

Disclosure Cut-off Date means the date that is one (1) Business Day before the date of this deed.

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

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

End Date means the date that is nine (9) months after the date of this deed, subject to any extension under clause 3.4.

Excluded Shareholder means the Acquirer or any other Target Shareholder to the extent it holds Target Shares on behalf of, or for the benefit of, the Acquirer.

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

- (a) the termination of this deed; and
- (b) the End Date.

Explanatory Booklet means the explanatory booklet to be prepared by the Target in respect of the Scheme in accordance with the terms of this deed and to be despatched to Target Shareholders.

Fairly Disclosed means sufficient information has been disclosed in writing so as to enable a sophisticated investor with experience in schemes and familiar with a business similar to that of the business carried on by each of the parties (as applicable) to be aware of the substance and significance of the relevant information (including, in each case, that the potential financial effect of the relevant matter, event or circumstance was reasonably ascertainable from the information disclosed).

First Court Date means the first day on which an application made to the Court for orders under section 411(1) of the Corporations Act that the Scheme Meeting be convened is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.

Foreign Scheme Shareholder means a Scheme Shareholder whose address in the Target Share Register is a place outside Australia and its external territories, the United Kingdom, Cayman Islands or New Zealand unless Acquirer and Target agree in writing that it is lawful and not unduly onerous or impracticable to issue that Scheme Shareholder with New Acquirer Shares under the Scheme.

Head Company has the same meaning as that term is defined in section 995-1 of the ITAA 1997.

HoA means the heads of agreement between the Acquirer and the Target dated 15 August 2024 and announced to the ASX on the same day.

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

Independent Expert means the independent expert in respect of the Scheme appointed by the Target.

Independent Expert's Report means a report (including any updates to such report) of the Independent Expert stating whether or not in its opinion the Scheme is in the best interest of Target Shareholders.

Insolvency Event means in the case of any entity:

- (a) it ceases, suspends, or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of all or a substantial part of its assets;
- (b) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (c) it is, or under legislation is presumed or taken to be, insolvent (other than as the result of a failure to pay a debt or Claim the subject of a good faith dispute);
- (d) it has an administrator, controller or similar officer appointed, or any step preliminary to the appointment of such an officer is taken;
- (e) an application or an order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court or other steps are taken for:
 - (i) its winding up, dissolution or administration; or
 - (ii) it entering into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them,(other than frivolous or vexatious applications, orders, proceedings, notices or steps);
- (f) a receiver, receiver and manager, administrative receiver or similar officer is appointed to:
 - (i) a security interest becomes enforceable or is enforced over; or
 - (ii) a distress, attachment or other execution is levied or enforced or applied for over,all or a substantial part of its assets; or
- (g) anything analogous to anything referred to in the above paragraphs, or which has substantially similar effect, occurs with respect to it, including under any foreign law.

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

Joint Conditions means the conditions precedent set out under the heading 'Joint Conditions' in clause 3.1.

Joint Public Announcement means the public announcement in relation to the Scheme and the entry into this deed, to be issued by the Target and the Acquirer to ASX in the form set out in Schedule 5, subject to any amendments agreed between the parties.

Liability means a debt, obligation, liability, loss, expense, cost or damage of any kind and however arising, including any penalty, fine or interest and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable.

Listing Rules means the official listing rules of ASX as amended from time to time.

Material Agreements means the agreements specified in:

- (a) the Target Disclosure Letter for the purposes of the definition of Third Party Consents and Schedule 3;
- (b) the Acquirer Disclosure Letter for the purposes of Schedule 4; and
- (c) in the case of the Acquirer, any agreement, contract or other arrangement or instrument to which the Acquirer is party or bound by or to which any of the assets of the Acquirer is subject, and which imposes obligations or liabilities on the Acquirer of at least \$500,000 per annum or \$2,000,000 over the life of the agreement, contract or other arrangement or instrument; and
- (d) in the case of the Target, any agreement, contract or other arrangement or instrument to which a Target Group Member is party or bound by or to which any of the assets of a Target Group Member is subject, and which imposes obligations or liabilities on a Target Group Member of at least \$125,000 per annum or \$500,000 over the life of the agreement, contract or other arrangement or instrument.

Merged Group Information means the information to be included in the Explanatory Booklet regarding the combined group comprising the Target Group and the Acquirer, assuming the Scheme is approved and implemented, provided by or on behalf of the Acquirer, excluding:

- (a) risk factors associated with the combined group, being information that is to be prepared jointly by the Target and the Acquirer; or
- (b) any information provided by or on behalf of the Target to the Bidder or obtained by the Bidder from the Target's public filings on the ASX regarding the Target Group.

New Acquirer Shares means the new Acquirer Shares to be issued under the terms of the Scheme as the Scheme Consideration.

Outgoing Target Director means any director of a Target Group Member other than Ray Shorrocks and Greg Columbus.

Regulatory Approvals means:

- (a) any approval, consent, authorisation, registration, filing, lodgement, permit, franchise, agreement, notarisation, certificate, permission, licence, direction, declaration, authority or exemption from, by or with a Regulatory Authority; or
- (b) in relation to anything that would be fully or partly prohibited or restricted by law if a Regulatory Authority intervened or acted in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without notification.

Regulatory Authority means:

- (a) any government or governmental, semi-governmental, administrative, monetary, fiscal or judicial body, tribunal, agency or entity;
- (b) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; or
- (c) any regulatory organisation established under statute,

in Australia whether federal, state, territorial or local.

Relevant Date means in relation to a condition precedent, the date or time specified in this deed for its fulfilment (or where no such date or time is specified, the Business Day before the End Date), subject to extension under clause 3.4.

Representative means in relation to the Acquirer or the Target:

- (a) each other member of the Target Group (as applicable);
- (b) an officer or employee of a member of the Acquirer or the Target Group (as applicable); or
- (c) an Adviser to a member of the Acquirer or the Target Group (as applicable).

Review Agreements means the agreements specified in the Target Disclosure Letter.

RG 60 means Regulatory Guide 60 issued by ASIC on 24 September 2020.

Scheme means the scheme of arrangement under Part 5.1 of the Corporations Act between the Target and the Scheme Shareholders under which the Acquirer proposes to acquire all of the Target Shares (other than Target Shares held by an Excluded Shareholder) substantially in the form of Schedule 6, subject to any alterations or conditions:

- (a) agreed to in writing by the Acquirer and the Target; or
- (b) made or required by the Court under section 411(6) of the Corporations Act and agreed to by the Acquirer and the Target.

Scheme Consideration has the meaning set out in the Scheme.

Scheme Meeting means the meeting of the Target Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under section 411(1) of the Corporations Act. If a meeting of more than one class of Target Shareholders is ordered by the Court, all references to "Scheme Meeting" will be interpreted as a reference to each or all of those meetings.

Scheme Record Date means 7.00pm on the fifth Business Day after the Effective Date or such other time and date agreed to in writing between the parties.

Scheme Resolution means the approval of the Scheme by the Target Shareholders at the Scheme Meeting by the majorities required under section 411(4)(a)(ii) of the Corporations Act.

Scheme Share means a Target Share held by a Scheme Shareholder.

Scheme Shareholder means a Target Shareholder (other than an Excluded Shareholder) at the Scheme Record Date.

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

Superior Proposal means a bona fide Competing Proposal received after the date of this deed (that has not been directly or indirectly solicited, invited, encouraged or initiated in breach of clauses 10.2, 10.3 or 10.4) that the receiving board determines, acting in good faith in order to satisfy what the receiving board considers to be its fiduciary or statutory duties (having taken advice from its external financial and legal advisers):

- (a) is reasonably capable of being valued and implemented, taking into account all aspects of the Competing Proposal, including any conditions and the likely availability of finance; and
- (b) would, if completed substantially in accordance with its terms, be likely to be more favourable to the receiving board's shareholders than the Scheme, taking into account all the terms and conditions of the Competing Proposal.

Target Accounts means the audited individual and consolidated accounts (including the financial statements, notes forming part of or intended to be read with the financial statements, directors' report and declaration, and auditor's report) of the Target at and for the year ended 30 June 2023.

Target Board means the board of directors of the Target.

Target Conditions means the conditions precedent set out under the heading 'Target Conditions' in clause 3.1.

Target Consolidated Tax Group means the Consolidated Group of which Target is the Head Company.

Target Director means any or all of the directors of the Target from time to time, as the context requires.

Target Disclosure Letter means the letter so entitled provided by the Target to the Acquirer on or before the execution of this deed and countersigned by the Acquirer.

Target Due Diligence Material means:

- (a) all documents and information that were at any time during the period ending on or before the Disclosure Cut-off Date contained in the data rooms established by the Target and made available to the Acquirer or its Representatives, the indices for which materials have been initialled for identification by the Target's solicitors on behalf of the Target and by the Acquirer's solicitors on behalf of the Acquirer; and
- (b) all written answers given to written questions submitted by the Acquirer or its Representatives as part of the question and answer process on or before the Disclosure Cut-off Date.

Target Group means the Target and each of its subsidiaries. A reference to a **member of the Target Group** or **Target Group Member** is a reference to the Target or any such subsidiary.

Target Information means information about the Target Group prepared by the Target or any of its Advisers for inclusion in the Explanatory Booklet.

Target Material Adverse Change means any event, occurrence or matter (or the disclosure or discovery of any event, occurrence or matter) which occurs after the date of this deed, that individually or when aggregated with all such events, occurrences or matters has, has had or would be reasonably likely to have the effect of:

- (a) giving rise to the suspension, revocation, invalidity, unenforceability, materially adverse variation, premature lapse or premature termination of all or any material rights under the Target Petroleum Permits (other than planned relinquishment or abandonment to the extent Fairly Disclosed to the Acquirer); or
- (b) involving the grant of rights or interests of any kind over all or part of any area covered by or the subject of the Target Petroleum Permits to any person other than the holder(s) of that permit (in that capacity) which materially conflict or could reasonably be expected to materially conflict with the enjoyment of the rights conferred or purported to be conferred by the Target Petroleum permits; or
- (c) a diminution in the consolidated net assets of the Target Group (calculated on the basis of AIFRS as at the date of this deed), of at least \$1,000,000 compared to the consolidated net assets of the Target Group as shown in the Target Accounts; or
- (d) a diminution in the consolidated net profit before tax of the Target Group (calculated on the basis of AIFRS as at the date of this deed) of at least \$250,000 per annum on a recurring basis over a period of at least 5 years; or
- (e) the Target Group being unable to carry on its business in substantially the same manner as carried on as at the date of this deed,

other than changes, events, occurrences or matters:

- (f) required or permitted by this deed;
- (g) to the extent Fairly Disclosed in the Target Due Diligence Material on or before the Disclosure Cut-off Date or Fairly Disclosed in the Target Disclosure Letter;
- (h) to the extent Fairly Disclosed in public announcements issued by the Target to the ASX in the 9 month period ending on the Disclosure Cut-off Date (unless such event, circumstance, matter or information was not reasonably apparent from such filings with ASX); or
- (i) which do not relate specifically to the Target Group and which are beyond the control of the Target and which arise from:
 - (i) changes in exchange rates or interest rates; or

- (ii) general economic or business conditions; or
- (iii) any changes of accounting standards or laws in Australia; or
- (iv) to the extent any losses or liabilities arising from such change, event, occurrence or matter are covered by insurance which the Target Group's insurers have agreed to pay;
- (j) costs and expenses associated with the Scheme to the extent that the amounts or estimates of the amounts are Fairly Disclosed to the other party;
- (k) the portion of any event, matter, change or circumstances which is as a consequence of losses, expenses, damages or other costs covered by insurance which the Target's insurers have agreed to pay; or
- (l) anything done with the prior written consent of the other party.

Target Option means an option granted by the Target to acquire by way of issue one or more Target Shares.

Target Parties means the members of the Target Group and their respective directors, officers, employees and Advisers.

Target Petroleum Permits means ATP2019, ATP2043 and ATP2050 and PCAs 314 and 315.

Target Prescribed Occurrence means any of the occurrences set out in Schedule 3, provided that none of the occurrences set out in Part 2 of Schedule 3 will constitute a Target Prescribed Occurrence if it is:

- (a) required or permitted to be done by any member of the Target Group by this deed;
- (b) approved in writing by the Acquirer;
- (c) Fairly Disclosed on or before the Disclosure Cut-off Date in the Target Due Diligence Material or Fairly Disclosed in the Target Disclosure Letter;
- (d) Fairly Disclosed in public announcements issued by Target to ASX in the 9 month period ending on the Disclosure Cut-off Date (unless such event, circumstance, matter or information was not reasonably apparent from such filings with ASX); or
- (e) in the ordinary course of the Target Group's ordinary business.

Target Registry means Computershare Investor Services Pty Limited ACN 078 279 277 or any replacement provider of share registry services to the Target.

Target Representation and Warranty means a representation and warranty of the Target set out in Schedule 2.

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

Target Shareholder means a person who is registered as the holder of Target Shares from time to time.

Target Share Register means the register of members of the Target maintained in accordance with the Corporations Act.

Tax means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged together with all costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to the imposition.

Tax Law means any law in relation to any Tax.

Tax Relief means any relief, allowance, exemption, credit, exclusion set-off, deduction, loss, refund or rebate granted or available in respect of Tax under any Tax Law.

Third Party means any person or entity (including a Regulatory Authority) other than the Acquirer or a member of the Target Group.

Third Party Consent means the waiver or consent in writing in a form reasonably satisfactory to the Acquirer from the relevant counterparty to a Material Agreement (or any other agreement or arrangement to which a member of the Target Group is party which the Acquirer considers

material (acting reasonably) in the context of the Target Group) and which if not provided results or could result in such agreement or arrangement being terminated or varied or any action being taken or arising in each case as a result of the implementation of the Scheme.

Timetable means the indicative timetable for the implementation of the Scheme set out in Schedule 8, including any amendments to that timetable agreed by the parties in writing and acting reasonably.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a clause, schedule or attachment is a reference to a clause of, or schedule or attachment to, this deed.
- (f) A reference to an agreement or document (including a reference to this deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this deed or that other agreement or document, and includes the recitals, schedules and attachments to that agreement or document.
- (g) A reference to a party to this deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) 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.
- (i) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (j) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (k) A reference to dollars and \$ is to Australian currency.
- (l) All references to time are to Brisbane, Australia time.
- (m) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (n) Nothing in this deed is to be interpreted against a party solely on the ground that the party put forward this deed or a relevant part of it.
- (o) A reference to associate, control (by an entity of another entity), officer, related body corporate, subsidiary, relevant interest or voting power is to that term as it is defined in the Corporations Act.
- (p) A reference to Fairly Disclosed means disclosed in English to any of the Acquirer or the Target, as the context requires, or any of their respective Representatives in sufficient detail so as to enable a reasonable and sophisticated recipient of the relevant information who is experienced in Scheme similar to the Scheme in the oil and gas industry to identify and understand the nature and scope of the relevant matter, event or circumstance.

1.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

1.4 Consents or approvals

If the doing of any act, matter or thing under this deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

1.5 Listing requirements included as law

A listing rule or business rule of a securities exchange will be regarded as a law, and a reference to such a rule is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party.

1.6 Statements on the basis of knowledge

- (a) Any statement made by the Target on the basis of its knowledge is made on the basis that its knowledge is limited to the knowledge that any member of the Target Board or Milton Cooper has or would have if he or she had made all reasonable inquiries of the officers, managers, employees and other persons with responsibility for the matters to which the statement relates.
- (b) Any statement made by the Acquirer on the basis of its knowledge is made on the basis that its knowledge is limited to the knowledge that any member of the Acquirer Board or Simon Gray has or would have if he or she had made all reasonable inquiries of the officers, managers, employees and other persons with responsibility for the matters to which the statement relates.

1.7 Reasonable endeavours

Any provision of this deed which requires a party to use reasonable endeavours or best endeavours to procure that something is performed or occurs or does not occur does not include any obligation:

- (a) to pay any money or provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any person except for payment of any applicable fee for the lodgement or filing of any relevant application with any Regulatory Authority; or
 - (b) to commence any legal action or proceeding against any person,
- except where that provision expressly specifies otherwise.

2. Agreement to Proceed with Scheme

2.1 Target to propose the Scheme

The Target agrees to propose and implement the Scheme on and subject to the terms of this deed.

2.2 Acquirer to assist

The Acquirer agrees to assist the Target to propose and implement the Scheme on and subject to the terms of this deed.

3. Conditions Precedent and Pre-implementation Steps

3.1 Conditions precedent

Subject to this clause 3, the Scheme will not become Effective, and the obligations of the Acquirer under clauses 4.2 and 4.3 are not binding, unless each of the following conditions precedent is satisfied or waived in accordance with clauses 3.3 and 3.4:

Joint Conditions

(Conditions precedent for the benefit of all parties)

- (a) **(ASIC and ASX consents)** before 8.00am on the Second Court Date, ASIC and ASX issue or provide such relief, confirmations, consents, approvals, qualifications or exemptions, waivers, consents or approvals or have done such other acts which the Target and the Acquirer agree are reasonably necessary to implement the Scheme;
- (b) **(Other Regulatory Authority approvals)** before 8.00am on the Second Court Date:
 - (i) all other approvals of a Regulatory Authority which the Target and the Acquirer agree are necessary to implement the Scheme are obtained and have not been withdrawn or revoked; and
 - (ii) none of the following has been issued or made:
 - (A) a conditional or unconditional decision, determination or statement by any Regulatory Authority to the effect that it objects to the Scheme, and that decision, determination or statement would have the effect or likely effect of materially impeding the implementation of the Scheme;
 - (B) a preliminary or final decision, determination, or order issued by any Regulatory Authority preventing the Scheme; or
 - (C) a temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or the Takeovers Panel or other legal restraint or prohibition preventing the Scheme;
- (c) **(Target Shareholder approval)** before 8.00am on the Second Court Date, the Scheme is approved by the Target Shareholders at the Scheme Meeting by the majorities required under section 411(4)(a)(ii) of the Corporations Act;
- (d) **(Court approval)** the Scheme is approved by the Court in accordance with section 411(4)(b) of the Corporations Act either unconditionally or on conditions that do not impose unduly onerous obligations upon either party (acting reasonably);

Acquirer Conditions

(Conditions precedent for the benefit of the Acquirer only)

- (e) **(No Target Material Adverse Change)** no Target Material Adverse Change occurs between the date of this deed and 8.00am on the Second Court Date;
- (f) **(No Target Prescribed Occurrence)** no Target Prescribed Occurrence occurs between the date of this deed and 8.00am on the Second Court Date;
- (g) **(Target Warranties)** the Target Representation and Warranties being true and correct in all material respects on the date of this deed and at 8.00am on the Second Court Date;
- (h) **(ATP Renewal)** An application for renewal of ATP 2019 for a term of not less than four (4) years has been lodged by the Target with the requisite regulatory authorities in Queensland and such application has not been rejected;

Target Conditions

(Conditions precedent for the benefit of the Target only)

- (i) **(Independent Expert's Report)** the Independent Expert's Report contains an opinion of the Independent Expert concluding that the Scheme is in the best interests of Target

Shareholders and the Independent Expert does not change, qualify or withdraw that conclusion in any written update to the Target prior to 8.00am on the Second Court Date;

- (j) **(No Acquirer Material Adverse Change)** no Acquirer Material Adverse Change occurs between the date of this deed and 8.00am on the Second Court Date;
- (k) **(No Acquirer Prescribed Occurrence)** no Acquirer Prescribed Occurrence occurs between the date of this deed and 8.00am on the Second Court Date; and
- (l) **(Acquirer Warranties)** the Acquirer Representation and Warranties being true and correct in all material respects on the date of this deed and at 8.00am on the Second Court Date.

3.2 Satisfaction

- (a) The Acquirer and the Target must use reasonable endeavours to procure that the Joint Conditions (other than the condition precedent in clause 3.1(c)) are satisfied.
- (b) The Acquirer must use reasonable endeavours to procure that the Target Conditions are satisfied.
- (c) The Target must use reasonable endeavours to procure that the Acquirer Conditions (and the condition precedent in clause 3.1(c)) are satisfied.
- (d) The Acquirer and the Target must provide reasonable assistance in satisfying the other conditions precedent in clause 3.1, and ensure that there is no occurrence within the control of the Acquirer or a member of the Target Group (as the context requires) that would prevent any condition precedent in clause 3.1 being satisfied.
- (e) The Target must use reasonable endeavours to ensure that no Target Prescribed Occurrence occurs, and that no occurrence within the control of a member of the Target Group takes place which would cause a Target Material Adverse Change to occur, in each case on or before the End Date.
- (f) The Acquirer must use reasonable endeavours to ensure that no Acquirer Prescribed Occurrence occurs, and that no occurrence within the control the Acquirer takes place which would cause an Acquirer Material Adverse Change to occur, in each case on or before the End Date.
- (g) The Acquirer and the Target must:
 - (i) consult and co-operate fully with each other in relation to the satisfaction of the conditions precedent, including in relation to all material communications with Regulatory Authorities in relation to Regulatory Approvals;
 - (ii) promptly provide to the other party all material communications with Regulatory Authorities in relation to Regulatory Approvals;
 - (iii) promptly notify the other if it becomes aware that any condition precedent has been satisfied; and
 - (iv) promptly notify the other of any failure to satisfy a condition precedent or of any fact or circumstance that may result in a condition precedent becoming incapable of being satisfied or that may result in a condition precedent not being satisfied in accordance with its terms (having regard to the obligations of the parties under this clause).
- (h) Without limiting this clause:
 - (i) the Target must provide the Acquirer with all information reasonably requested in connection with the Acquirer's applications for each Regulatory Approval referred to in clauses 3.1(a) and 3.1(b);
 - (ii) the Acquirer must provide the Target with all information reasonably requested in connection with the Target's applications for each Regulatory Approval referred to in clauses 3.1(a) and 3.1(b); and

- (iii) the Acquirer must consult with the Target, and the Target must consult with the Acquirer, as applicable, in relation to the submission of and progress of obtaining each Regulatory Approval referred to in clause 3.1.
- (i) On the Second Court Date:
 - (i) the Acquirer and the Target must give the Court a joint certificate (and such other evidence as the Court requires) confirming whether or not the Joint Conditions (other than the condition precedent at clause 3.1(d)) have been satisfied or waived;
 - (ii) the Acquirer must:
 - (A) provide to the Court a certificate (and such other evidence as the Court requires) confirming (in respect of matters within its knowledge) whether or not the Target Conditions have been satisfied or waived; and
 - (B) provide to the Target a draft of its certificate by 5.00pm at least two Business Days before the Second Court Date; and
 - (iii) the Target must:
 - (A) provide the Court a certificate (or such other evidence as the Court requires) confirming (in respect of matters within its knowledge) whether or not the Acquirer Conditions have been satisfied or waived; and
 - (B) provide the Acquirer a draft of its certificate by 5.00pm at least two Business Days before the Second Court Date.

3.3 Waiver of conditions precedent

- (a) The conditions precedent in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived.
- (b) The remaining Joint Conditions are for the benefit of the Acquirer and the Target and may only be waived by both Acquirer and Target in writing.
- (c) The Acquirer Conditions are for the sole benefit of the Acquirer and may only be waived by the Acquirer in writing.
- (d) The Target Conditions are for the sole benefit of the Target and may only be waived by the Target in writing.
- (e) A party entitled to waive a condition precedent may do so conditionally or unconditionally in its absolute discretion.
- (f) If a party waives the breach or non-fulfilment of a condition precedent, that waiver will not preclude it from suing the other party for any breach of this deed that resulted from the breach or non-fulfilment of the condition precedent that was waived or arising from the same event which gave rise to the breach or non-fulfilment of the condition precedent.
- (g) Waiver of a breach or non-fulfilment in respect of a condition precedent does not constitute:
 - (i) a waiver of the breach or non-fulfilment of any other condition precedent resulting from the same event; or
 - (ii) a waiver of the breach or non-fulfilment of that condition precedent resulting from any other event.

3.4 If a condition precedent is not fulfilled or waived

If a condition precedent cannot be fulfilled (or has not been fulfilled or waived) by the Relevant Date, or the Scheme has not become Effective by the End Date, the Target and the Acquirer must, prior to any termination under clause 3.7, consult in good faith and act reasonably (and obtain appropriate advice) for a period of at least 10 Business Days to develop potential structures and approaches and to determine whether:

- (a) the Scheme may proceed by way of alternative means or methods and, if so, agree on the terms of such alternative means or methods (to avoid doubt, any such alternative means or methods must not involve any material additional economic cost (including increasing

the amount of any Tax payable or reducing any Tax Relief available) to the Acquirer or to the Target or any Target Shareholder or be materially less advantageous to the Acquirer or Target Shareholders);

- (b) to extend the Relevant Date;
- (c) to adjourn or change the date of the Scheme Meeting; and/or
- (d) to extend the End Date.
- (e) Without limiting the foregoing, if a condition precedent is not satisfied by the date contemplated in the Timetable as the Second Court Date, the Target and the Acquirer agree (unless there is no reasonable prospect that the condition precedent will be satisfied) that the Second Court Date be deferred until such date (not later than the Business Day before the End Date) as reasonably required to enable more time to satisfy the condition precedent.

3.5 Appeal process

- (a) Without limiting clause 3.4, if the Court refuses to make any orders convening the Scheme Meeting or approving the Scheme, the Target must appeal the Court's decision to the fullest extent possible (except to the extent that the parties agree otherwise, or an independent barrister who is a Kings Counsel or Senior Counsel with at least 15 years' experience advises in writing, a copy of which is provided to the Acquirer, that in their view an appeal would have no reasonable prospect of success).
- (b) Any costs incurred as a result of the operation of clause 3.5(a) are to be borne equally by the Target and the Acquirer.

3.6 Scheme voted down

Without limiting clause 3.4 or clause 3.5, if the Scheme is not approved by a majority in number of the Target Shareholders (other than Excluded Shareholders) present and voting (in person or by proxy, attorney or corporate representative) at the Scheme Meeting (headcount test), that fact will not of itself be treated as preventing the condition precedent in clause 3.1(c) from being satisfied, and the Target must, if counsel for the Acquirer has certified that there are reasonable prospects of success on such an application, do everything it reasonably can to obtain Court approval of the Scheme in accordance with section 411(4)(b) of the Corporations Act, and an order of the Court in accordance with section 411(4)(a)(ii)(B) of the Corporations Act that the headcount test need not be satisfied, and must consult and co-operate fully with Acquirer in that regard.

3.7 Termination on failure of condition precedent

- (a) If:
 - (i) the Scheme has not become Effective by the End Date; or
 - (ii) any event occurs which would, or in fact does, prevent a condition precedent being satisfied and that condition precedent is not waived by the Target or the Acquirer or both (as applicable) in accordance with clause 3.3,then, subject to clause 3.7(b), the Acquirer or the Target may terminate this deed without any liability to the other party because of that termination.
- (b) A party will not be entitled to terminate this deed under clause 3.7(a) if the relevant occurrence, or the failure of the satisfaction of a condition precedent, or of the Scheme becoming Effective, arises out of, or is substantially contributed to by:
 - (i) a breach of this deed by that party; or
 - (ii) a deliberate act or omission of that party.
- (c) Subject to any rights or obligations arising under clauses that are expressed to survive termination of this deed, on termination of this deed no party will have any rights against or obligations to any other party under this deed except for those rights and obligations which accrued before termination.

4. Transaction Steps

4.1 Scheme

The Target must propose the Scheme under which:

- (a) all of the Scheme Shares will be transferred to the Acquirer; and
- (b) the Scheme Shareholders will be entitled to receive the Scheme Consideration.

4.2 Scheme Consideration

The Acquirer undertakes to the Target (in its own right and as trustee on behalf of the Scheme Shareholders) that, in consideration of the transfer to the Acquirer of each Scheme Share under the terms of the Scheme, on the Implementation Date it will:

- (a) provide each Scheme Shareholder the Scheme Consideration; and
- (b) accept that transfer,

in accordance with the terms of the Scheme and Deed Poll.

4.3 Allotment and issue of New Acquirer Shares

- (a) Subject to the Scheme becoming Effective, the Acquirer must:
 - (i) allot and issue the New Acquirer Shares to Scheme Shareholders in accordance with the Scheme on terms such that each New Acquirer Share will rank equally in all respects with each existing Acquirer Share;
 - (ii) do everything reasonably necessary to ensure that the New Acquirer Shares are approved for official quotation on ASX and that trading in the New Acquirer Shares commences on an ordinary (T+2) settlement basis by the first Business Day after the Implementation Date; and
 - (iii) ensure that on issue, each New Acquirer Share will be fully paid and free from any mortgage, charge, lien, encumbrance or other security interest.
- (b) To facilitate the issue of the New Acquirer Shares to Scheme Shareholders, the Target must provide to the Acquirer, or procure the provision to the Acquirer of, a complete copy of the Target Share Register as at the Scheme Record Date (which must include the name, address and registered holding of each Scheme Shareholder as at the Scheme Record Date), within 2 Business Days after the Scheme Record Date. The details and information to be provided under this clause must be provided in such form as the Acquirer, its Representatives or share registry may reasonably require.
- (c) The Acquirer will not issue any New Acquirer Shares to Foreign Scheme Shareholders, and instead will issue the New Acquirer Shares that would otherwise have been issued to the Foreign Scheme Shareholders to a nominee appointed by the Acquirer. The Acquirer will procure that the nominee sell those New Acquirer Shares on-market and remit the proceeds from that sale (after deducting any selling costs and taxes) to the Acquirer. The Acquirer will then remit the proceeds it receives to the Foreign Scheme Shareholders in accordance with their entitlement.
- (d) Any fractional entitlement of a Scheme Shareholder to Scheme Consideration:
 - (i) which is 0.5 or greater will be rounded up to the nearest whole number of New Acquirer Shares; and
 - (ii) which is less than 0.5 will be rounded down to the nearest whole number of New Acquirer Shares.

4.4 Target Options

- (a) As soon as reasonably practicable after the date of this deed but in any event within 20 Business Days of that date, the Target must use all reasonable endeavours to obtain the written agreement of each person who is a holder of the Target Options to have their options cancelled, with effect from the Implementation Date, for consideration to be approved by the Acquirer and subject to all other holders of the Target Options agreeing

to have their Target Options cancelled. The form of agreement to be used for this purpose must be acceptable to the Acquirer acting reasonably.

- (b) Without limiting this clause 4.4, the Target must cause all outstanding Target Options to:
 - (i) be exercised or expire in accordance with their existing terms as at the date of this deed by no later than the Business Day before the Second Court Date; or
 - (ii) to the extent the Target Options are not exercised or expired before the Second Court Date, be cancelled in accordance with a Target Options Cancellation Deed with effect by no later than the Implementation Date.
- (c) If, within 20 Business Days of the date of this deed, the Target has not obtained the agreement of each person who is a holder of the Target Options to have their options cancelled in accordance with clause 4.4(a), the Target and the Acquirer agree to delay the timetable for the Scheme to a date that results in the Record Date being after the date that is ten (10) Business Days after the last for exercising the Target Options.

5. Implementation

5.1 Target's obligations

The Target must take all necessary steps to propose and (subject to all of the conditions in clause 3.1 being satisfied or waived in accordance with their terms) implement the Scheme as soon as is reasonably practicable and, without limiting the foregoing, must use reasonable endeavours to ensure that each step in the Timetable is met by the date set out beside that step (and must consult with the Acquirer on a regular basis about its progress in that regard), including by doing any acts it is authorised and able to do on behalf of the Target Shareholders and each of the following.

- (a) **(Preparation of Explanatory Booklet)** Prepare the Explanatory Booklet in accordance with clause 5.3.
- (b) **(Confirmation of the Target Information)** Before the Explanatory Booklet is provided to ASIC under section 411(2) of the Corporations Act and again before the Explanatory Booklet is despatched to the Target Shareholders, either:
 - (i) confirm in writing to the Acquirer that the Target Information in the form and context in which it appears in the Explanatory Booklet is not misleading or deceptive in any material respect and does not contain any material omission; or
 - (ii) make the changes required to ensure that the Target Information in the form and context in which it appears in the Explanatory Booklet is not misleading or deceptive in any material respect and does not contain any material omission.
- (c) **(Regulatory notifications)** In relation to the Regulatory Approvals, lodge with any Regulatory Authority within the relevant time periods all documentation and filings required by law to be so lodged by the Target in relation to the Scheme.
- (d) **(Independent Expert)** Appoint the Independent Expert and provide all assistance and information reasonably requested by the Independent Expert to enable the Independent Expert to prepare the Independent Expert's Report as soon as practicable (but ensuring that clause 5.1(v) is complied with in briefing the Independent Expert).
- (e) **(Consult with the Acquirer on ancillary documents)** Consult with the Acquirer as to the content and presentation of all relevant originating process, affidavits, submissions and draft minutes of Court orders and other civil procedure documents to be filed with the Court in connection with the Scheme, such consultation to include allowing the Acquirer a reasonable opportunity to review and make comments on drafts of those documents, consider in good faith, for the purpose of amending those drafts, comments from the Acquirer and its Representatives on those drafts, and provide the Acquirer with copies of any correspondence with ASIC and ASX in connection with the Scheme (and an opportunity to comment on drafts of any substantive written communications to ASIC or ASX).

- (f) **(approval of draft for ASIC)** As soon as reasonably practicable after the preparation of an advanced draft of the Explanatory Booklet suitable for review by ASIC, procure that a meeting of the Target Board, or of a committee of the Target Board appointed for the purpose, is held to consider approving that draft as being in a form appropriate for provision to ASIC for its review and approval for the purposes of section 411(2) of the Corporations Act.
- (g) **(liaison with ASIC)** As soon as reasonably practicable after the date of this deed:
 - (i) provide an advanced draft of the Explanatory Booklet, in a form approved in accordance with this deed to ASIC for its review and approval for the purposes of section 411(2) of the Corporations Act; and
 - (ii) liaise with ASIC during the period of its consideration of that draft of the Explanatory Booklet and keep the Acquirer reasonably informed of any matters raised by ASIC in relation to the Explanatory Booklet and use reasonable endeavours, in consultation with Acquirer, to resolve any such matters.
- (h) **(approval of Explanatory Booklet)** As soon as reasonably practicable after the conclusion of the review by ASIC of the Explanatory Booklet, procure that a meeting of the Target Board, or of a committee of the Target Board appointed for the purpose, is held to consider approving the Explanatory Booklet for despatch to the Target Shareholders, subject to orders of the Court under section 411(1) of the Corporations Act.
- (i) **(Section 411(17)(b) statement)** Apply to ASIC for a statement under section 411(17)(b) of the Corporations Act that ASIC has no objection to the Scheme.
- (j) **(first Court hearing)** Apply to the Court under section 411(1) of the Corporations Act for orders directing Target to convene the Scheme Meeting.
- (k) **(ASIC registration)** Request ASIC to register under section 412(6) of the Corporations Act the explanatory statement for the Scheme as contained in the Explanatory Booklet, in the form approved by the Court.
- (l) **(Scheme Meeting)** Use all reasonable endeavours necessary to comply with the orders of the Court including, as required, despatching the Explanatory Booklet to the Target Shareholders and convening and holding the Scheme Meeting.
- (m) **(Proxy reports)** Cause the Target Registry to report to it and Acquirer on the status of proxy forms received by the Target Registry for the Scheme Meeting, at 15 Business Days before the Scheme Meeting, at each subsequent Business Day up to the deadline for receipt of proxy forms and at such deadline, and provide such other information as it may receive concerning the voting intentions of the Target Shareholders to Acquirer.
- (n) **(Court approval)** Subject to all conditions precedent in clause 3.1 (other than that in clause 3.1(d)) being satisfied or waived in accordance with this deed, apply to the Court for orders approving the Scheme, and consult with the Acquirer as to the content of all relevant affidavits, submissions and draft minutes of Court orders.
- (o) **(Court order)** Lodge with ASIC an office copy of any Court order approving the Scheme on the Business Day following such order being made (or such later date as Acquirer may agree in writing).
- (p) **(Cancellation of the Target Options)** Procure the grant by ASX of a waiver from Listing Rule 6.23.2, if required, to allow for the cancellation of all the Target Options.
- (q) **(Third Party Consents)** The Target must consult with the Acquirer concerning Third Party Consents and use its best endeavours to obtain any Third Party Consents. The Target must involve the Acquirer in meetings or discussions with Third Parties relating to the obtaining of Third Party Consents and keep the Acquirer informed of progress in obtaining any such Third Party Consents (and must do everything it can to ensure that the relevant counterparties provide information promptly as to how they propose to exercise their rights and keep the Acquirer informed of all such information) and assist the Acquirer generally in relation to matters required for the implementation of the Scheme, and consult with the Acquirer in relation to the foregoing.

- (r) **(Implementation of Scheme)** If the Scheme is approved by the Court:
 - (i) subject to the Listing Rules, lodge with ASIC an office copy of the orders approving the Scheme in accordance with section 411(10) of the Corporations Act, within the timeframe contemplated by the Timetable;
 - (ii) procure ASX to suspend trading in the Target Shares from the close of trading on the Effective Date;
 - (iii) with effect from the Scheme Record Date, determine the identity of Scheme Shareholders and their entitlements to the Scheme Consideration;
 - (iv) subject to the Acquirer satisfying its obligations under clause 4.2 execute proper instruments of transfer of the Scheme Shares on behalf of the Scheme Shareholders and procure the registration in the Target Share Register of all transfers of Scheme Shares to the Acquirer under those instruments on the Implementation Date;
 - (v) use its best endeavours to ensure that the termination of official quotation and removal of the Target from the official list of the ASX does not occur until after the Implementation Date; and
 - (vi) do all other things contemplated by or necessary to give effect to the Scheme and the orders of the Court approving the Scheme.
- (s) **(Regulatory notifications)** In relation to the Regulatory Approvals, lodge with any Regulatory Authority within the relevant time periods all documentation and filings required by law to be so lodged by the Target in relation to the Scheme.
- (t) **(Acquirer Information)** Without the prior written consent of the Acquirer, not use the Acquirer Information for any purposes other than those expressly contemplated by this deed or the Scheme.
- (u) **(Compliance with laws)** Do everything reasonably within its power to ensure that the Scheme are effected in accordance with all applicable laws and regulations.
- (v) **(Presentation of information to the Independent Expert)** Allow the Acquirer such opportunities as it reasonably requests (and equal opportunity with the Target) to present to the Independent Expert in relation to its business, to assist the Independent Expert's understanding of those matters, and, to the extent any parts of the Independent Expert's Report are made available for review, provide those to the Acquirer and convey the Acquirer's comments to the Independent Expert (and enable the Acquirer to meet with the Independent Expert), and ensure that the Independent Expert is briefed in a manner which is balanced and fair to the Acquirer. The Target must ensure that the Acquirer receives equal access with the Target in briefing the Independent Expert. Any correspondence with the Independent Expert must be copied to all parties.

5.2 Acquirer's obligations

The Acquirer must take all necessary steps to facilitate the Scheme as soon as is reasonably practicable and, without limiting the foregoing, must use reasonable endeavours to ensure that each step in the Timetable is met by the date set out beside that step (and must consult with the Target on a regular basis about its progress in that regard), including by doing each of the following:

- (a) **(Acquirer Information)** Prepare and provide to Target the Acquirer Information for inclusion in the Explanatory Booklet to comply with all applicable laws, including the Corporations Act, RG 60 and the Listing Rules relevant to the Acquirer Information and consult with Target as to the content and presentation of the Acquirer Information in the Explanatory Booklet, such consultation to include allowing the Target a reasonable opportunity to review and make comments on successive drafts of the Acquirer Information before lodgement of the Explanatory Booklet with ASIC.
- (b) **(Regulatory notifications)** In relation to the Regulatory Approvals, lodge with any Regulatory Authority within the relevant time periods all documentation and filings required by law to be so lodged by the Acquirer in relation to the Scheme.

- (c) **(Assist Independent Expert)** Promptly provide all assistance and information reasonably requested by the Independent Expert to enable it to prepare the Independent Expert's Report as soon as practicable.
- (d) **(ASX quotation)** Do everything reasonably necessary to ensure that the New Acquirer Shares are approved for official quotation on ASX and that trading in the New Acquirer Shares commences by the first Business Day after the Implementation Date.
- (e) **(Review drafts of Explanatory Booklet)** As soon as practicable after delivery, review drafts of the Explanatory Booklet prepared by Target and provide any comments on those drafts, with this review to incorporate a review of any parts of the Independent Expert's Report that have been supplied for review.
- (f) **(Confirmation of the Acquirer Information)** Before the Explanatory Booklet is provided to ASIC under section 411(2) of the Corporations Act and again before the Explanatory Booklet is despatched to the Target Shareholders, either:
 - (i) confirm in writing to Target that the Acquirer Information in the form and context in which it appears in the Explanatory Booklet is not misleading or deceptive in any material respect and does not contain any material omission; or
 - (ii) provide to Target the changes required to ensure that the Acquirer Information in the form and context in which it appears in the Explanatory Booklet is not misleading or deceptive in any material respect and does not contain any material omission.
- (g) **(Deed Poll)** Before the First Court Date, enter into the Deed Poll and deliver it to the Target. If the Scheme becomes Effective, discharge its obligations under and in accordance with the Deed Poll.
- (h) **(Court representation)** If requested by the Target or if the Acquirer acting reasonably considers it necessary or appropriate, procure that it is represented by counsel at the Court hearings convened for the purpose of sections 411(1) and 411(4)(b) of the Corporations Act, at which, through its counsel or solicitors, Acquirer will undertake (if requested by the Court) to do all such things and take all such steps within its power as may be reasonably necessary in order to ensure the fulfilment of its obligations under this deed, the Scheme and the Deed Poll.
- (i) **(Cancellation of the Target Options)** Promptly enter into any written agreement arranged by the Target under clause 4.4(a) in the form agreed between the Target and the Acquirer (which will be conditional on the Scheme becoming Effective and on all holders of the Target Options entering into equivalent deeds before the Second Court Date).
- (j) **(Target Information)** Without the prior written consent of the Target, not use the Target Information for any purposes other than those expressly contemplated by this deed or the Scheme.
- (k) **(Scheme Consideration)** If the Scheme becomes Effective, provide the Scheme Consideration in the manner and amount contemplated by clause 4.2 on the Implementation Date and apply for the New Acquirer Shares issued to Scheme Shareholders to be officially quoted on ASX.
- (l) **(Compliance with laws)** Do everything reasonably within its power to ensure that the Scheme are effected in accordance with all applicable laws and regulations.

5.3 Explanatory Booklet - preparation principles

- (a) As soon as reasonably practicable after the date of this deed and substantially in accordance with the Timetable, the Target must prepare the Explanatory Booklet in compliance with:
 - (i) all applicable laws, in particular with the Corporations Act, RG 60 and the Listing Rules; and
 - (ii) this clause 5.3.

- (b) The Explanatory Booklet will include:
 - (i) the terms of the Scheme;
 - (ii) the notice of Scheme Meeting and any other notice of meeting in respect of any resolution that is necessary, expedient or incidental to give effect to the Scheme, together with a sample proxy form for the Scheme Meeting;
 - (iii) the Target Information;
 - (iv) the Acquirer Information;
 - (v) a summary of this deed;
 - (vi) a copy of the executed Deed Poll; and
 - (vii) a copy of the Independent's Expert Report.
- (c) The Explanatory Booklet must include a statement that:
 - (i) other than the Acquirer Information and the Independent Expert's Report, the Explanatory Booklet has been prepared by the Target and is the responsibility of the Target, and that no Acquirer Party assumes any responsibility for the accuracy or completeness of the Explanatory Booklet (other than the Acquirer Information);
 - (ii) the Acquirer Information has been provided by the Acquirer and is the responsibility of the Acquirer, and that no Target Party assumes any responsibility for the accuracy or completeness of Acquirer Information; and
 - (iii) the information regarding the risks of the Merged Group has been prepared by the Acquirer and the Target and is their joint responsibility.
- (d) The Explanatory Booklet must include information on the Target Directors' recommendations in connection with the Scheme in compliance with paragraph 8301 of Schedule 8 to the Corporations Regulations.
- (e) The Target must make available to the Acquirer drafts of the Explanatory Booklet (including any part of the draft of the Independent Expert's Report that has been made available to Target), consult with the Acquirer in relation to the content of those drafts, and consider in good faith, for the purpose of amending those drafts, comments from the Acquirer on those drafts, such consultation to include allowing the Acquirer a reasonable opportunity to review and make comments on successive drafts of the Target Information before lodgement of the Explanatory Booklet with ASIC. The Acquirer acknowledges and agrees that the Target has ultimate discretion with respect to the preparation, form and content of the Explanatory Booklet, other than as expressly provided in this deed with respect to the Acquirer Information.
- (f) The Target must seek approval from the Acquirer for the form and context in which the Acquirer Information appears in the Explanatory Booklet, which approval the Acquirer must not unreasonably withhold or delay, and the Target must not lodge the Explanatory Booklet with ASIC until such approval is obtained from the Acquirer.
- (g) The Target must take all reasonable steps to ensure that the Explanatory Booklet (other than the Acquirer Information) is not misleading or deceptive in any material respect (whether by omission or otherwise) as at the date it is despatched to the Target Shareholders.
- (h) The Acquirer must take all reasonable steps to ensure that the Acquirer Information is not misleading or deceptive in any material respect (whether by omission or otherwise) as at the date on which the Explanatory Booklet is despatched to the Target Shareholders.
- (i) The Acquirer and the Target must jointly take all reasonable steps to ensure that the information regarding the risks of the Merged Group is not misleading or deceptive in any material respect (whether by omission or otherwise) as at the date on which the Explanatory Booklet is despatched to the Target Shareholders.
- (j) The Target must provide to the Acquirer all such further or new information of which Target becomes aware that arises after the Explanatory Booklet has been despatched until the date of the Scheme Meeting where this is or may be necessary to ensure that the

Explanatory Booklet continues to comply with the Corporations Act, RG 60 and the Listing Rules.

- (k) The Acquirer must provide to the Target all such further or new information of which the Acquirer becomes aware that arises after the Explanatory Booklet has been despatched until the date of the Scheme Meeting where this is or may be necessary to ensure that the Acquirer Information continues to comply with the Corporations Act, RG 60 and the Listing Rules.
- (l) The Target and the Acquirer each agree that the efficient preparation of the Explanatory Booklet and the implementation of the Scheme are in the interests of the Target Shareholders and the Acquirer and that they will use all reasonable endeavours and utilise all necessary resources (including management resources and the resources of external advisers) to comply with their respective obligations under this clause 5.3 and to implement the Scheme as soon as reasonably practicable and substantially in accordance with the Timetable.

5.4 Conduct of the Target business

- (a) Subject to clause 5.6, from the date of this deed up until and including the Implementation Date, the Target must ensure that the Target and the other members of the Target Group:
 - (i) conduct their businesses in the ordinary course and substantially (subject to any applicable laws, regulations and Regulatory Approvals) in the manner in which each such business and operation has been conducted in the 9 month period before the date of this deed and in compliance in all material respects with all applicable laws, regulations and Regulatory Approvals;
 - (ii) make all reasonable efforts to:
 - (A) keep available the services of their officers and employees; and
 - (B) preserve their relationships with Regulatory Authorities, ratings agencies, customers, suppliers, landlords, trade unions, licensors, licensees and others with whom they have business dealings;
 - (iii) do not waive any non-compete rights against any member of the Target Group's executives;
 - (iv) do not enter or agree to enter into any agreement in respect of the employment or engagement of a person as a senior executive;
 - (v) do not enter any lines of business or other activities in which members of the Target Group are not engaged at the date of this deed;
 - (vi) respond to any reasonable request from Acquirer and its Representatives (including in response to requests for information from stock exchanges and Regulatory Authorities) for information concerning the Target Group and its business and operations;
 - (vii) provide the Acquirer and its Representatives reasonable access to officers and employees, offices and other facilities, and books and records of members of the Target Group, and otherwise provide reasonable co-operation to the Acquirer and its Representatives, for the purpose of doing all things necessary or desirable under this deed or in connection with the Scheme (including compliance with any regulatory or stock exchange reporting requirements), any financing undertaken by the Acquirer in connection with the Scheme and any plans for the integration of the Target Group with the Acquirer following the Implementation Date; and
 - (viii) do not conduct any form of equity or debt raising, or issue any shares or other securities, without the prior written consent of the Acquirer, which must not be unreasonably withheld (other than an issue of Acquirer Shares pursuant to the conversion of convertible securities or options that have been issued prior to the date of this deed).
- (b) Nothing in this clause 5.4 requires the Target to provide the Acquirer with any information:
 - (i) in breach of an obligation of confidentiality to any person;

- (ii) of a commercially sensitive nature, except under clause 5.4(a); or
- (iii) concerning the consideration of the Scheme by the Target Board or the Target management,

or to provide access or co-operation to the extent it would result in a disruption to any material aspects of the Target Group's businesses and operations.

5.5 Conduct of Acquirer business

- (a) Subject to clause 5.6, from the date of this deed up until and including the Implementation Date, the Acquirer must:
 - (i) conduct its business in the ordinary course and substantially (subject to any applicable laws, regulations and Regulatory Approvals) in the manner in which each such business and operation has been conducted in the 9 month period before the date of this deed and in compliance in all material respects with all applicable laws, regulations and Regulatory Approvals;
 - (ii) make all reasonable efforts to:
 - (A) keep available the services of its officers and employees; and
 - (B) preserve its relationships with Regulatory Authorities, ratings agencies, customers, suppliers, landlords, trade unions, licensors, licensees and others with whom they have business dealings;
 - (iii) not waive any non-compete rights against the Acquirer's executives;
 - (iv) not enter or agree to enter into any agreement in respect of the employment or engagement of a person as a senior executive;
 - (v) not enter any lines of business or other activities in which the Acquirer is not engaged at the date of this deed;
 - (vi) respond to any reasonable request from Target and its Representatives (including in response to requests for information from stock exchanges and Regulatory Authorities) for information concerning the Acquirer and its business and operations; and
 - (vii) provide Target and its Representatives reasonable access to officers and employees, offices and other facilities, and books and records of the Acquirer, and otherwise provide reasonable co-operation to Target and its Representatives, for the purpose of doing all things necessary or desirable under this deed or in connection with the Scheme (including compliance with any regulatory or stock exchange reporting requirements), and any plans for the integration of the Target Group with the Acquirer following the Implementation Date; and
 - (viii) not conduct any form of equity or debt raising, or issue any shares or other securities, without the prior written consent of the Target, which must not be unreasonably withheld (other than an issue of Acquirer Shares pursuant to the conversion of convertible securities or options that have been issued prior to the date of this deed).
- (b) Nothing in this clause 5.5 requires the Acquirer to provide the Target with any information:
 - (i) in breach of an obligation of confidentiality to any person;
 - (ii) of a commercially sensitive nature, except under clause 5.5(a); or
 - (iii) concerning the consideration of the Scheme by the Acquirer Board or Acquirer management,

or to provide access or co-operation to the extent it would result in a disruption to any material aspects of the Acquirer's business and operations.

5.6 Permitted activities

- (a) The obligations of the Target or the Acquirer under clauses 5.4 and 5.5 respectively, do not apply in respect of any matter:
 - (i) required to be done or procured by the Target or the Acquirer, as the case may be, under, or which is otherwise contemplated by this deed or the Scheme;
 - (ii) subject to clause 5.6(b), Fairly Disclosed:
 - (A) in the case of Target, either in the Target Due Diligence Material on or before the Disclosure Cut-off Date or in the Target Disclosure Letter; and
 - (B) in the case of Acquirer, either in the Acquirer Due Diligence Material on or before the Disclosure Cut-off Date or in the Acquirer Disclosure Letter or the HoA Acquirer Disclosure Letter,as being actions that the Target Group or the Acquirer, as the case may be, may carry out between the date of this deed and the Implementation Date; or
 - (iii) the undertaking of which:
 - (A) in the case of the Target, the Acquirer; and
 - (B) in the case of the Acquirer, the Target,has approved in writing (which approval must not be unreasonably withheld or delayed).
- (b) The Target and the Acquirer must, in respect of any matter referred to in clause 5.6(a)(ii) above that it proposes to undertake:
 - (i) if the Target Due Diligence Material, the Target Disclosure Letter, the Acquirer Due Diligence Material, the Acquirer Disclosure Letter or the HoA Acquirer Disclosure Letter, as the case may be, permits the carrying out of the action only in accordance with certain conditions, ensure those conditions are met;
 - (ii) not undertake that matter (or commit to undertake that matter) without first consulting with:
 - (A) in the case of the Target, the Acquirer; and
 - (B) in the case of the Acquirer, the Target; and
 - (iii) promptly provide the Acquirer or the Target, as the case may be, with any information regarding the matter reasonably requested by the other party.

For the avoidance of doubt, clause 5.6(b) does not operate to provide the Acquirer or the Target, as the case may be, with a veto right in respect of any matter referred to in clause 5.6(a)(ii).

5.7 Target Board Recommendations and Intentions

- (a) The parties acknowledge that the Joint Public Announcement will state that the Target Board:
 - (i) unanimously considers the Scheme to be in the best interests of the Target Shareholders; and
 - (ii) recommends that the Target Shareholders approve the Scheme Resolution, in each case in the absence of a Superior Proposal for the Target and subject to the Independent Expert's Report concluding that the Scheme is in the best interests of the Target Shareholders (**Recommendation**).
- (b) The Target represents and warrants that the Target Board and each of the Target Directors will:
 - (i) not withdraw the statements and recommendations set out in the Joint Public Announcement;

- (ii) in the Explanatory Booklet, state that the Target Board unanimously considers the Scheme to be in the best interests of the Target Shareholders and unanimously recommends that the Target Shareholders approve the Scheme Resolution, in the absence of a Superior Proposal for Target, and will not withdraw those statements or recommendations once made; and
 - (iii) not make any public statement to the effect, or take any other action that suggests, that the Scheme is no longer so considered or recommended,
- unless any of the following occur:
- (iv) the Independent Expert concludes in the Independent Expert's Report (either initially or in any updated report) that the Scheme is not in the best interests of the Target Shareholders;
 - (v) the Target receives a Competing Proposal and, subject to Target complying with clause 10.6, a majority of the Target Board determines that the Competing Proposal constitutes a Superior Proposal and any Target Director, after considering the matter in good faith, no longer considers the Scheme to be in the best interests of the Target Shareholders;
 - (vi) an Acquirer Material Adverse Change occurs; or
 - (vii) an Acquirer Prescribed Occurrence occurs.
- (c) The Target must ensure that the Joint Public Announcement and the Explanatory Booklet state that each Target Director intends to cause any Target Shares in which they have a relevant interest to be voted in favour of the Scheme Resolution (**Voting Intention**), which statement must not be qualified in any way other than by words to the effect of 'in the absence of a Superior Proposal and subject to the Independent Expert concluding (and continuing to conclude) that the Scheme is in the best interests of the Target Shareholders'.
 - (d) The Acquirer acknowledges that each Target Director may, at any time after the date of this deed, publicly (or otherwise) withdraw, change or in any way qualify their Voting Intention if:
 - (i) a Superior Proposal is made;
 - (ii) the Independent Expert concludes in the Independent Expert's Report (either initially or in any updated report) that the Scheme is not in the best interests of Target Shareholders;
 - (iii) an Acquirer Material Adverse Change occurs; or
 - (iv) an Acquirer Prescribed Occurrence occurs.
 - (e) The Target represents and warrants to the Acquirer that each Target Director has confirmed their agreement not to do anything inconsistent with their Voting Intention (including withdrawing, changing, or in any way qualifying their Recommendation or Voting Intention) other than in circumstances referred to in clauses 5.7(c) and 5.7(d).

5.8 Acquirer statement of support

The Acquirer must ensure that any public announcement or disclosure made by the Acquirer after the date of this deed in relation to the Scheme contains a statement that its directors unanimously support the Scheme in the absence of a Superior Proposal involving the Acquirer.

5.9 Integration Committee

- (a) From the date of the announcement of the Scheme the parties agree to form an operational integration committee (**Integration Committee**) to facilitate and plan for the Scheme and integration of the businesses of the Target Group with the business of the Acquirer following the Implementation Date. The Integration Committee will comprise 2 members of the management of each of the Target and the Acquirer and such other persons as Neil Gibbins and Raymond Shorrocks may agree from time to time.

- (b) The Integration Committee will meet (in person or by telephone) as and when deemed necessary from the date of this deed until the Scheme is fully implemented.
- (c) The Integration Committee will consider all matters relevant to implementing the Scheme, including the following:
 - (i) the structure and timetable for accomplishing the Scheme;
 - (ii) integration planning issues;
 - (iii) employee share options and superannuation funds;
 - (iv) communication strategies, including with ASX, employees, shareholders and other stakeholders of each party and the media; and
 - (v) consultation with appropriate Regulatory Authority in relation to any Regulatory Approvals.
- (d) Without limiting clause 5.9(c), the Target must procure that its members of the Integration Committee provide to the Acquirer's members of the Integration Committee all such input and assistance as those members may reasonably require or reasonably request with respect to the development of the Acquirer's merger integration plan.

6. Actions on and following Implementation Date

6.1 Reconstitution of the board of each member of Target Group

- (a) On the Implementation Date, but subject to the Scheme Consideration having been provided in full to Scheme Shareholders and receipt by the Target of signed consents to act, the Target must take all actions necessary (and in accordance with the constitution of the Target Group Member, the Corporations Act and the Listing Rules) to reconstitute the Target Board and the board of each subsidiary of the Target in accordance with the directions of the Acquirer.
- (b) Without limiting clause 6.1(a), on the Implementation Date, subject to receipt by the Target of written notices of resignation to the effect that the Outgoing Target Directors have no claim outstanding against any member of the Target Group in respect of their roles as directors of the Target, but not otherwise in respect of their entitlements (if any) as employees, the Target must procure that:
 - (i) all Outgoing Target Directors resign from the Target Board; and
 - (ii) all Outgoing Target Directors of each subsidiary of the Target resigns from their office.

6.2 Appointment of Target nominees to the Acquirer Board

On the Implementation Date, but subject to the Scheme Consideration having been provided in full to Scheme Shareholders and receipt by Acquirer of signed consents to act, the Acquirer must take all actions necessary (and in accordance with the constitution of the Acquirer, the Corporations Act and the Listing Rules) to:

- (a) appoint Mr Raymond Shorrocks and Mr Greg Columbus, being the persons nominated by the Target, as new directors of the Acquirer; and
- (b) recommend Mr Raymond Shorrocks and Mr Greg Columbus for election at the first general meeting of the Acquirer's shareholders following the Implementation Date.

6.3 Resignation of outgoing Acquirer Directors

On the Implementation Date, but subject to:

- (a) the appointment of Target nominees in accordance with clause 6.2; and
- (b) the receipt by the Acquirer of written notices of resignation to the effect that the Outgoing Target Directors have no claim outstanding against the Acquirer,

the Acquirer must procure that Nick Smart and Ian Howarth resign as directors of the Acquirer Board.

6.4 Sequence of actions on the Implementation Date

On the Implementation Date, the transactions which form part of the Scheme will be implemented in the following sequence:

- (a) the Acquirer will provide the Scheme Consideration in accordance with the Scheme;
- (b) the Target Board and the board of each subsidiary of the Target will be reconstituted in accordance with clause 6.1;
- (c) the Acquirer Board will be reconstituted in accordance with clauses 6.2 and 6.3;
- (d) the Acquirer will acquire all of the Scheme Shares;
- (e) all the Target Options will be cancelled; and
- (f) the Acquirer will provide the consideration to those holders of Target Options with whom Acquirer has entered into a Target Options Cancellation Deed.

6.5 Arrangements post-Implementation Date

The parties agree that following implementation of the Scheme:

- (a) Neil Gibbins will remain as Managing Director of the Acquirer;
- (b) the Acquirer will remain headquartered in Adelaide; and
- (c) all current employees of the Acquirer and Target will be retained pending a review of the Acquirer's operations in due course.

7. Representations and Warranties

7.1 Acquirer Representations and Warranties

- (a) The Acquirer represents and warrants to the Target (in its own right and separately as trustee or nominee for each of the other Target Parties) that each Acquirer Representation and Warranty is true and correct.
- (b) Each Acquirer Representation and Warranty is subject to matters required or permitted to be done by this deed and to matters:
 - (i) Fairly Disclosed in the Acquirer Disclosure Letter or the HoA Acquirer Disclosure Letter;
 - (ii) Fairly Disclosed on or before the Disclosure Cut-off Date in the Acquirer Due Diligence Materials;
 - (iii) Fairly Disclosed in announcements issued by Acquirer on ASX in the 9 month period ending on the Disclosure Cut Off Date (unless such event, circumstance, matter or information was not reasonably apparent from such filings with ASX); or
 - (iv) that are within the actual knowledge of the Acquirer as at the date of this deed (and for these purposes the knowledge that there is a risk of a matter happening does not constitute knowledge that a matter will in fact occur, except to the extent that it could reasonably be foreseeable or expected that the matter would occur, having regard to facts, matters, circumstances, occurrences or events, including those set out in clauses 7.1(b)(i) to 7.1(b)(iii) (inclusive) above.

7.2 Target Representations and Warranties

- (a) The Target represents and warrants to the Acquirer (in its own right and separately as trustee or nominee for each of the other Acquirer Parties) that each Target Representation and Warranty is true and correct.

- (b) Each Target Representation and Warranty is subject to matters required or permitted to be done by this deed and to matters:
 - (i) Fairly Disclosed in the Target Disclosure Letter;
 - (ii) Fairly Disclosed on or before the Disclosure Cut-off Date in the Target Due Diligence Materials; or
 - (iii) Fairly Disclosed in announcements issued by Target on ASX in the 9 month period ending on the Disclosure Cut Off Date (unless such event, circumstance, matter or information was not reasonably apparent from such filings with ASX); or
 - (iv) that are within the actual knowledge of the Target as at the date of this deed (and for these purposes the knowledge that there is a risk of a matter happening does not constitute knowledge that a matter will in fact occur, except to the extent that it could reasonably be foreseeable or expected that the matter would occur, having regard to facts, matters, circumstances, occurrences or events, including those set out in clauses 7.2(b)(i) to 7.2(b)(iii) (inclusive) above.

7.3 Timing of representations and warranties

Unless expressed to be given at a particular time (in which case it is given at that time), each Acquirer Representation and Warranty and each Target Representation and Warranty is given:

- (a) at the date of this deed; and
- (b) at all times up until 8.00am on the Second Court Date.

7.4 Survival of representations

Each Acquirer Representation and Warranty and Target Representation and Warranty:

- (a) is severable; and
- (b) survives the termination of this deed (but does not survive, and will be taken to have no further force or effect following implementation of the Scheme).

8. Releases

8.1 Target Parties

- (a) Without limiting Acquirer's rights under clause 12, the Acquirer releases all rights against and agrees with the Target that it will not make a Claim against, any Target Party (other than the Target) in connection with:
 - (i) the Target's execution or delivery of this deed;
 - (ii) any breach of any representation, covenant and warranty of the Target in this deed;
 - (iii) the implementation of the Scheme; or
 - (iv) any disclosure made by any Target Party including in the Target Due Diligence Material or the Target Disclosure Letter that contains any statement which is false or misleading whether in content or by omission,except to the extent the relevant Target Party has not acted in good faith or has engaged in wilful misconduct.
- (b) This clause is subject to any Corporations Act restriction and will (if and to the extent required) be read down accordingly. The Target receives and holds the benefit of this clause as trustee for each other Target Party.

8.2 Acquirer Parties

- (a) Without limiting the Target's rights under clause 12, the Target releases its rights against, and agrees with Acquirer that it will not make a Claim against, any Acquirer Party (other than the Acquirer) in connection with:
- (i) the Acquirer's execution or delivery of this deed;
 - (ii) any breach of any representation, covenant and warranty of the Acquirer in this deed;
 - (iii) the implementation of the Scheme; or
 - (iv) any disclosure made by the Acquirer Party including in the Acquirer Due Diligence Material or the Acquirer Disclosure Letter that contains any statement which is false or misleading whether in content or by omission,
- except to the extent that the relevant Acquirer Party has not acted in good faith or has engaged in wilful misconduct.
- (b) This clause is subject to any Corporations Act restriction and will (if and to the extent required) be read down accordingly. The Acquirer receives and holds the benefit of this clause as trustee for each other Acquirer Party.

8.3 Directors' and officers' insurance

The Acquirer acknowledges that the Target will:

- (a) prior to the Effective Date, arrange for the cover currently provided under its directors' and officers' insurance policy (**Policy**) to be extended for a further period of 12 months; and
- (b) by no later than the Implementation Date, to the extent practicable at normal commercial rates, arrange for the cover provided under the Policy to be amended so as to provide run off cover in accordance with the terms of the Policy for a 7 year period from the end of the term of the Policy, and pay all premiums required so as to ensure that insurance cover is provided under the Policy on those terms until that date.

8.4 Obligations in relation to directors' and officers' insurance

From the Implementation Date, the Target must not:

- (a) vary or cancel the Policy; or
- (b) unless required under the Policy, commit any act or omission that may prejudice any claim by a director or officer of the Target under the Policy as extended under clause 8.3(b) above.

Nothing in clauses 8.3 or 8.4 shall require the Acquirer or the Target to incur any additional premium after the Implementation Date or require Target to not fulfil its contractual obligations under the Policy.

9. Public Announcements

9.1 Announcement of the Scheme

Immediately after the execution of this deed, the parties must each issue the Joint Public Announcement.

9.2 Other public announcements

Subject to clause 9.3, prior to making any public announcement or disclosure of or in relation to the Scheme or any other transaction the subject of this deed or the Scheme each party must use its reasonable endeavours to consult with the other party as to, and seek to agree with the other party (each party acting reasonably and in good faith), the timing, form and content of that announcement or disclosure.

9.3 Required announcement

Where a party is required by applicable law, the Listing Rules or any other applicable stock exchange regulation to make any announcement or to make any disclosure in connection with the Scheme or any other transaction the subject of this deed or the Scheme, it may do so but must use reasonable endeavours, to the extent practicable and lawful, to consult with the other party before making the relevant disclosure and must give the other party as much notice as reasonably practical.

9.4 Statements on termination

The parties must act in good faith and use all reasonable endeavours to issue agreed statements in respect of any termination of this deed and, to that end but without limitation, clauses 9.2 and 9.3 apply to any such statements or disclosures.

10. Exclusivity

10.1 Termination of existing discussions

Each party warrants that, as at the time of execution of this deed, it is not, and must ensure that none of its Representatives are, in any negotiations or discussions, and that it has, and its Representatives have, ceased any existing negotiations or discussions, in respect of any Competing Proposal (or which may reasonably be expected to lead to a Competing Proposal) with any person.

10.2 No shop restriction

During the Exclusivity Period, except with the prior written consent of the other party, each party must not, and must ensure that none of its Representatives or agents, directly or indirectly solicit, invite, encourage or initiate any Competing Proposal or any enquiries, negotiations or discussions with any Third Party in relation to, or that may reasonably be expected to lead to, a Competing Proposal, or communicate any intention to do any of those things.

10.3 No talk restriction

During the Exclusivity Period, each party (where applicable, the **Restricted Party**) must not, and must ensure that none of its Representatives or agents, (whether directly or indirectly) enter into, continue or participate in negotiations or discussions with, or enter into any agreement or understanding with, any Third Party in relation to, or that may reasonably be expected to lead to, a Competing Proposal, even if:

- (a) the Competing Proposal was not directly or indirectly solicited, invited, encouraged or initiated by the Restricted Party; or
- (b) the Competing Proposal has been publicly announced,

unless:

- (c) the Restricted Party's Board, acting in good faith, determines (after having taken written advice from its external financial and legal advisers) that, where there is a Competing Proposal, the Competing Proposal is or may reasonably be expected to lead to a Superior Proposal having regard to the steps which the Restricted Party's Board proposes to take; and
- (d) the Restricted Party's Board, acting in good faith, determines (after having taken written advice from its external legal advisers) that failing to respond to that Competing Proposal would constitute or would be likely to constitute a breach of the Restricted Party's Board's fiduciary or statutory duties,

but only if that Competing Proposal was not directly or indirectly solicited, invited, encouraged or initiated by the Restricted Party or any of its Representatives in a manner that would breach its obligations under this clause 10.3 or clauses 10.2 or 10.4.

10.4 No due diligence

Without limiting the general nature of clause 10.3, during the Exclusivity Period each party (where applicable, the **Restricted Party**) must not, and must ensure that its Representatives and agents do not, directly or indirectly, make available to any Third Party, or permit any Third Party, to receive any non public information relating to it or any of its subsidiaries in connection with such Third Party formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Proposal, unless:

- (a) the Competing Proposal has not been directly or indirectly solicited, invited, encouraged or initiated in breach of this clause or clauses 10.2 or 10.3;
- (b) the Restricted Party's Board, acting in good faith, determines (after having taken written advice from its external financial and legal advisers) that:
 - (i) the Competing Proposal is or may reasonably be expected to lead to a Superior Proposal having regard to the steps which the Restricted Party's Board proposes to take; and
 - (ii) failing to provide any non-public information to a Third Party would be likely to constitute a breach of the Restricted Party's Board's fiduciary or statutory duties; and
- (c) if the Restricted Party proposes that any non-public information be provided to a Third Party, before the Restricted Party provides such information, the Third Party must enter into a written agreement in favour of the Restricted Party regarding the use and disclosure of the confidential information and that restricts the Third Party's ability to solicit the employees of the Restricted Party or any of its subsidiaries and that information is also provided to the other party.

10.5 Notification

- (a) Subject to clause 10.5(b), during the Exclusivity Period, each party (where applicable, the **Notifying Party**) must promptly notify the other party if:
 - (i) the Notifying Party is approached, directly or indirectly, by any Third Party to take any action of a kind referred to in clauses 10.3 or 10.4; or
 - (ii) the Notifying Party proposes to take any action of a kind referred to in clauses 10.3 or 10.4 (for the avoidance of doubt, such notice being given before the taking of the relevant action).
- (b) A notification given under clause 10.5(a) must include a summary of all material terms and conditions of the actual, proposed or potential Competing Proposal including price and the identity of the Third Party making the actual, proposed or potential Competing Proposal.

10.6 Response to Competing Proposal

- (a) During the Exclusivity Period, each of the Target and Acquirer must not, and must procure that its respective Representatives do not publicly recommend a Competing Proposal or enter into any legally binding agreement, arrangement or understanding to give effect to or implement a Competing Proposal unless:
 - (i) it has provided the other party with full details of the Competing Proposal, including, without limitation, the identity of the relevant Third Party, the consideration offered under its Competing Proposal and any conditions to the Completion Proposal; and
 - (ii) in respect of a Competing Proposal for the Acquirer, the Acquirer Board acting in good faith, has made the determination (after having taken written advice from its external financial and legal advisers) that:
 - (A) the Competing Proposal is or may reasonably be expected to lead to a Superior Proposal; and
 - (B) failing to respond or take action with regards to the Competing Proposal would be likely to constitute a breach of their fiduciary or statutory duties; or

- (iii) in respect of a Competing Proposal for the Target, the Target Board acting in good faith, has made the determination (after having taken written advice from its external financial and legal advisers) that:
 - (A) the Competing Proposal is or may reasonably be expected to lead to a Superior Proposal; and
 - (B) failing to respond or take action with regards to the Competing Proposal would be likely to constitute a breach of their fiduciary or statutory duties, after evaluation of any Acquirer Counter Proposal and the exhaustion of the Acquirer's rights under and in accordance with clause 10.6(c).
- (b) If the Target gives a notice to the Acquirer pursuant to clause 10.6(a), the Acquirer will have the right, but not the obligation, at any time during the period of 5 Business Days after the day on which the Acquirer receives the relevant notice, to match the terms of the Competing Proposal.
- (c) If the Target Board determines that the Acquirer matches or exceeds the terms of a Competing Proposal (**Acquirer Counter Proposal**), then the Target and the Acquirer and each of their respective Representatives must use their best endeavours to agree the amendments to this deed that are reasonably necessary to reflect the Acquirer Counter Proposal and to enter into an amended deed to give effect to those amendments and to implement the Acquirer Counter Proposal, and the Target must use its best endeavours to procure that the Target Board unanimously recommends the Acquirer Counter Proposal to the Target Shareholders and not recommend the applicable Competing Proposal.
- (d) The parties' obligations under this clause 10.6 apply in respect of each new Competing Proposal and any material variation or amendment to a Competing Proposal.

10.7 Normal provision of information

Nothing in this clause prevents a party or its Representatives or agents from:

- (a) providing information to its Representatives;
- (b) providing information to any Regulatory Authority;
- (c) providing information to its auditors, customers, financiers, joint venturers and suppliers acting in that capacity in the ordinary course of business;
- (d) providing information required to be provided by law, including to satisfy its obligations of disclosure under the Listing Rules or to any Regulatory Authority; or
- (e) making presentations to brokers, portfolio investors, analysts and other third parties in the ordinary course of business.

10.8 Acknowledgement

Each of the Target and the Acquirer has required the other to agree to the obligations set out in this clause in consideration of it proceeding with the Scheme and incurring significant costs in doing so. In the absence of obtaining these obligations from the other party, each of the Target and the Acquirer would not have entered into this deed.

10.9 Amendments to exclusivity arrangements

- (a) The parties must not request ASIC to review, or make or cause or permit to be made any application to the Court or the Takeovers Panel in respect of, the arrangements in this clause 10.
- (b) If any of the following occurs:
 - (i) ASIC indicates to either party in writing that it requires any modification to this clause 10 as a condition of not opposing the Scheme;
 - (ii) the Court requires any modification to this clause 10 as a condition of making orders convening the Scheme Meeting; or
 - (iii) as a result of an application to the Takeovers Panel by a party other than the Target or its Representatives, the Takeovers Panel indicates to either party in

writing that, in the absence of a written undertaking pursuant to section 201A of the *Australian Securities and Investments Commission Act 2001* (Cth) to modify this clause 10, it will make a declaration of unacceptable circumstances,

the parties must amend this clause 10 to the extent required to give effect to the requirements of ASIC or the Takeovers Panel, as the case may be, and in the circumstances referred to in clause 10.9(b)(iii) must give the required undertakings.

11. Break Fee

11.1 Background

This clause has been agreed to in circumstances where:

- (a) each of the Acquirer and the Target believes the implementation of the Scheme has the potential to provide significant benefits to it and its respective shareholders, and acknowledges that, if the Acquirer enters into this deed and the Scheme is subsequently not implemented, each of the Target and the Acquirer will have incurred significant costs, including significant opportunity costs;
- (b) each party requested provision be made for the payment outlined in this clause, without which each party would not have entered into this deed;
- (c) each party's board of directors believes that it is appropriate to agree to the payment referred to in this clause to secure the entry of both parties into this deed; and
- (d) each party has received separate legal advice in relation to this deed and the operation of this clause.

Each of the Acquirer and the Target acknowledge and agree that the costs actually incurred by each party under clause 11.1(a) will be of such nature that they cannot be accurately ascertained, but that the Break Fee is a genuine and reasonable pre-estimate of the cost and loss that would actually be suffered by the other party.

11.2 Payment of Break Fee by Target

Subject to clauses 11.3, 11.7 and 11.8, the Target must pay the Acquirer the Break Fee:

- (a) if at any time after the date of the HoA but on or before the earlier of the End Date and the time the Court makes, or refuses to make, an order approving the Scheme:
 - (i) the Target Board (or a majority of the Target Board) makes a public statement withdrawing or adversely changing or modifying its or their recommendation that the Target Shareholders vote in favour of the Scheme or makes a recommendation or statement that is inconsistent with such recommendation or statement; or
 - (ii) without limiting the foregoing, the Target Board (or a majority of the Target Board) makes a public statement indicating that they no longer support the Scheme or that they support another transaction (including a Competing Proposal),
but excluding in either case where the reason for the withdrawal, change or modification of recommendation is that:
 - (iii) the Independent Expert does not conclude that the Scheme is in the best interests of the Target Shareholders;
 - (iv) the Independent Expert has changed or withdrawn its conclusion that the Scheme is in the best interest of the Target Shareholders (unless that change in or withdrawal of the Independent Expert's conclusion is as a result of the existence of a Competing Proposal); or
 - (v) the Target has exercised a right to terminate this deed under clause 3.7 (as a result of non-satisfaction of a Target Condition or Joint Condition (unless the existence of a Competing Proposal substantially contributed to the failure to satisfy that Target Condition or Joint Condition)) or 12.1(a) or 12.1(f); or

- (b) if at any time before the termination or expiry of this deed, a Competing Proposal for the Target is announced by a Third Party and, within one year of that announcement, the Third Party or an associate of the Third Party completes in all material respects a transaction of the kind referred to in paragraph (a), (b), (c) or (d) of the definition of Competing Proposal. For this purpose, 'completes in all material respects' means that the relevant Competing Proposal is free from any defeating conditions.

11.3 Payment of Break Fee by Acquirer

Subject to clauses 11.3, 11.7 and 11.8, the Acquirer must pay the Target the Break Fee:

- (a) if at any time after the date of the HoA but on or before the earlier of the End Date and the time the Court makes, or refuses to make, an order approving the Scheme:
 - (i) the Acquirer Board (or a majority of the Acquirer Board) makes a public statement withdrawing or adversely changing or modifying its or their recommendation that the Target Shareholders vote in favour of the Scheme or makes a recommendation or statement that is inconsistent with such recommendation or statement; or
 - (ii) without limiting the foregoing, the Acquirer Board (or a majority of the Acquirer Board) makes a public statement indicating that they no longer support the Scheme or that they support another transaction (including a Competing Proposal),

but excluding in either case where the reason for the withdrawal, change or modification of recommendation is that:
 - (iii) the Independent Expert does not conclude that the Scheme is in the best interests of the Target Shareholders;
 - (iv) the Independent Expert has changed or withdrawn its conclusion that the Scheme is in the best interests of the Target Shareholders (unless that change in or withdrawal of the Independent Expert's conclusion is as a result of the existence of a Competing Proposal); or
 - (v) the Acquirer has exercised a right to terminate this deed under clause 3.7 (as a result of non-satisfaction of an Acquirer Condition or Joint Condition (unless the existence of a Competing Proposal substantially contributed to the failure to satisfy that Target Condition or Joint Condition)) or 12.1(a) or 12.1(e); or
- (b) if at any time before the termination or expiry of this deed, a Competing Proposal for the Acquirer is announced by a Third Party and, within one year of that announcement, the Third Party or an associate of the Third Party completes in all material respects a transaction of the kind referred to in paragraph (a), (b), (c) or (d) of the definition of Competing Proposal. For this purpose, 'completes in all material respects' means that the relevant Competing Proposal is free from any defeating conditions.

11.4 Payment conditions

- (a) Despite the occurrence of any event under clause 11.2 or 11.3, no amount is payable under the clause 11:
 - (i) if the Scheme becomes Effective; or
 - (ii) merely because the Scheme is not approved by the Target Shareholders at the Scheme Meeting by the majorities required under section 411(4)(a)(ii) of the Corporations Act.
- (b) The Target or Acquirer can each only ever be liable to pay the Break Fee once.

11.5 Timing of payment

If the Break Fee is payable under this clause, the Target or Acquirer, as applicable, must pay that Break Fee without set-off or withholding within 5 Business Days of receipt of a tax invoice for payment from the other party.

11.6 Nature of payment

The amount payable by a party under clause 11.2 or 11.3 is an amount to compensate the other party for:

- (a) advisory costs (including costs of Advisers other than success fees);
- (b) costs of management and directors' time;
- (c) out-of-pocket expenses; and
- (d) opportunity costs incurred in pursuing the Scheme or in not pursuing other alternative acquisitions or strategic initiatives which could have been developed to further business and objectives,

incurred by the other party.

11.7 Exclusive remedy

- (a) Subject to clause 11.7(b), each party agrees that if an amount is paid by a party to the other party required under this clause 11, that payment constitutes the other party's sole and exclusive remedy for any liability arising under or in connection with this deed in respect of that act or event.
- (b) Clause 11.7(a) will not apply in relation to any wilful misconduct or wilful default by a party, in which case the other party will retain all rights and remedies it has or may have in connection with this deed in respect of that act or event in excess of any payment made by the party under this clause 11.

11.8 Compliance with law

This clause 11 imposes obligations on each party only to the extent that the performance of all or part of those obligations:

- (a) do not constitute unacceptable circumstances, as declared by the Australian Takeovers Panel;
- (b) do not breach the fiduciary or statutory duties of the relevant board, as determined by a court; and
- (c) are not otherwise held to be unlawful or unenforceable by a court.

If and to the extent any of the above apply, the other party must reimburse all or part of the Break Fee within 5 Business Days of receipt of a demand for reimbursement from the party, which demand must be accompanied by reasonable evidence of any of the above applying and the extent to which it applies.

12. Termination

12.1 General rights

- (a) The Acquirer or the Target may terminate this deed by written notice to the other at any time before 8.00am on the Second Court Date if:
 - (i) the other has materially breached any provision of this deed including any Target Representation and Warranty or Acquirer Representation and Warranty (as applicable);
 - (ii) the party wishing to terminate has given written notice to the other in a timely manner setting out the relevant circumstances and stating an intention to terminate this deed; and
 - (iii) the relevant circumstances continue to exist for 10 Business Days from the time the notice of intention to terminate is given (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date).

- (b) The Acquirer may terminate this deed by written notice to the other party if the Target fails to issue the Joint Public Announcement in accordance with clause 9.1 or if, after issuing the Joint Public Announcement, the Target Board:
 - (i) makes a public statement withdrawing or adversely changing or modifying its or their recommendation that the Target Shareholders vote in favour of the Scheme Resolution or makes a recommendation or statement that is inconsistent with such recommendation or statement; or
 - (ii) without limiting the foregoing, makes a public statement indicating that they no longer support the Scheme or that they support another transaction (including, without limitation, a Competing Proposal).
- (c) The Target may terminate this deed by written notice to the other party if the Acquirer fails to issue the Joint Public Announcement in accordance with clause 9.1 or if, after issuing the Joint Public Announcement, the Acquirer Board makes a public statement indicating that they no longer support the Scheme or that they support another transaction (including, without limitation, a Competing Proposal).
- (d) The Acquirer or the Target may terminate this deed by written notice to the other in the circumstances set out in, and in accordance with clause 3.7.
- (e) The Acquirer may terminate this deed by written notice to the Target if the Target has breached any provision of clause 10 or any Target Prescribed Occurrence occurs.
- (f) The Target may terminate this deed by written notice to the Acquirer if the Acquirer has breached any provision of clause 10 or any Acquirer Prescribed Occurrence occurs.

12.2 Effect of termination

If this deed is validly terminated by a party in compliance with clauses 3.7, 12.1 or 12.3, this deed will be of no force or effect, without any liability or obligation on the part of any party, other than in relation to rights and obligations that accrued before termination and the provisions of this clause and of clauses 1, 7.4, 8, 9, 11, 13, 14, 15 and 16, which will remain in force after the termination.

12.3 Termination by written agreement

The parties may terminate this deed by another written agreement between them.

13. Confidentiality

13.1 Confidentiality Obligation

Subject to clause 13.2, the parties acknowledge and agree that:

- (a) they continue to be bound by the Confidentiality Deed after the date of this deed; and
- (b) the rights and obligations of the parties under the Confidentiality Deed survive termination of this deed.

13.2 Exceptions to confidentiality

Nothing in the Confidentiality Deed restricts any party from disclosing any confidential information of the other party where that disclosure is required for the purpose of implementing the Scheme or any other transaction the subject of this deed or the Scheme.

14. GST

14.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this deed, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (**GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the

extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

14.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this deed is based on any cost, expense or other liability, it may be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

14.3 Adjustment events

If an adjustment event occurs in relation to a supply under or in connection with this deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties and the supplier shall issue an adjustment note to the recipient.

14.4 Survival

This clause will continue to apply after expiration or termination of this deed.

14.5 Definitions

Unless the context requires otherwise, words used in this clause that have a specific meaning in the GST law (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) have the same meaning in this clause.

15. Notices

Any notice, demand, consent or other communication (**Notice**) given or made under this deed:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the address or email address specified in the Details or the address or email address last notified by the intended recipient to the sender;
- (c) will be conclusively taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post, 2 Business Days after the date of posting (if posted to an address in the same country) or 7 Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place to which the Notice is sent or is later than 5.00pm (local time) it will be taken to have been duly given or made at the start of business on the next business day in that place.

16. General Provisions

16.1 Amendment

- (a) This deed other than clause 8 may be amended only by another deed executed by all the parties.
- (b) Clause 8 may be amended only by another deed executed by all of the parties and the consent of all of the Acquirer Parties and all of the Target Parties.

16.2 Assignment

A party cannot assign, charge, encumber or otherwise deal with at law or in equity any of its rights or obligations under this deed, or attempt or purport to do so, without the prior consent of the other party.

16.3 Costs and stamp duty

Each party must each bear their own costs arising out of the negotiation, preparation and execution of this deed. All stamp duty (including fines, penalties and interest) payable on or in connection with this deed and any instrument executed under or any transaction evidenced by this deed must (subject to the remaining provisions of this clause) be borne by Acquirer.

16.4 Counterparts

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

16.5 Entire agreement

This deed contains the entire agreement between the parties with respect to their subject matter. They set out the only conduct relied on by the parties and supersede all earlier conduct and prior agreements and understandings between the parties in connection with their subject matter.

16.6 Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this deed.

16.7 Governing law and jurisdiction

This deed is governed by the laws of Queensland. In relation to it and related non contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

16.8 No merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing the Scheme.

16.9 No third party beneficiary

This deed is binding upon and inures solely to the benefit of each party to it and each of their respective permitted successors and assigns, and nothing in this deed, express or implied, is intended to or will confer upon any other person, other than the Acquirer Parties and the Target Parties (to the extent set out in clause 8), any third party beneficiary rights.

16.10 No waiver

A failure to exercise or a delay in exercising any right, power or remedy under this deed does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

16.11 Severability of provisions

Any provision of this deed that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this deed nor affect the validity or enforceability of that provision in any other jurisdiction.

16.12 Waiver of immunity

With respect to any legal action or proceedings arising out of or in any way related to this deed and related non contractual matters, the Acquirer irrevocably and unconditionally:

- (a) waives any immunity that it or its assets may have at any time (including from suit, judgment, attachment, execution or other enforcement);
- (b) agrees that it will not raise, rely on or claim any immunity; and
- (c) consents to any relief or any process, including against any property (irrespective of its use or intended use).

Schedule 1 – Acquirer Representations and Warranties

1. The Acquirer is a validly existing corporation registered under the laws of its place of incorporation.
2. The execution and delivery of this deed by the Acquirer has been properly authorised by all necessary corporate action and the Acquirer has full corporate power and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed.
3. This deed constitutes legal, valid and binding obligations on the Acquirer and the execution of this deed does not result in a breach of or default under any agreement or deed or any writ, order or injunction, rule or regulation to which the Acquirer is a party or is bound.
4. There are:
 - (a) 1,669,531,280 Acquirer Shares;
 - (b) 6,000,000 Acquirer options; and
 - (c) 58,823,530 Acquirer warrants,on issue, and the Acquirer has not issued (and is not required to issue) any other securities or instruments which are still outstanding (or may become outstanding) and which may convert into Acquirer securities by way of new issue other than under a dividend reinvestment plan (including under any underwriting of that plan) (including any security issued upon conversion, vesting or exercise of rights attaching to any security issued under an incentive scheme, option or performance share plan).
5. To the best of the Acquirer's knowledge, after making due and proper enquiry, all information the Acquirer has provided to the Target or its Representatives on or before the Disclosure Cut-off Date is not misleading in any material respect (whether by omission or otherwise), including that there are reasonable grounds for all statements as to future matters and a reasonable basis for all statements of opinion in that information.
6. After making due and proper enquiry, the Acquirer is not aware of any material information relating to its businesses that has not been disclosed to Target or its Representatives on or before the Disclosure Cut-off Date which:
 - (a) is objectively necessary for the Target to make an informed decision as to whether to proceed with the Scheme; or
 - (b) might reasonably be expected to cause the Target not to proceed with the Scheme at all or to only proceed with the Scheme on materially different terms.
7. The Acquirer Due Diligence Materials and each disclosure in the Acquirer Disclosure Letter have been disclosed in good faith and, so far as the Acquirer Board and the senior management of Acquirer are aware after due enquiry, the Acquirer has not knowingly or recklessly:
 - (a) omitted anything from such information such as to make any part of that information materially false or misleading; or
 - (b) included anything materially false or misleading in such information;
8. The Acquirer Information provided to the Target for inclusion in the Explanatory Booklet will:
 - (a) be provided in good faith;
 - (b) comply in all material respects with the requirements of the Corporations Act, the Listing Rules and RG 60, including disclosure of all the information that would be required under paragraphs (c), (g), (h), (i), (k), (l) and (m) of section 636(1) of the Corporations Act to be included in a bidder's statement if the Acquirer were offering the Scheme Consideration as consideration under a takeover bid; and

- (c) be provided on the understanding that the Target will rely on that information for the purposes of preparing the Explanatory Booklet and proposing and implementing the Scheme in accordance with the requirements of the Corporations Act.
- 9. The Merged Group Information provided by the Acquirer to the Target for inclusion in the Explanatory Booklet will, to the extent that the Merged Group Information relates solely to the Acquirer or has been prepared by the Acquirer:
 - (a) be provided in good faith;
 - (b) comply in all material respects with the requirements of the Corporations Act, the Listing Rules and RG 60, including disclosure of all the information that would be required under paragraphs (c), (g), (h), (i), (k), (l) and (m) of section 636(1) of the Corporations Act to be included in a bidder's statement if the Acquirer were offering the Scheme Consideration as consideration under a takeover bid; and
 - (c) be provided on the understanding that the Target will rely on that information for the purposes of preparing the Explanatory Booklet and proposing and implementing the Scheme in accordance with the requirements of the Corporations Act.
- 10. All information provided by or on behalf of Acquirer to the Independent Expert to enable the Independent Expert's Report to be included in the Explanatory Booklet to be prepared and completed will be provided in good faith and on the understanding that the Independent Expert will rely upon that information for the purposes of preparing the Independent Expert's Report for inclusion in the Explanatory Booklet.
- 11. As at the date the Explanatory Booklet is despatched to the Target Shareholders, the Acquirer Information, in the form and context in which that information appears in the version of the Explanatory Booklet registered by ASIC under section 412(6) of the Corporations Act will not be misleading or deceptive in any material respect (whether by omission or otherwise).
- 12. As at the date of this deed, the Acquirer is not in breach of its continuous disclosure obligations under the Listing Rules and is not relying on the exclusion in Listing Rule 3.1A to withhold any information from disclosure (other than in relation to the Scheme or as disclosed in writing to the Target on or before the Disclosure Cut-off Date) and its public disclosures to ASX (taken as a whole) are not misleading in any material respect (whether by omission or otherwise).
- 13. The Acquirer will, as a continuing obligation, provide to the Target all such further or new information which may arise after the Explanatory Booklet has been despatched until the date of the Scheme Meeting which is necessary to ensure that the Acquirer Information, in the form and context in which that information appears in the version of the Explanatory Booklet registered by ASIC under section 412(6) of the Corporations Act, is not misleading or deceptive in any material respect (whether by omission or otherwise).
- 14. No Acquirer Prescribed Occurrence has occurred.
- 15. There are no restrictions on the Acquirer issuing New Acquirer Shares to Scheme Shareholders in accordance with the Scheme and there are no restrictions to those New Acquirer Shares being quoted on the financial market conducted by ASX (initially on a deferred settlement basis and thereafter on an ordinary settlement basis), other than receiving permission from ASX to have those Acquirer Shares so quoted.
- 16. To the best of the Acquirer's directors knowledge, except as Fairly Disclosed to the Target in writing prior to the Disclosure Cut-off Date:
 - (a) there are no material actions, suits, arbitrations, legal or administrative proceedings pending or threatened against any material member of the Acquirer or any business in which the Acquirer has an interest;
 - (b) no business in which the Acquirer has an interest is the subject of any material pending or material threatened investigation; and
 - (c) no business in which the Acquirer has an interest nor the respective assets, properties or businesses of Acquirer is subject to any judgement, order, writ, injunction or decree of any Regulatory Authority.

Schedule 2 – Target Representations and Warranties

1. The Target is a validly existing corporation registered under the laws of its place of incorporation.
2. The execution and delivery of this deed by the Target has been properly authorised by all necessary corporate action and the Target has full corporate power and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed.
3. This deed constitutes legal, valid and binding obligations on the Target and the execution of this deed of itself does not result in a breach of or default under any agreement or deed or any writ, order or injunction, rule or regulation to which Target or any of its subsidiaries is a party or to which they are bound.
4. The Target Information contained in the Explanatory Booklet:
 - (a) will be prepared and included in the Explanatory Booklet in good faith; and
 - (b) will comply in all material respects with the requirements of the Corporations Act, Listing Rules and RG 60.
5. The information regarding the risks of the Merged Group provided by the Target to the Acquirer for inclusion in the Explanatory Booklet will, to the extent that the information relates solely to the Target or has been prepared by the Target:
 - (a) be provided in good faith;
 - (b) comply in all material respects with the requirements of the Corporations Act, the Listing Rules and RG 60; and
 - (c) be provided on the understanding that the Acquirer will rely on that information for the purposes of preparing the Explanatory Booklet and proposing and implementing the Scheme in accordance with the requirements of the Corporations Act.
6. As at the date the Explanatory Booklet is despatched to the Target Shareholders, the Explanatory Booklet registered by ASIC under section 412(6) of the Corporations Act (excluding the Acquirer Information and the Independent Expert's Report) will not be misleading or deceptive in any material respect (whether by omission or otherwise).
7. As at the date of this deed, the Target is not in breach of its continuous disclosure obligations under the Listing Rules and is not relying on the exclusion in Listing Rule 3.1A to withhold any information from disclosure (other than in relation to the Scheme or as disclosed in writing to Acquirer on or before the Disclosure Cut-off Date) and its public disclosures to ASX (taken as a whole) are not misleading in any material respect (whether by omission or otherwise).
8. No Target Prescribed Occurrence has occurred.
9. To the best of the Target's knowledge, after making due and proper enquiry, all information the Target has provided to Acquirer or its Representatives on and before the Disclosure Cut-off Date is not misleading in any material respect (whether by omission or otherwise), including that there are reasonable grounds for all statements as to future matters and a reasonable basis for all statements of opinion in that information.
10. After making due and proper enquiry, the Target is not aware of any material information relating to its businesses that has not been disclosed to the Acquirer or its Representatives on or before the Disclosure Cut-off Date which:
 - (a) is objectively necessary for the Acquirer to make an informed decision as to whether to proceed with the Scheme; or
 - (b) might reasonably be expected to cause the Acquirer not to proceed with the Scheme at all or to only proceed with the Scheme on materially different terms.

11. The Target Due Diligence Materials and each disclosure in the Target Disclosure Letter have been disclosed in good faith and, so far as the Target Board and the senior management of Target are aware after due enquiry, the Target has not knowingly or recklessly:
 - (a) omitted anything from such information such as to make any part of that information materially false or misleading; or
 - (b) included anything materially false or misleading in such information.
12. The total issued capital of the Target is:
 - (a) 557,192,880 Target Shares;
 - (b) 6,646,062 Target Options;
 - (c) 474,999 Target performance rights,and there are no other Target options, performance rights, shares, convertible notes or other securities (or offers or agreements to issue any of the foregoing).
13. To the best of the Target Directors' knowledge, except as Fairly Disclosed to the Acquirer in writing prior to the Disclosure Cut-off Date:
 - (a) there are no material actions, suits, arbitrations, legal or administrative proceedings pending or threatened against any material Target Group Member or any business in which the Target Group Member has an interest;
 - (b) no material Target Group Member or any business in which the Target Group has an interest is the subject of any material pending or material threatened investigation; and
 - (c) no material Target Group Member or any business in which the Target Group has an interest nor the respective assets, properties or businesses of the Target Group or any material Target Group Member is subject to any judgement, order, writ, injunction or decree of any Regulatory Authority.

Schedule 3 – Target Prescribed Occurrences

Part 1

Changes to capital structure, distributions

1. The Target converts all or any of its shares into a larger or smaller number of shares.
2. Any Target Group Member (other than a direct or indirect wholly-owned subsidiary of the Target) resolves to reduce its share capital in any way or reclassify, combine, split, redeem or repurchase directly or indirectly any of its shares.
3. Any Target Group Member (other than a direct or indirect wholly-owned subsidiary of the Target):
 - (a) enters into a buy-back agreement; or
 - (b) resolves to approve the terms of a buy-back agreement under the Corporations Act.
4. Any Target Group Member (other than a direct or indirect wholly-owned subsidiary of the Target) declares, pays or distributes any dividend, bonus or other share of its profits or assets or agrees to return any capital to its members.
5. Any Target Group Member issues, agrees to issue or incurs any obligation (including any contingent obligation) to issue or have transferred to any person securities in or of it or any other Target Group Member, other than:
 - (a) to the Target or a direct or indirect wholly-owned subsidiary of the Target;
 - (b) the Target Shares, to the holders as at the date of this deed of Target performance rights as required by their terms following a valid exercise of Target performance right; or
 - (c) the Target Shares, to the holders as at the date of this deed of Target Options as required by their terms following a valid exercise of Target Options.
6. Any Target Group Member issues or grants, agrees to issue or grant or incurs any obligation (including any contingent obligation) to issue, grant or have transferred to any person:
 - (a) options over shares or other securities convertible into shares in or of it or any other Target Group Member; or
 - (b) any debt securities (including any performance rights or options).

Insolvency Events

7. A Target Group Member suffers an Insolvency Event or (without limitation) becomes unable to pay its debts as and when due.

Changes to the nature of business

8. A Target Group Member ceases, or threatens to cease, to carry on its business or makes a material change to the nature of its business.
9. Any Target Group Member changes its constitution.
10. The provider of any financial indebtedness to a Target Group Member becomes entitled to demand repayment of all or some of the financial indebtedness provided to a Target Group Member or otherwise entitled to vary the terms on which that financial indebtedness is provided to a Target Group Member.

Communication of intention to take actions

11. A Target Group Member authorises, commits, announces or agrees to take any of the actions referred to in paragraphs 1 to 10 (inclusive) above.

Legal Proceedings

12. Legal proceedings are commenced in a court of competent jurisdiction between the date of this deed and 8.00am on the Second Court Date in respect of a Claim against the Target (other than by an Acquirer Party) for an amount of \$1,000,000 or more and such proceedings have not been stayed, withdrawn or dismissed by 8.00am on the Second Court Date.

Part 2

Entering into, varying or terminating agreements

13. A Target Group Member enters into, varies in a materially adverse respect or terminates any of the following:
- (a) an agreement with respect to derivative instruments (including swaps, futures contracts, forward commitments, commodity or currency derivatives or options) or similar instruments;
 - (b) any debt, financing or funding facility or agreement or similar arrangement;
 - (c) a joint venture, farm-in, farm-out, royalty agreement, gas sales, prepayment or offtake agreement, marketing or co-ordination agreement, partnership or similar arrangement;
 - (d) an agreement or understanding restraining any Target Group Member from competing with any person or conducting activities in any market; or
 - (e) a Material Agreement (other than an agreement, arrangement or understanding of the type referred to in item 13(a) to (d) inclusive)
- except:
- (f) as Fairly Disclosed on or before the Disclosure Cut-off Date; or
 - (g) where the Target has obtained the prior written consent of the Acquirer.
14. A Target Group Member enters into, varies in a material respect or terminates any agreement or arrangement (other than an agreement, arrangement or understanding of the type referred to in item 13(a) to (e) inclusive) where the agreement or arrangement concerned involves an amount (including any payment, incurring of expenditure or foregoing of revenue by a Target Group Member) or assets or liabilities to the value, of more than \$250,000 (per annum, in any case involving recurring payments), other than in the ordinary course of business, or waives a default or accepts a compromise, where the waiver or compromise involves an amount of more than \$250,000 (per annum, in any case involving recurring payments) (and for the purposes of the foregoing a number of separate transactions shall be treated as a single transaction if they are with the same or associated parties or if a reasonable person would otherwise consider them to be related).
15. A Target Group Member adversely varies, amends or modifies a Review Agreement without the prior written consent of the Acquirer (such consent not to be unreasonably withheld).

Borrowing or lending other than in the ordinary course

16. A Target Group Member incurs or makes available any financial indebtedness or issues any debt securities other than in the ordinary course of business or pursuant to advances under its credit facilities in existence as at the date of this agreement where the funds drawn pursuant to those advances are used in the ordinary course of business.
17. Any Target Group Member gives any guarantee of, or security for, or indemnity in connection with the obligations of any person other than a Target Group Member.

Encumbering assets

18. A Target Group Member creates, or agrees to create, any mortgage, charge, lien, security interest (as that term is defined in section 9 the Corporations Act) or other encumbrance over the whole, or substantially all, of its business or property, other than by operation of law in the ordinary course of business.

Varying or granting employee benefits

19. Except as specifically provided for in an existing employment contract or in an existing entitlement under an employee incentive scheme, in each case in place prior to the date of this deed, details

of which have been Fairly Disclosed on or before the Disclosure Cut-off Date in the Target Disclosure Materials or the Target Disclosure Letter, any Target Group Member:

- (a) paying any bonus to, or increasing the compensation of, any officer or employee of any Target Group Member;
- (b) accelerating the rights of any officer or employee of any Target Group Member to compensation or benefits of any kind (including under any Target executive or employee share plan);
- (c) granting to any officer or employee of any Target Group Member any increase in severance or termination pay or superannuation entitlements or issuing any Target Shares or securities convertible to the Target Shares to any of those persons; or
- (d) establishing, adopting, entering into or amending in any material respect (including by taking any action to accelerate any rights or benefits due under) any enterprise bargaining agreement, Australian workplace agreement, employee benefit plan or superannuation scheme of Target or relating to the officers or employees of any Target Group Member,

where the aggregate incremental cost to the Target Group of all such actions exceeds \$100,000, provided that paragraphs 19(a) to (d) above will not prevent the entry into any enterprise bargaining agreement, Australian workplace agreement or other similar agreement with a group of the Target Group operational employees if that occurs in the ordinary course of business as a result of the fact that existing arrangements of that kind with that group of operational employees will expire before the End Date.

Disposing of subsidiaries etc

- 20. The Target or a Target Group member disposes, or agrees to dispose, of shares in a subsidiary for a consideration or with a value in excess of \$100,000, or any Target Group Member is deregistered or dissolved.

Changes to accounting methods

- 21. Any Target Group Member making a change in its accounting methods, principles or practices which would materially affect the reported consolidated assets, liabilities or results of operations of any Target Group Member, other than as required to comply with any changes to generally accepted accounting principles, standards, guidelines or practices in the jurisdiction of the relevant entity's incorporation.

Related party Scheme

- 22. A Target Group Member entering into or resolving to enter into a transaction with any related party of Target (other than a related party which is a Target Group Member) as defined in section 228 of the Corporations Act which would require shareholder approval under Chapter 2E or under Chapter 10 of the Listing Rules.

Changes to arrangements with financial advisers

- 23. A Target Group Member amending in any material respect any arrangement with its financial advisor, or entering into arrangements with a new financial advisor which arrangements with any such new financial advisor may involve the payment of fees of in excess of \$200,000 (individually or in aggregate), in respect of the Scheme.

Tax deconsolidation

- 24. A Target Group Member doing anything that would result in a de-consolidation of the Target Consolidated Tax Group, other than acquiring or disposing of a wholly owned subsidiary (subject always to the other provisions of this deed).

Transactions requiring consultation

- 25. A Target Group Member:
 - (a) enters into, varies in a material respect or terminates any agreement or arrangement where the agreement or arrangement concerned involves an amount (including any payment, incurring of expenditure or foregoing of revenue) or assets or liabilities to the value, of more than \$250,000(per annum, in any case involving recurring payments) ; or

(b) waives a default or accepts a compromise, where the waiver or compromise involves an amount of more than \$250,000(per annum, in any case involving recurring payments), in the ordinary course of the Target's business, without the Target having first consulted the Acquirer in respect of such event (and for the purposes of the foregoing a number of separate transactions shall be treated as a single transaction if they are with the same or associated parties or if a reasonable person would otherwise consider them to be related).

Communication of intention to take actions

26. A Target Group Member authorises, commits, announces or agrees to take any of the actions referred to in paragraphs 12 to 24 (inclusive) above.

Schedule 4 – Acquirer Prescribed Occurrences

Part 1

Changes to capital structure, distributions

1. The Acquirer converts all or any of its shares into a larger or smaller number of shares.
2. The Acquirer resolves to reduce its share capital in any way or reclassify, combine, split, redeem or repurchase directly or indirectly any of its shares.
3. The Acquirer:
 - (a) enters into a buy-back agreement; or
 - (b) resolves to approve the terms of a buy-back agreement under the Corporations Act.
4. The Acquirer declares, pays or distributes any dividend, bonus or other share of its profits or assets or agrees to return any capital to its members.
5. The Acquirer issues, agrees to issue or incurs any obligation (including any contingent obligation) to issue or have transferred to any person securities in, other than:
 - (a) to the Acquirer; or
 - (b) the Acquirer Shares, to the holders as at the date of this deed of Acquirer options as required by their terms following a valid exercise of Acquirer options.
6. The Acquirer issues or grants, agrees to issue or grant or incurs any obligation (including any contingent obligation) to issue, grant or have transferred to any person:
 - (a) options over shares or other securities convertible into shares in or of it; or
 - (b) any debt securities (including any performance rights or options).

Insolvency Events

7. The Acquirer suffers an Insolvency Event or (without limitation) becomes unable to pay its debts as and when due.

Changes to the nature of business

8. The Acquirer ceases, or threatens to cease, to carry on its business or makes a material change to the nature of its business.
9. The Acquirer changes its constitution.
10. The provider of any financial indebtedness to the Acquirer becomes entitled to demand repayment of all or some of the financial indebtedness provided to the Acquirer or otherwise entitled to vary the terms on which that financial indebtedness is provided to the Acquirer.

Communication of intention to take actions

11. The Acquirer authorises, commits, announces or agrees to take any of the actions referred to in paragraphs 1 to 10 (inclusive) above.

Legal Proceedings

12. Legal proceedings are commenced in a court of competent jurisdiction between the date of this deed and 8.00am on the Second Court Date in respect of a Claim against the Acquirer (other than by a Target Group Member) for an amount of \$1,000,000 and such proceedings have not been stayed, withdrawn or dismissed by 8.00am on the Second Court Date.

Part 2

Entering into, varying or terminating agreements

13. The Acquirer enters into, varies in a materially adverse respect or terminates any of the following,:
- (a) an agreement with respect to derivative instruments (including swaps, futures contracts, forward commitments, commodity or currency derivatives or options) or similar instruments;
 - (b) any debt, financing or funding facility or agreement or similar arrangement;
 - (c) a joint venture, farm-in, farm-out, royalty agreement, gas sales, prepayment or offtake agreement, marketing or co-ordination agreement, partnership or similar arrangement;
 - (d) an agreement or understanding restraining any the Acquirer from competing with any person or conducting activities in any market; or
 - (e) a Material Agreement (other than an agreement, arrangement or understanding of the type referred to in item 13(a) to (d) inclusive),
- except:
- (f) as Fairly Disclosed on or before the Disclosure Cut-off Date; or
 - (g) where the Acquirer has obtained the prior written consent of the Target.
14. The Acquirer enters into, varies in a material respect or terminates any agreement or arrangement (other than an agreement, arrangement or understanding of the type referred to in item 13(a) to (e) inclusive) where the agreement or arrangement concerned involves an amount (including any payment, incurring of expenditure or foregoing of revenue by the Acquirer) or assets or liabilities to the value, of more than \$250,000 (per annum, in any case involving recurring payments), other than in the ordinary course of business, or waives a default or accepts a compromise, where the waiver or compromise involves an amount of more than \$250,000 (per annum, in any case involving recurring payments) (and for the purposes of the foregoing a number of separate transactions shall be treated as a single transaction if they are with the same or associated parties or if a reasonable person would otherwise consider them to be related).

Borrowing or lending other than in the ordinary course

15. The Acquirer incurs or makes available any financial indebtedness or issues any debt securities other than in the ordinary course of business or pursuant to advances under its credit facilities in existence as at the date of this agreement where the funds drawn pursuant to those advances are used in the ordinary course of business.
16. The Acquirer gives any guarantee of, or security for, or indemnity in connection with the obligations of any person.

Encumbering assets

17. The Acquirer creates, or agrees to create, any mortgage, charge, lien, security interest (as that term is defined in section 9 the Corporations Act) or other encumbrance over the whole, or substantially all, of its business or property, other than by operation of law in the ordinary course of business.

Varying or granting employee benefits

18. Except as specifically provided for in an existing employment contract or in an existing entitlement under an employee incentive scheme, in each case in place prior to the date of this deed, details of which have been Fairly Disclosed on or before the Disclosure Cut-off Date in the Acquirer Due Diligence Materials or the Acquirer Disclosure Letter, the Acquirer:
- (a) paying any bonus to, or increasing the compensation of, any officer or employee of the Acquirer;
 - (b) accelerating the rights of any officer or employee of the Acquirer to compensation or benefits of any kind (including under any executive or employee share plan);

- (c) granting to any officer or employee of the Acquirer any increase in severance or termination pay or superannuation entitlements or issuing any shares in the Acquirer or securities convertible to shares in the Acquirer to any of those persons; or
- (d) establishing, adopting, entering into or amending in any material respect (including by taking any action to accelerate any rights or benefits due under) any enterprise bargaining agreement, Australian workplace agreement, employee benefit plan or superannuation scheme of the Acquirer or relating to the officers or employees of the Acquirer,

where the aggregate incremental cost to the Acquirer of all such actions exceeds \$100,000 provided that paragraphs 18(a) to (d) inclusive above will not prevent the entry into any enterprise bargaining agreement, Australian workplace agreement or other similar agreement with a group of the Acquirer operational employees if that occurs in the ordinary course of business as a result of the fact that existing arrangements of that kind with that group of operational employees will expire before the End Date.

Changes to accounting methods

- 19. The Acquirer making a change in its accounting methods, principles or practices which would materially affect the reported consolidated assets, liabilities or results of operations of the Acquirer, other than as required to comply with any changes to generally accepted accounting principles, standards, guidelines or practices in the jurisdiction of the relevant entity's incorporation.

Related party Scheme

- 20. The Acquirer entering into or resolving to enter into a transaction with any related party of the Acquirer as defined in section 228 of the Corporations Act which would require shareholder approval under Chapter 2E or under Chapter 10 of the Listing Rules.

Changes to arrangements with financial advisers

- 21. The Acquirer amending in any material respect any arrangement with its financial advisor, or entering into arrangements with a new financial advisor which arrangements with any such new financial advisor may involve the payment of fees of in excess of \$200,000 (individually or in aggregate), in respect of the Scheme.

Transactions requiring consultation

- 22. The Acquirer:
 - (a) enters into, varies in a material respect or terminates any agreement or arrangement where the agreement or arrangement concerned involves an amount (including any payment, incurring of expenditure or foregoing of revenue) or assets or liabilities to the value, of more than \$500,000 (per annum, in any case involving recurring payments); or
 - (b) waives a default or accepts a compromise, where the waiver or compromise involves an amount of more than \$500,000 (per annum, in any case involving recurring payments),
 in the ordinary course of the Acquirer's business, without the Acquirer having first consulted the Target in respect of such event (and for the purposes of the foregoing a number of separate transactions shall be treated as a single transaction if they are with the same or associated parties or if a reasonable person would otherwise consider them to be related).

Communication of intention to take actions

- 23. The Acquirer authorises, commits, announces or agrees to take any of the actions referred to in paragraphs 12 to 21 (inclusive) above.

Schedule 5 – Form of Joint Public Announcement

Schedule 6 – Form of Scheme



Scheme of Arrangement

Galilee Energy Limited ACN 064 957 419
Scheme Shareholders

Scheme of Arrangement

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Details

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Between the parties

Name **Galilee Energy Limited** ACN 064 957 419
Address details Level 6, 167 Eagle Street, Brisbane, Queensland 4001

and

Each Scheme Shareholder

1. Definitions and interpretation

1.1 Definitions

In this Scheme, unless the context requires otherwise:

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691, or as the context requires or permits, the financial market known as the Australian Securities Exchange operated by it.

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

CHESS means the clearing house electronic subregister system of share transfers operated by ASX Settlement Pty Limited ABN 49 008 504 532.

CHESS Holding has the meaning given in the Settlement Rules.

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

Court means the Supreme Court of Western Australia or such other court of competent jurisdiction agreed to by Galilee and Vintage.

Deed Poll means the deed poll dated 14 October 2024 executed by Vintage under which Vintage covenants in favour of the Scheme Shareholders to perform the actions attributed to it under this Scheme.

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

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

Encumbrance means any security interest (within the meaning of section 9 of the Corporations Act) and any 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 security interest of any kind, and any agreement to create any of the foregoing.

End Date means the 'End Date' determined in accordance with the Scheme Implementation Deed.

Excluded Shareholder means Vintage or any other Galilee Shareholder to the extent it holds Galilee Shares on behalf of, or for the benefit of, Vintage.

Foreign Scheme Shareholder means a Scheme Shareholder whose address in the Galilee Share Register is in a place outside Australia and its external territories, the United Kingdom, Cayman Islands or New Zealand unless Vintage and Galilee agree in writing that it is lawful and not unduly onerous or impracticable to issue that Scheme Shareholder with New Vintage Shares under this Scheme.

Galilee Registry means Computershare Investor Services Pty Limited ACN 078 279 277 or any replacement provider of share registry services to Galilee.

Galilee means Galilee Energy Limited ACN 064 957 419.

Galilee Group means Galilee and each of its subsidiaries (excluding, at any time, Galilee and its subsidiaries to the extent that Galilee and its subsidiaries are subsidiaries of Galilee at that time). A reference to a **member of the Galilee Group** or an **Galilee Group Member** is a reference to Galilee or any such subsidiary.

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

Galilee Share Register means the register of members of Galilee maintained in accordance with the Corporations Act.

Galilee Shareholder means each person who is registered as the holder of Galilee Shares from time to time.

Implementation Date means the fifth Business Day after the Scheme Record Date or such other date agreed to in writing between Galilee and Vintage.

Issuer Sponsored Holding has the meaning given in the Settlement Rules.

New Vintage Shares means the new Vintage Shares to be issued under the terms of the Scheme as the Scheme Consideration.

Registered Address means, in relation to a Galilee Shareholder, the address shown in the Galilee Share Register as at the Scheme Record Date.

Regulatory Authority means:

- (a) any government or governmental, semi-governmental, administrative, monetary, fiscal or judicial body, tribunal, agency or entity;
- (b) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; or
- (c) any regulatory organisation established under statute,

in any part of the world, and whether foreign, federal, state, territorial or local.

Sale Agent means a person appointed by Vintage, in consultation with Galilee, to sell the Sale Securities under clause 5.2(b).

Sale Proceeds means the gross proceeds of sale of the Sale Shares under clause 5.2(b), less any applicable taxes and charges incurred by Vintage or the Sale Nominee in connection with the sale.

Sale Shares means the Vintage Shares to which Foreign Scheme Shareholders would have been entitled under this Scheme but for the operation of clause 5.2.

Scheme means this scheme of arrangement, subject to any alterations or conditions:

- (a) agreed to in writing by Vintage and Galilee; or
- (b) made or required by the Court under section 411(6) of the Corporations Act and agreed to by Vintage and Galilee.

Scheme Consideration means two New Vintage Shares per Scheme Share, subject to applicable rounding in accordance with this Scheme.

Scheme Implementation Deed means the scheme implementation deed dated 14 October 2024 between Vintage and Galilee

Scheme Meeting means the meeting of the Galilee Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under section 411(1) of the Corporations Act.

Scheme Record Date means 7.00pm on the fifth Business Day after the Effective Date or such other time and date agreed to in writing between Vintage and Galilee.

Scheme Share means a Galilee Share held by a Scheme Shareholder at the Scheme Record Date.

Scheme Shareholders means the Galilee Shareholders (other than Excluded Shareholders) at the Scheme Record Date.

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

Settlement Rules means the ASX Settlement Operating Rules.

Trust Account means an Australian dollar denominated trust account operated by Galilee as trustee for the benefit of Scheme Shareholders.

Unclaimed Money Act means the *Unclaimed Money Act 1990* (WA).

Vintage means Vintage Energy Ltd ACN 609 200 580.

Vintage Shares means fully paid ordinary shares in the capital of Vintage.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a clause or schedule is a reference to a clause of or schedule to this Scheme.
- (f) A reference to an **agreement** or **document** (including a reference to this Scheme) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Scheme or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (g) A reference to a party to this Scheme or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) 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.
- (i) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (j) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (k) A reference to **dollars** and **\$** is to Australian currency.
- (l) All references to time are to Queensland, Australia time.
- (m) Mentioning anything after *includes*, *including*, *for example*, or similar expressions, does not limit what else might be included.
- (n) A reference to, an **officer** or subsidiary is to that term as it is defined in the Corporations Act.

1.3 Business Day

Where the day on or by which any act, matter or thing under this Scheme is to be done is not a Business Day, that act, matter or thing must be done on or by the next Business Day.

1.4 Listing requirements included as law

A listing rule or business rule of a financial market will be regarded as a law, and a reference to such a rule is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party.

2. Preliminary

2.1 Galilee

- (a) Galilee is a public company limited by shares, incorporated in Australia, registered in Queensland and admitted to the official list of ASX.
- (b) As at 14 October 2024:
 - (i) 557,192,880 Galilee Shares were on issue which are officially quoted on ASX;
 - (ii) 6,646,062 Galilee Options were on issue which are not quoted on any financial market; and
 - (iii) 474,999 Galilee performance rights were on issue which are not quoted on any financial market.

2.2 Vintage

- (a) Vintage is a public company limited by shares, incorporated in Australia, registered in South Australia and admitted to the official list of ASX.
- (b) The Vintage Shares are officially quoted on ASX. As at 14 October 2024:
 - (i) 1,669,531,280 Vintage Shares were on issue which are officially quoted on ASX;
 - (ii) 6,000,000 Vintage Options were on issue which are not quoted on any financial market; and
 - (iii) 58,823,530 Vintage warrants were on issue which are not quoted on any financial market.

2.3 General

- (a) Galilee and Vintage have agreed, by executing the Scheme Implementation Deed, to implement this Scheme.
- (b) This Scheme attributes actions to Vintage but does not itself impose an obligation on it to perform those actions, as Vintage is not a party to this Scheme. Vintage has agreed, by executing the Deed Poll, to perform the actions attributed to it under this Scheme, including the providing or procuring the provision of the Scheme Consideration to the Scheme Shareholders.

2.4 Consequence of this Scheme becoming Effective

If this Scheme becomes Effective:

- (a) Vintage will apply for all New Vintage Shares to be quoted on ASX;
- (b) Vintage will provide or procure the provision of the Scheme Consideration to Scheme Shareholders in accordance with this Scheme and the Deed Poll; and
- (c) subject to Vintage's compliance with its obligations in clause 2.4(b), all the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares, will be transferred to Vintage, and Galilee will enter the name of Vintage in Galilee's Share Register as the holder of the Scheme Shares with the result that Galilee will become a wholly-owned subsidiary of Vintage.

3. Conditions

3.1 Conditions

- (a) This Scheme is conditional on, and will have no force or effect until, the satisfaction of each of the following conditions precedent:
 - (i) all the conditions precedent in clause 3.1 of the Scheme Implementation Deed (other than the condition in clause 3.1(e)) having been satisfied or waived in accordance with the terms of the Scheme Implementation Deed by 8.00am on the Second Court Date;
 - (ii) neither the Scheme Implementation Deed nor the Deed Poll having been terminated in accordance with their terms before 8.00am on the Second Court Date;
 - (iii) approval of this Scheme by the Court under section 411(4)(b) of the Corporations Act, including with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act as are agreed to in writing by Vintage and Galilee; and
 - (iv) such other conditions made or required by the Court under section 411(6) of the Corporations Act, as are acceptable to Galilee and Vintage, having been satisfied or waived (if permitted);
 - (v) the orders of the Court made under section 411(4)(b) (and if applicable, section 411(6)) of the Corporations Act approving this Scheme coming into effect, pursuant to section 411(10) of the Corporations Act on or before the End Date (or any later date Vintage and Galilee agree in writing).
- (b) The satisfaction of the conditions referred to in clause 3.1 of this document is a condition precedent to the operation of clauses 4 and 5.
- (c) This Scheme will lapse and be of no further force or effect if:
 - (i) the Effective Date does not occur on or before the End Date or any later date as the Court, with the consent of Galilee and Vintage, may order; or
 - (ii) the Scheme Implementation Deed is terminated before implementation of this Scheme on the Implementation Date.

3.2 Certificate

- (a) At the Second Court Hearing, each of Vintage and Galilee must provide a certificate (or such other evidence as the Court requests) to the Court confirming (in respect of matters within their knowledge) whether or not all the conditions in clauses 3.1(a)(i) and 3.1(a)(ii) of this Scheme have been satisfied or waived (if permitted) as at 8.00am on the Second Court Date.
- (b) The certificate referred to in this clause 3.2 will constitute conclusive evidence (in the absence of manifest error) of whether the conditions in clauses 3.1(a)(i) and 3.1(a)(ii) have been satisfied or waived as at 8.00am on the Second Court Date.

4. Implementation

4.1 Lodgement of Court orders

Galilee must lodge with ASIC office copies of any Court orders under section 411 of the Corporations Act approving this Scheme no later than by 5.00pm on the first Business Day after the Court approves this Scheme.

4.2 Transfer of Scheme Shares

On the Implementation Date, subject to the provision of the Scheme Consideration in the manner contemplated by clause 5, the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date, will be transferred to Vintage, without the need

for any further act by any Scheme Shareholder (other than acts performed by Galilee or its officers as agent and attorney of the Scheme Shareholders under clause 8.5 or otherwise) by:

- (a) Galilee delivering to Vintage a duly completed and executed share transfer form to transfer all the Scheme Shares to Vintage; and
- (b) Vintage duly executing such transfer form and delivering it to Galilee for registration; and
- (c) immediately after receipt of the transfer form in accordance with clause 4.2(b), Galilee entering, or procuring the entry of, the name of Vintage in the Galilee Share Register in respect of the Scheme Shares.

4.3 Enforcement of Deed Poll

Galilee undertakes in favour of each Scheme Shareholder to enforce the Deed Poll against Vintage on behalf of, and as agent for, each Scheme Shareholder.

5. Scheme Consideration

5.1 Amount of Scheme Consideration

Each Scheme Shareholder is entitled to receive the Scheme Consideration in accordance with, and subject to, the terms of this Scheme.

5.2 Foreign Scheme Shareholders

- (a) Vintage will be under no obligation to issue, and must not issue, any Vintage Shares under this Scheme to Foreign Scheme Shareholders.
- (b) Instead, Vintage must procure that:
 - (i) a Sale Agent acceptable to Galilee (acting reasonably) is appointed by Vintage at least two weeks prior to the Scheme Meeting (and if required by ASIC, such Sale Agent is to be approved by ASIC);
 - (ii) the Sale Shares are issued by Vintage to the Sale Agent on the Implementation Date;
 - (iii) as soon as practicable and, in any event, not more than 20 Business Days after the Implementation Date, the Sale Agent sells the Sale Shares in such manner, at such price or prices and on such other terms as the Sale Agent determines in good faith; and
 - (iv) promptly after the last sale of Sale Shares in accordance with clause 5.2(b)(iii), the Sale Agent pays the Sale Proceeds into the Trust Account (for payment by Galilee to the Foreign Scheme Shareholders in accordance with clauses 5.4(c) to (g) (inclusive) of this Scheme).
- (c) None of Vintage, Galilee or the Sale Agent gives any assurance as to the price that will be achieved for the sale of Sale Shares by the Sale Agent. The sale of Sale Shares by the Sale Agent will be at the risk of the Foreign Scheme Shareholders.
- (d) Each Foreign Scheme Shareholder appoints Galilee as its agent to receive on its behalf any financial services guide or other notices (including any updates of those documents) that the Sale Agent is required to provide to Foreign Scheme Shareholders under the Corporations Act.

5.3 Joint holders

In the case of Scheme Shares held in joint names:

- (a) any Vintage Shares comprised in the Scheme Consideration are to be issued to and registered in the names of the joint holders and any uncertificated holding statements for Vintage Shares to be issued to Scheme Shareholders will be issued in the names of the joint holders;

- (b) any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to the holder whose name appears first in the Galilee Share Register as at the Scheme Record Date; and
- (c) any other document required to be sent under this Scheme, will be forwarded to the holder whose name appears first in the Galilee Share Register as at the Scheme Record Date.

5.4 Provision of Scheme Consideration

- (a) Vintage must before 5.00pm on the Implementation Date:
 - (i) procure that the name of each Scheme Shareholder entitled to receive Vintage Shares under this Scheme is entered in Vintage's register of members as the holder of those Vintage Shares due to that Scheme Shareholder as consideration under the Scheme (in holdings having the same holding name and address and other details as the holding of the relevant Scheme Shares, and in CHESS Holdings if the relevant Scheme Shares were held in the CHESS Holdings and in Issuer Sponsored Holdings if the relevant Scheme Shares were held in Issuer Sponsored Holdings); and
 - (ii) procure that the name of the Sale Agent is entered in Vintage's register of members as the holder of the Sale Shares (with such holding details as the Sale Agent notifies).
- (b) On or before the date that is 5 Business Days after the Implementation Date, Vintage must send or procure the sending of an allotment advice or holding statement (or equivalent document) to each Scheme Shareholder entitled to receive Vintage Shares under this Scheme, reflecting the issue of such Vintage Shares in accordance with clause 5.4(a)(ii).
- (c) As soon as practicable following payment into the Trust Account of the Sale Proceeds, Galilee must pay from the Trust Account to each Foreign Scheme Shareholder such amount of cash as is due to that Scheme Shareholder as Scheme Consideration in respect of their Scheme Shares (after costs incurred by the Sale Agent, Vintage and Galilee), being in the case of each such person the amount they would have received had they:
 - (i) received the Vintage Shares to which they would have been entitled under this Scheme but for the operation of clause 5.2; and
 - (ii) sold them for an amount per Vintage Share equal to that part of the Sale Proceeds which is attributable to the sale of Vintage Shares divided by the total number of Vintage Shares included in the Sale Shares, provided that for the purposes of the foregoing the total cash amount payable to a Foreign Scheme Shareholder in respect of its parcel of Scheme Shares shall be rounded down to the nearest whole cent.
- (d) The amount referred to in clause 5.4(c) must be paid by Galilee doing any of the following at its election:
 - (i) sending (or procuring the Galilee Registry to send) that amount to the Scheme Shareholder's Registered Address by cheque in Australian currency drawn out of the Trust Account; or
 - (ii) depositing (or procuring the Galilee Registry to deposit) that amount into an account with any Australian ADI (as defined in the Corporations Act) notified to Galilee (or the Galilee Registry) by an appropriate authority from the Scheme Shareholders.
- (e) If there is any surplus in the amount held by Galilee in the Trust Account, that surplus must be paid by Galilee to Vintage following the satisfaction of Galilee's obligations under this clause. Any interest on the amounts deposited in the Trust Account (less bank fees and other charges) will be to Vintage's account.

- (f) If any amount is required under any Australian law or by any Australian Regulatory Authority to be:
 - (i) withheld from an amount payable under clauses 5.4(c) or 5.4(e) and paid to that entity or authority; or
 - (ii) retained by Galilee out of an amount payable under clauses 5.4(c) or 5.4(e), its payment or retention by Galilee (or the Galilee Registry) will constitute the full discharge of Galilee's obligations under this clause with respect to the amount so paid or retained until, in the case of 5.4(f)(ii), it is no longer required to be retained.
- (g) If:
 - (i) written notice is given to Galilee (or the Galilee Registry) of an order made by a court of competent jurisdiction that requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable to that Scheme Shareholder by Galilee in accordance with clause 5.4(c), then Galilee shall be entitled to procure that payment is made in accordance with that order; or
 - (ii) written notice is given to Galilee (or the Galilee Registry) of an order made by a court of competent jurisdiction that prevents Galilee from making a payment by Galilee to any particular Scheme Shareholder in accordance with clause 5.4(c), or such payment is otherwise prohibited by applicable law, Galilee shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration until such time as payment in accordance with clause 5.4(c) is permitted by that order or otherwise by law.
- (h) Galilee may cancel a cheque issued under clause 5.4(d)(i) if the cheque:
 - (i) is returned to Galilee; or
 - (ii) has not been presented for payment within 6 months after the date on which the cheque was sent.
- (i) During the period of 18 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Galilee (or the Galilee Share Registry) (which request may not be made until the date that is 20 Business Days after the Implementation Date), Galilee must reissue a cheque that was previously cancelled under clause 5.4(h).
- (j) The Unclaimed Money Act will apply in relation to any Scheme Consideration that becomes "unclaimed money" (as defined in section 3 of the Unclaimed Money Act), but any interest or other benefit accrued from the unclaimed Scheme Consideration will be for the benefit of Vintage.
- (k) Each Foreign Scheme Shareholder appoints Galilee as its agent to receive on its behalf any financial services guide or other notices (including any updates of those documents) that the Sale Agent is required to provide to Foreign Scheme Shareholders under the Corporations Act.

5.5 Fractional entitlements and splitting

- (a) Subject to clause 5.5(b), where the calculation of the number of New Vintage Shares to be issued to, or attributable to in the case of Foreign Scheme Shareholders, a particular Scheme Shareholder would result in the issue of a fraction of a New Vintage Share, the fractional entitlement:
 - (i) which is 0.5 or greater will be rounded up to the nearest whole number of New Vintage Shares; and
 - (ii) which is less than 0.5 will be rounded down to the nearest whole number of New Vintage Shares.
- (b) If Vintage reasonably forms the opinion that two or more Scheme Shareholders, each of whom holds a number of Scheme Shares which results in rounding in accordance with clause 5.5(a), have, before the Record Date, been party to shareholding splitting or division in an attempt to obtain advantage by reference to such rounding, Vintage may

send a notice to those Scheme Shareholders stating its opinion and attributing to one of them specifically identified in the notice (**Deemed Holder**) all of the Scheme Shares held by all of them, on which, for the purposes of the Scheme:

- (i) the Deemed Holder will be taken to hold all of the Scheme Shares referred to in the notice; and
- (ii) each of the other Scheme Shareholders whose names are set out in the notice, will be taken not to hold any of the Scheme Shares,

and by complying with this clause 5.5(b), Vintage will be taken to have satisfied and discharged its obligations under the terms of the Scheme to all the Scheme Shareholders named in the notice.

5.6 Status of the Vintage Shares

Subject to this Scheme becoming Effective, Vintage must:

- (a) issue Vintage Shares required to be issued under this Scheme:
 - (i) in accordance with all applicable laws and Vintage's certificate of incorporation, by-laws and other constituent documents;
 - (ii) as fully paid;
 - (iii) as being entitled to participate in and receive any dividends or distribution of capital paid and any other entitlements accruing in respect of Vintage Shares on and from the Implementation Date; and
 - (iv) on terms such that each such Vintage Share will rank equally in all respects with each other Vintage Share;
- (b) ensure that each Vintage Share required to be issued under this Scheme is duly issued and is fully paid and free from any Encumbrance (except for any lien arising under the constitution of Vintage); and
- (c) use all reasonable endeavours to ensure that such Vintage Shares are approved for listing on the ASX and that quotation of them on ASX commences as soon as practicable after the Effective Date, initially on a deferred settlement basis and thereafter on an ordinary (T+2) settlement basis.

5.7 Definition of 'sending'

For the purposes of clause 5, the expression **sending** means, in relation to each Scheme Shareholder:

- (a) sending by ordinary pre-paid post or courier to the Registered Address of that Scheme Shareholder as at the Scheme Record Date; or
- (b) delivery to the Registered Address of that Scheme Shareholder as at the Scheme Record Date by any other means at no cost to the recipient.

6. Dealings in the Galilee Shares

6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in the Galilee Shares will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Galilee Share Register as the holder of the relevant the Galilee Shares on or before 5.00pm on the Scheme Record Date; and
- (b) in all other cases, registrable transmission applications or transfers in respect of those dealings are received on or before 5.00pm on the Scheme Record Date at the place where the Galilee Share Register is kept,

and Galilee will not accept for registration, nor recognise for any purpose (except a transfer to Vintage under this Scheme and any subsequent transfer by Vintage or its successors in title), any

transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

6.2 Register

- (a) **(Registration of transfers)** Galilee must register registrable transmission applications or transfers of the kind referred to in clause 6.1(b) by the Scheme Record Date (provided that for the avoidance of doubt nothing in this clause 6.2 requires Galilee to register a transfer that would result in a Galilee Shareholder holding a parcel of Galilee Shares that is less than a 'marketable parcel' (as defined in the Settlement Rules)).
- (b) **(No registration after Scheme Record Date)** Galilee will not accept for registration or recognise for any purpose any transmission application or transfer in respect of Galilee Shares received after 5.00pm on the Scheme Record Date, other than to Vintage in accordance with this Scheme.
- (c) **(Maintenance of the Galilee Share Register)** For the purpose of determining entitlements to the Scheme Consideration, Galilee must maintain the Galilee Share Register in accordance with the provisions of this clause until the Scheme Consideration has been delivered to the Scheme Shareholders. The Galilee Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (d) **(No disposal after Effective Date)** From the Effective Date until registration of Vintage in respect of all Scheme Shares under clause 4, no Galilee Shareholder may dispose of or otherwise deal with Galilee Shares in any way except as set out in this Scheme and any attempt to do so will have no effect and Galilee shall be entitled to disregard any such disposal.
- (e) **(Statements of holding from Scheme Record Date)** All statements of holding for the Galilee Shares will cease to have effect from the Scheme Record Date as documents of title in respect of those shares (other than statements of holding in favour of any Excluded Shareholders). As from the Scheme Record Date, each entry current at that date on the Galilee Share Register (other than entries in respect of any Excluded Shareholder) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Galilee Shares relating to that entry.
- (f) **(Provision of Scheme Shareholder details)** As soon as practicable after the Scheme Record Date and in any event within 1 Business Day after the Scheme Record Date, Galilee will ensure that details of the names, Registered Addresses and holdings of the Galilee Shares for each Scheme Shareholder are available to Vintage in the form Vintage reasonably requires.
- (g) Each Scheme Shareholder agrees that the information referred to in clause 6.2(f) may be disclosed to Vintage, Vintage's Share Registry and Vintage's advisers and other service providers to the extent necessary to effect this Scheme.

7. Quotation of Galilee Shares

- (a) Galilee will apply to ASX to suspend trading on the ASX in the Galilee Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by Vintage, and only after the transfer of the Scheme Shares has been registered in accordance with clause 4.2(c), Galilee will apply:
 - (i) for termination of the official quotation of Galilee Shares on ASX; and
 - (ii) to have itself removed from the official list of ASX.

8. General Scheme provisions

8.1 Consent

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

- (a) Galilee may, by its counsel or solicitors, consent on behalf of all persons concerned to those alterations or conditions to which Vintage has consented in writing; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions to which counsel for Galilee has consented.

8.2 Binding effect of Scheme

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

8.3 Scheme Shareholders' agreements and acknowledgment

Each Scheme Shareholder:

- (a) agrees to the transfer of their Galilee Shares together with all rights and entitlements attaching to those Galilee Shares in accordance with this Scheme;
- (b) agrees to the variation, cancellation or modification of the rights attached to their Galilee Shares constituted by or resulting from this Scheme;
- (c) who holds their Galilee Shares in a CHESS Holding agrees to the Conversion of those Galilee Shares to an Issuer Sponsored Holding and irrevocably authorises Galilee to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such Conversion;
- (d) agrees for all purposes, including section 231 of the Corporations Act, to become a shareholder in Vintage, to have their name and address entered into Vintage's registered of members and to be bound by the constitution of Vintage; and
- (e) acknowledges that this Scheme binds Galilee and all Scheme Shareholders (including those who do not attend the Scheme Meeting or do not vote at that meeting or vote against this Scheme at that Scheme Meeting).

8.4 Warranties by Scheme Shareholders

- (a) Each Scheme Shareholder is deemed to have warranted to Galilee, in its own right and for the benefit of Vintage that as at the Implementation Date:
 - (i) to the maximum extent permitted by law, all of its Galilee Shares which are transferred to Vintage under this Scheme will, on the date on which they are transferred to Vintage, be free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind;
 - (ii) all of its Galilee Shares which are transferred to Vintage under this Scheme will, on the date on which they are transferred to Vintage, be fully paid;
 - (iii) it has full power and capacity to transfer its Galilee Shares to Vintage together with any rights attaching to those shares as at the Implementation Date; and
 - (iv) it has no existing right to be issued any Galilee Shares, Galilee Options, Galilee performance rights, Galilee convertible notes or any other Galilee securities, other than, in the case of any Scheme Shareholder who is also the holder of Galilee Options, the right to be issued Galilee Shares on the exercise of those Galilee Options in accordance with their terms.
- (b) Galilee undertakes that it will provide the warranties in clause 8.4(a) to Vintage as agent and attorney of each Scheme Shareholder. Galilee will not be responsible for the accuracy or completeness of the warranties in clause 8.4(a).

8.5 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares transferred under this Scheme will be transferred free from all mortgages, charges, liens, Encumbrances and interests of third parties of any kind, whether legal or otherwise.
- (b) On and from the Implementation Date, Vintage will be beneficially entitled to the Scheme Shares transferred to it under this Scheme pending registration by Galilee of Vintage in the Galilee Share Register as the holder of the Scheme Shares.

8.6 Authority given to Galilee

Each Scheme Shareholder will be deemed (without the need for any further act by that Scheme Shareholder) to have:

- (a) with effect on and from the Effective Date, authorised Galilee (and each of its directors and officers, jointly and each of them severally) to do and execute all acts, matters, things and documents on the part of each Scheme Shareholder for the purposes of enforcing the Deed Poll against KIN on behalf of and as agent and attorney for each Scheme Shareholder;
- (b) with effect on and from the Implementation Date, authorised Galilee (and each of its directors and officers, jointly and each of them severally) as agent and attorney to do and execute all acts, matters, things and documents on the part of each Scheme Shareholder necessary for or incidental to the implementation of this Scheme, including, without limitation:
 - (i) executing, as agent and attorney of each Scheme Shareholder, a share transfer or transfers in relation to Scheme Shares as contemplated by clause 4.2 for the purposes of section 1071B of the Corporations Act which may be a master transfer of all the Scheme Shares; and
 - (ii) where Scheme Shares are held in a CHESS holding, causing a message to be transmitted to ASX Settlement in accordance with the ASX Settlement Operating Rules to transfer the Scheme Shares held by the Scheme Shareholder from the CHESS sub-register to the issuer sponsored sub-register operated by Galilee and subsequently completing a proper instrument of transfer under clause 8.6(b)(i) above,

and Galilee accepts each such appointment.

8.7 Appointment of sole proxy

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clause 5.4 and until Galilee registers Vintage as the holder of all Galilee Shares in the Galilee Share Register, each Scheme Shareholder:

- (a) is deemed to have irrevocably appointed Vintage as its attorney and agent (and directed Vintage in such capacity) to appoint an officer or agent nominated by Vintage as its sole proxy and, where applicable, corporate representative to attend shareholders' meetings of Galilee, exercise the votes attaching to the Scheme Shares registered in its name and sign any Galilee Shareholders' resolutions;
- (b) undertakes not to otherwise attend shareholders' meetings, exercise the votes attaching to Scheme Shares registered in their names or sign or vote on any resolutions (whether in person, by proxy or by corporate representative) other than as under clause 8.7(a);
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Vintage reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.7(a), Vintage and any officer or agent nominated by Vintage under clause 8.7(a) may act in the best interests of Vintage as the intended registered holder of the Scheme Shares.

8.8 Instructions and elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Regulatory Authority), all instructions, notifications or elections by a Scheme Shareholder to Galilee binding or deemed binding between the Scheme Shareholder and Galilee relating to

Galilee or the Galilee Shares (including any email addresses, instructions relating to communications from Galilee, whether dividends are to be paid by cheque or into a specific bank account, notices of meetings or other communications from Galilee) will be deemed from the Implementation Date (except to the extent determined otherwise by Vintage in its sole discretion), by reason of this Scheme, to be made by the Scheme Shareholder to Vintage and to be a binding instruction, notification or election to, and accepted by, Vintage in respect of the New Vintage Shares issued to that Scheme Shareholder until that instruction, notification or election is revoked or amended in writing addressed to Vintage at its registry.

9. General

9.1 No liability when acting in good faith

Neither Galilee nor Vintage nor any director, officer, secretary or employee of any of those companies will be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll when the relevant entity or person has acted in good faith.

9.2 Stamp duty

- (a) Vintage must pay all stamp duty and any related fines, interest or penalties payable in connection with this Scheme, the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under or in connection with the Scheme or the Deed Poll.

9.3 Notices

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

9.4 Further assurances

- (a) Galilee must do anything necessary (including executing agreements and documents) or incidental to give full effect to this Scheme and the transactions contemplated by it.
- (b) Each Scheme Shareholder consents to Galilee doing, on behalf of that Scheme Shareholder, all things necessary or incidental to give full effect to this Scheme and the transactions contemplated by it.

9.5 Governing law and jurisdiction

- (a) This Scheme is governed by the laws of Queensland.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme.

Schedule 7 – Form of Deed Poll



Deed poll

Vintage Energy Ltd (**Vintage**)

in favour and for the benefit of

Scheme Shareholders

MinterEllison

Deed poll

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Details

Date

Parties

| | |
|-----------------|--|
| Name | Vintage Energy Ltd |
| ACN | 609 200 580 |
| Short form name | Acquirer |
| Notice details | 58 King William Road Goodwood, SA 5034 Email: [Redacted] Attention: Simon Gray |

| | |
|----------------------|-------------------------|
| In favour of: | Each Scheme Shareholder |
|----------------------|-------------------------|

Background

- A On 14 October 2024, Vintage and Galilee entered into the Scheme Implementation Deed to provide for (among other matters) the implementation of the Scheme.
- B The effect of the Scheme will be to transfer all Scheme Shares to Vintage in return for the Scheme Consideration.
- C Vintage enters into this deed poll to covenant in favour of Scheme Shareholders to:
 - (i) perform the steps attributed to Vintage under the Scheme; and
 - (ii) provide the Scheme Consideration in accordance with the Scheme.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Scheme Implementation Deed means the Scheme Implementation Deed dated 14 October 2024 between Vintage and Galilee.

Galilee means Galilee Energy Limited ACN 064 957 419 as trustee for the Scheme Shareholders.

1.2 Terms defined in Scheme Implementation Deed

Words and phrases defined in the Scheme Implementation Deed have the same meaning in this deed poll unless the context requires otherwise.

1.3 Incorporation by reference

The provisions of clauses 1.2, 1.3 and 1.4 of the Scheme Implementation Deed form part of this deed poll as if set out at length in this deed poll but with 'deed poll' substituted for 'deed' and with any reference to 'party' being taken to include the Scheme Shareholders.

2. Nature of this deed poll

Vintage acknowledges that:

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

3. Conditions

3.1 Conditions

Vintage's obligations under clause 4 of this deed poll are subject to the Scheme becoming Effective.

3.2 Termination

Vintage's obligations under this deed poll will automatically terminate and this deed poll will be of no further force or effect if:

- (a) the Scheme Implementation Deed is terminated in accordance with its terms; or
- (b) the Scheme is not Effective by the End Date or any later date as the Court, with the consent of Galilee and Vintage, may order,

unless Galilee and Vintage otherwise agree in writing (and, if required, as approved by the Court).

3.3 Consequences of termination

If this deed poll terminates under clause 3.2, in addition and without prejudice to any other rights, powers or remedies available to them:

- (a) Vintage is released from its obligations to further perform this deed poll; and
- (b) Scheme Shareholders retain the rights they have against Vintage in respect of any breach of this deed poll which occurred before it terminated.

4. Performance of obligations

4.1 Generally

Subject to clause 3, Vintage undertakes in favour of Scheme Shareholders to:

- (a) perform the actions attributed to Vintage under, and otherwise comply with, the Scheme as if Vintage was a party to the Scheme; and
- (b) comply with its obligations under the Scheme Implementation Deed and otherwise do all things necessary or expedient on its part to implement the Scheme,

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

4.2 Provision of Scheme Consideration

- (a) Subject to clause 3, Vintage undertakes in favour of each Scheme Shareholder to:

- (i) provide, or procure the provision of, the Scheme Consideration to each Scheme Shareholder; and
 - (ii) following the provision of the Scheme Consideration to each Scheme Shareholder, acquire all of the Scheme Shares from Scheme Shareholders,

in accordance with the terms of the Scheme and the Scheme Implementation Deed.

- (b) The obligations of Vintage under clause 4.2(a) will be satisfied if, on or before 5.00pm on the Implementation Date, Vintage issues all of the New Acquirer Shares which it is obliged to issue to Scheme Shareholders and to the Sale Agent under the Scheme in accordance with the Scheme Implementation Deed and enters in the register of members of Vintage the name of each Scheme Shareholder and the Sale Agent in relation to the New Acquirer Shares issued to each of them, and provides Galilee with written confirmation that it has done so.

4.3 New Acquirer Shares to rank equally

Vintage covenants in favour of each Scheme Shareholder that the New Acquirer Shares which are issued to each Scheme Participant in accordance with the Scheme will:

- (a) rank equally with all existing Vintage Shares at the issue date; and
- (b) be issued fully paid and free from any Encumbrance.

5. Warranties

Vintage represents and warrants to each Scheme Shareholder that:

- (a) **(status)** it is a corporation duly incorporated and validly existing under the laws of the place of its incorporation;
- (b) **(power)** it has the power and capacity to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) **(corporate authorisations)** it has taken all necessary corporate action to authorise the entry into and performance of this deed poll and to carry out the transactions contemplated by this deed poll and the obligations imposed by it;
- (d) **(documents binding)** this deed poll imposes valid and binding obligations enforceable in accordance with its terms;
- (e) **(transactions permitted)** the execution and performance by it of all duties and obligations contained within this deed poll and each transaction contemplated by this deed poll did not and will not violate in any respect a provision of:
 - (i) a law or treaty or a judgment, ruling, order or decree of a Regulatory Authority binding on it;
 - (ii) its constitution or other constituent documents; or
 - (iii) any other document which is binding on it or its assets; and

- (f) (**solvency**) it is not subject to any Insolvency Event 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.

6. Continuing Obligations

6.1 Deed poll irrevocable

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

- (a) Vintage having fully performed its obligations under this deed poll; or
- (b) termination of this deed poll under clause 3.2.

6.2 Variation

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

- (a) before the First Court Date, the variation is agreed to in writing by Galilee (which agreement may be given or withheld without reference to or approval by any Scheme Shareholder); or
- (b) on or after the First Court Date, the variation is agreed to in writing by Galilee and is approved by the Court (which agreement may be given or withheld without reference to or approval by any Scheme Shareholder),

in which event Vintage will enter into a further deed poll in favour of each Scheme Shareholder giving effect to the amendment.

7. Notices

Any notice, demand or other communication (a **Notice**) to Vintage in respect of this deed poll:

- (a) must be in writing and signed by the sender or a person duly authorised by it;
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the address or email number specified in the Details; and
- (c) will be conclusively taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered at the address of the addressee as provided in clause 7(b), unless that delivery is not made on a Business Day, or is made after 5.00pm on a Business Day, in which case that Notice will be deemed to be received at 9.00am on the next Business Day;
 - (ii) in the case of delivery by post, five (5) Business Days after the date of posting (if posted to an address in the same country) or ten (10) Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee

8. General Provisions

8.1 Assignment

- (a) The rights and obligations of Vintage and each Scheme Shareholder under this deed poll are personal. They cannot be assigned, charged, encumbered or otherwise dealt with at law or in equity without the prior written consent of Vintage and Galilee.
- (b) Any purported dealing in contravention of clause 8.1(a) is invalid.

8.2 Cumulative rights

The rights, powers and remedies of Vintage and each Scheme Shareholder under this deed poll are cumulative with and do not exclude any other rights, powers or remedies provided by law independently of this deed poll.

8.3 No waiver

- (a) Vintage may not rely on the words or conduct of any Scheme Shareholder as a waiver of any right enforceable under this deed poll unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver.
- (b) If a Scheme Shareholder does not exercise a right arising from a breach of this deed poll at a given time, it may, unless it has waived that right in writing, exercise the right at a later point in time.
- (c) No Scheme Shareholder may rely on words or conduct of Vintage as a waiver of any right unless the waiver is in writing and signed by Vintage.
- (d) The meanings of the terms used in this clause 8.4 are set out below:
 - (i) **conduct** includes delay in the exercise of a right;
 - (ii) **right** means any right arising under or in connection with this deed poll and includes the right to rely on this clause; and
 - (iii) **waiver** includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

8.4 Stamp duty

Vintage:

- (a) must pay or procure the payment of all stamp duty (if any) and any related fines, penalties and interest in respect of the Scheme, this deed poll (including the acquisition or transfer of Scheme Shares pursuant to the Scheme), the performance of this deed poll and each transaction effected by or made under or pursuant to the Scheme and this deed poll; and
- (b) indemnifies and undertakes to keep indemnified each Scheme Shareholder against any liability arising from failure to comply with clause 8.4(a).

8.5 Further assurances

Vintage will, at its own expense, do all things reasonably required of it to give full effect to this deed poll and the transactions contemplated by it.

8.6 Governing law and jurisdiction

This deed poll is governed by the laws of the State of Queensland. In relation to it and related non-contractual matters Vintage irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

Signing page

EXECUTED as a deed poll.

Executed by Vintage Energy Ltd ACN 609 200
580 in accordance with Section 127 of the
Corporations Act 2001

Signature of director

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

Schedule 8 – Indicative timetable

| Event | Date |
|--|------------------------------|
| Enter into Scheme Implementation Deed and announce to ASX | 14-15 October 2024 |
| Lodge Explanatory Booklet with ASIC for review and comment | Late October 2024 |
| First Court Date | Mid November 2024 |
| Despatch Explanatory Booklet to the Target Shareholders | Mid November 2024 |
| Scheme Meeting | December 2024 |
| Second Court Date | December 2024 – January 2025 |
| Effective Date – lodge office copy of Court order approving the Scheme with ASIC | December 2024– January 2025 |
| Record Date | December 2024– January 2025 |
| Implementation Date (refer to clause 6.3 for actions on this date) | December 2024– January 2025 |

Signing page

EXECUTED as a deed.

Executed by Vintage Energy Ltd in accordance
with Section 127 of the *Corporations Act 2001*

[Redacted]

Signature of director

[Redacted]

Name of director (print)

[Redacted]

Signature of director/company secretary
(Please delete as applicable)

[Redacted]

Name of director/company secretary (print)

By signing above, each director or secretary (as applicable) consents to electronic execution of this deed (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this deed bearing his or her signature for the purpose of signing the copy to complete its execution under section 127 of the Corporations Act. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.

Executed by Galilee Energy Limited in
accordance with Section 127 of the *Corporations Act 2001*

[Redacted]

Signature of director

[Redacted]

Name of director (print)

[Redacted]

Signature of director/company secretary
(Please delete as applicable)

[Redacted]

Name of director/company secretary (print)

By signing above, each director or secretary (as applicable) consents to electronic execution of this deed (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this deed bearing his or her signature for the purpose of signing the copy to complete its execution under section 127 of the Corporations Act. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.