Our reference
SM/OC/ELEC15852-9176439-01

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19 August 2022

Market Announcements Platform
Australian Securities Exchange

Partner
Sandy Mak
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Partner
Oliver Carrick
Email: oliver.carrick@corrs.com.au

Dear Sir/Madam

Notice of Change of Interests of Substantial Holder

We act for Gold Road Resources Limited (**Gold Road**) and Renaissance Resources Pty Ltd (**Renaissance**).

On behalf of Gold Road and Renaissance, we **attach** a Form 604 (notice of change of interests of substantial holder) in relation to De Grey Mining Ltd (**De Grey**).

We are instructed that Gold Road, Renaissance and their associates hold a relevant interest of 19.99% in De Grey, comprising the following:

1. a relevant interest in 203,577,703 fully paid ordinary shares in De Grey (**De Grey Shares**), being 14.433% of the De Grey Shares on issue, acquired by Renaissance from DGO Gold Limited (**DGO**) through an off-market transfer;
2. a relevant interest in 12,476,693 De Grey Shares, being 0.885% of the De Grey Shares on issue, acquired by Renaissance through various on-market trades set out in Annexure B to the Form 604; and
3. a relevant interest in 65,938,098 De Grey Shares, being 4.675% of the De Grey Shares on issue, acquired by Renaissance under an equity collar agreement entered into with Credit Suisse AG (**Credit Suisse**) (**Collar**).

A copy of the Collar and the following transaction documents associated with the Collar are attached as Annexure C to the Form 604:

1. master securities lending agreement between Renaissance and Credit Suisse, including the master confirmation agreement (**AMSLA**);
2. specific security deed between Renaissance and Credit Suisse;
3. custody deed between Renaissance and Credit Suisse Equities (Australia) Limited; and
4. account control deed between Renaissance, Credit Suisse and Credit Suisse Equities (Australia) Limited.

Pursuant to the terms of the Collar, Renaissance has entered into cash-settled call and put options with Credit Suisse in respect of 69,408,524 De Grey Shares. However, these cash-settled options do not give Renaissance, Gold Road or any of their associates any additional relevant interest in De Grey.

For completeness, we also note that Credit Suisse has entered into the AMSLA which allows Credit Suisse to borrow prescribed De Grey Shares from Renaissance. As at the date of this letter, Credit Suisse has not exercised its right to borrow De Grey Shares from Renaissance.

Yours faithfully
Corrs Chambers Westgarth

Sandy Mak
Partner

Oliver Carrick
Partner

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To: Company Name/Scheme De Grey Mining Ltd (**De Grey**)
ACN/ARSN 094 206 292

1. Details of substantial holder (1)

Name Gold Road Resources Limited (**Gold Road**), Renaissance Resources Pty Ltd (**Renaissance**) and each of the entities listed in **Annexure A** (the **Gold Road Group Entities**)

ACN\ARSN (if applicable) 109 289 527 and 661 053 283

There was a change in the interests of the substantial holder on 18/08/2022
The previous notice was given to the company on 11/05/2022
The previous notice was dated 10/05/2022

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary securities	203,577,703	14.45%	281,992,494	19.99%
*Note: Pursuant to the terms of the equity collar agreement entered into between Renaissance and Credit Suisse AG (**CS**) attached in **Annexure C** (**Collar**), Renaissance has entered into cash-settled call and put options with CS in respect of 69,408,524 ordinary shares in De Grey. However, we note that these cash-settled options do not give Renaissance, Gold Road or any Gold Road Group Entities any additional relevant interest in De Grey.				

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
18 August 2022	Renaissance	Renaissance has acquired 203,577,703 ordinary shares in De Grey from DGO Gold Limited (**DGO**) through an off-market transfer, and therefore has a relevant interest in those shares pursuant to section 608(1) of the *Corporations Act 2001* (Cth) (**Corporations Act**).	$1.00 per ordinary share	203,577,703 ordinary shares	203,577,703
18 August 2022	Gold Road	Gold Road has the same relevant interests as Renaissance pursuant to section 608(3)(b) of the Corporations Act by virtue of Renaissance being controlled by Gold	N/A	203,577,703 ordinary shares	203,577,703

		Road.			
18 August 2022	Gold Road Group Entities	The Gold Road Group Entities have a voting power of more than 20% in Renaissance as they are controlled bodies corporate, and therefore associates, of Gold Road. Each of the Gold Road Group Entities therefore have the same relevant interests as Renaissance pursuant to section 608(3)(a) of the Corporations Act.	N/A	203,577,703 ordinary shares	203,577,703
See **Annexure B**	Renaissance	Renaissance has acquired 12,476,693 ordinary shares in De Grey through various on-market trades set out in **Annexure B**, and therefore has a relevant interest in those shares pursuant to sections 608(1)(b) and 608(1)(c) of the Corporations Act by virtue of having voting power in, and the power to control the disposal of, those shares.	See **Annexure B**	12,476,693 ordinary shares	12,476,693
See **Annexure B**	Gold Road	Gold Road has the same relevant interests as Renaissance pursuant to section 608(3)(b) of the Corporations Act by virtue of Renaissance being controlled by Gold Road.	N/A	12,476,693 ordinary shares	12,476,693
See **Annexure B**	Gold Road Group Entities	The Gold Road Group Entities have a voting power of more than 20% in Renaissance as they are controlled bodies corporate, and therefore associates, of Gold Road. Each of the Gold Road Group Entities therefore have the same relevant interests as Renaissance pursuant to section 608(3)(a) of the Corporations Act.	N/A	12,476,693 ordinary shares	12,476,693
18 August 2022	Renaissance	Renaissance acquired 65,938,098 ordinary shares in De Grey under the Collar. Renaissance therefore has a relevant interest in those shares pursuant to section 608(1) of the Corporations Act.	$1.00 per ordinary share	65,938,098 ordinary shares	65,938,098
18 August	Gold Road	Gold Road has the	N/A	65,938,098	65,938,098

2022		same relevant interests as Renaissance pursuant to section 608(3)(b) of the Corporations Act by virtue of Renaissance being controlled by Gold Road.		ordinary shares		
18 August 2022	Gold Road Group Entities	The Gold Road Group Entities have a voting power of more than 20% in Renaissance as they are controlled bodies corporate, and therefore associates, of Gold Road. Each of the Gold Road Group Entities therefore have the same relevant interests as Renaissance pursuant to section 608(3)(a) of the Corporations Act.	N/A	65,938,098 ordinary shares	65,938,098	

1 2022

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Renaissance	Renaissance	Renaissance	As noted in section 3 above, Renaissance has acquired 203,577,703 ordinary shares in De Grey from DGO through an off-market transfer, and therefore has a relevant interest in those shares pursuant to section 608(1) of the Corporations Act.	203,577,703 ordinary shares	203,577,703
Gold Road	Renaissance	Renaissance	As noted in section 3 above, Gold Road has the same relevant interests as Renaissance pursuant to section 608(3)(b) of the Corporations Act.	203,577,703 ordinary shares	203,577,703
Gold Road Group Entities	Renaissance	Renaissance	As noted in section 3 above, the Gold Road Group Entities have the same relevant interests as Renaissance pursuant to section 608(3)(a) of the Corporations Act.	203,577,703 ordinary shares	203,577,703

19 August 2022	Renaissance	Credit Suisse Equities (Australia) Limited	Credit Suisse Equities (Australia) Limited	As noted in section 3 above, Renaissance acquired 12,476,693 ordinary shares in De Grey through various on-market trades set out in **Annexure B**, and therefore has a relevant interest in those shares pursuant to sections 608(1)(b) and 608(1)(c) of the Corporations Act.	12,476,693 ordinary shares	12,476,693
	Gold Road	Credit Suisse Equities (Australia) Limited	Credit Suisse Equities (Australia) Limited	As noted in section 3 above, Gold Road has the same relevant interests as Renaissance pursuant to section 608(3)(b) of the Corporations Act.	12,476,693 ordinary shares	12,476,693
	Gold Road Group Entities	Credit Suisse Equities (Australia) Limited	Credit Suisse Equities (Australia) Limited	As noted in section 3 above, the Gold Road Group Entities have the same relevant interests as Renaissance pursuant to section 608(3)(a) of the Corporations Act.	12,476,693 ordinary shares	12,476,693
	Renaissance	Credit Suisse Equities (Australia) Limited	Credit Suisse Equities (Australia) Limited	As noted in section 3 above, Renaissance acquired 65,938,098 ordinary shares in De Grey under the Collar and therefore has a relevant interest in those shares pursuant to section 608(1) of the Corporations Act.	65,938,098 ordinary shares	65,938,098
	Gold Road	Credit Suisse Equities (Australia) Limited	Credit Suisse Equities (Australia) Limited	As noted in section 3 above, Gold Road has the same relevant interests as Renaissance pursuant to section 608(3)(b) of the Corporations Act.	65,938,098 ordinary shares	65,938,098
	Gold Road Group Entities	Credit Suisse Equities (Australia) Limited	Credit Suisse Equities (Australia) Limited	As noted in section 3 above, the Gold Road Group Entities have the same relevant interests as Renaissance pursuant to section 608(3)(a) of the Corporations Act.	65,938,098 ordinary shares	65,938,098

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Renaissance	Renaissance is associated with Gold Road pursuant to section 12(2)(a)(ii) of the Corporations Act by virtue of being a controlled body corporate of Gold Road. Renaissance is also associated with the Gold Road Group Entities pursuant to section 12(2)(a)(iii) of the Corporations Act by virtue of the Gold Road Group Entities also being controlled bodies corporate of Gold Road.

6. Addresses

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

Name	Address
Gold Road	Level 2, 26 Colin Street, West Perth WA 6005
Renaissance	Level 2, 26 Colin Street, West Perth WA 6005
The Gold Road Group Entities	See **Annexure A**

Signature

print name Hayden Bartrop capacity Company Secretary

sign here date 19/8/2022

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg, a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.

(2) See the definition of "associate" in section 9 of the Corporations Act 2001.

(3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

(6) Include details of:

(a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

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

(7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

(8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".

(9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

ANNEXURE A

This is Annexure A of 1 page referred to in Form 604 Notice of Change of Interests of Substantial Holder

Name: Hayden Bartrop

Date: 19 August 2022

Gold Road Group Entities

Name	ACN	Association	Address
Gold Road (Projects) Pty Ltd	621 279 525	Related body corporate	Level 2, 26 Colin Street West Perth WA 6005
Gold Road (Gruyere Holdings) Pty Ltd	612 071 253	Related body corporate	Level 2, 26 Colin Street West Perth WA 6005
Gold Road (Gruyere) Pty Ltd	612 071 306	Related body corporate	Level 2, 26 Colin Street West Perth WA 6005
Gold Road (North Yamarna Holdings) Pty Ltd	616 335 052	Related body corporate	Level 2, 26 Colin Street West Perth WA 6005
Gold Road (North Yamarna) Pty Ltd	616 334 653	Related body corporate	Level 2, 26 Colin Street West Perth WA 6005
Gold Road (South Yamarna Holdings) Pty Ltd	616 334 644	Related body corporate	Level 2, 26 Colin Street West Perth WA 6005
Gold Road (South Yamarna) Pty Ltd	124 564 763	Related body corporate	Level 2, 26 Colin Street West Perth WA 6005
Gold Alpha Investments Pty Ltd	640 504 472	Related body corporate	Level 2, 26 Colin Street West Perth WA 6005
Renaissance Investments Pty Ltd	640 636 317	Related body corporate	Level 2, 26 Colin Street West Perth WA 6005
DGO Gold Limited	124 562 849	Related body corporate	Level 2, 26 Colin Street West Perth WA 6005
Yandan Gold Mines Limited	137 748 022	Related body corporate	Level 2, 26 Colin Street West Perth WA 6005
DGO Copper Limited	650 870 509	Related body corporate	Suite 2, Level 9, 63 Exhibition Street Melbourne VIC 3000
Discovery Gold Limited	638 811 186	Related body corporate	Suite 2, Level 9, 63 Exhibition Street Melbourne VIC 3000

ANNEXURE B

This is Annexure B of 1 page (including this page) referred to in Form 604 Notice of Change of Interests of Substantial Holder

Name: Hayden Bartrop

Date: 19 August 2022

Date of Change	Holder of Relevant Interest	Nature of Change	Consideration	Number of Securities	Person's Votes Affected
12/08/2022	Renaissance	Buy	$ 1,467,607.50	1,425,000	1,425,000
15/08/2022	Renaissance	Buy	$ 2,358,555.45	2,304,402	2,304,402
16/08/2022	Renaissance	Buy	$ 5,367,553.68	5,309,153	5,309,153
17/08/2022	Renaissance	Buy	$ 2,845,307.80	2,745,906	2,745,906
18/08/2022	Renaissance	Buy	$ 705,176.74	692,232	692,232
Total			**$ 12,744,201.17**	**12,476,693**	**12,476,693**

ANNEXURE C

This is Annexure C of 198 pages (including this page) referred to in Form 604 Notice of Change of Interests of Substantial Holder

Name: Hayden Bartrop

Date: 19 August 2022

EXECUTION VERSION
(Equity Collar)

Confirmation of an Equity Collar Transaction

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18 August 2022

Transaction

RENAISSANCE RESOURCES PTY LTD
Level 2, 26 Colin Street, West Perth WA 6005, Australia

Dear Sirs,

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the transaction entered into between Credit Suisse AG, Singapore Branch, a foreign company incorporated in Switzerland with limited liability, with a branch registered in Singapore with registered number S73FC2261L and its registered office at 1 Raffles Link #03-01, Singapore ("**Party A**") and Renaissance Resources Pty Ltd ("**Party B**") on the Trade Date specified below (the "**Transaction**"). This Confirmation constitutes a 'Confirmation' as referred to in the Agreement specified below, and supersedes all or any prior written or oral agreements in relation to the Transaction.

The definitions and provisions contained in the 2006 ISDA Definitions as amended and supplemented as at the date hereof (the "**2006 Definitions**") and the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**", and together with the 2006 Definitions, the "**Definitions**"), in each case as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"), and supplemented by the 2018 ISDA Benchmarks Supplement, are incorporated into this Confirmation. In the event of any inconsistency between the 2006 Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern. The Transaction shall constitute, for the purposes of the 2006 Definitions, a "Swap Transaction", and for the purposes of the Equity Definitions, a "Share Option Transaction".

1. This Confirmation evidences a complete and binding agreement between Party A and Party B as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall be deemed

to supplement, form a part of, and be subject to, a single agreement (the "**Agreement**") in the form of the ISDA 2002 Master Agreement as published by ISDA (the "**ISDA Master**") as if, on the Trade Date of the Transaction, Party A and Party B had executed a separate Agreement in such form (but without any Schedule except for (i) the election of New South Wales, Australia as the governing law (and each party hereby submits to the exclusive jurisdiction of the courts of New South Wales); (ii) Section 13(b) of the Agreement shall be amended by including the following after "Agreement" in the second line thereof: "(including any non-contractual obligations arising out of or in connection with it)"; and (iii) the election of AUD as the Termination Currency). All provisions contained in the Agreement and incorporated herein by reference will govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction.

2. Party A has entered into this Transaction as principal. The time at which this Transaction was executed will be notified to Party B on request.

3. By executing this Confirmation, the parties agree to the provisions set out in Appendix 4 (*Dispute Resolution*). In the event of any inconsistency between the provisions set out in Appendix 4 (*Dispute Resolution*) and this Confirmation, the provisions set out in Appendix 4 (*Dispute Resolution*) will prevail for the purpose of the Transaction.

4. This Confirmation shall be deemed to be a "Transaction Document" for the purposes of the Agreement.

5. The terms of the particular Transaction to which this Confirmation relates are as follows:

<u>General Terms applicable to the Call Options and the Put Options</u>

Trade Date:	18 August 2022, subject to the provisions set out at Paragraph 11 (*Conditions Precedent*).
Effective Date:	The Trade Date.
Hedging Activities:	The activities (if any) undertaken by Party A in order to establish the Applicable Hedge Positions. For the avoidance of doubt, Party A will determine its Hedging Activities in its sole and absolute discretion and is under no obligation to enter into any Hedging Activities.
Hedging Notice:	Means a notice, substantially in the form set out in Appendix 2 (*Form of Hedging Notice*). Party A may deliver one or more Hedging Notices to Party B (x) on the Effective Date or (y) prior to the opening of trading on the Exchange on the Exchange Trading Day immediately following the Effective Date,

provided that any Hedging Notice so delivered shall be deemed to be effective as of the Effective Date. Any subsequently delivered Hedging Notice delivered shall prevail over any previous Hedging Notice to the extent of any inconsistency.

Provided that no Event of Default or Potential Event of Default is continuing in respect of Party B, following each Expiration Date and each OET Date, Party A will deliver a revised Hedging Notice to Party B showing the revised Total Number of Shares under the remaining Call Options and Put Options.

Applicable Hedge Positions:	The Hedge Positions that Party A determines, in its sole and absolute discretion, are necessary at such time to hedge, through the Hedge Positions alone, Party A's position in entering into and performing its obligations with respect to the Transaction.
Shares:	The ordinary shares of the Issuer (ISIN: AU000000DEG6).
Issuer:	De Grey Mining Limited (Bloomberg code: DEG AU).
Initial Reference Price:	The closing price of the Shares on the Effective Date, as specified in the latest Hedging Notice delivered by Party A to Party B.
Business Days:	Sydney.
Notional Amount:	At any time, an amount equal to the Number of Put Options multiplied by the Initial Reference Price.
Fee:	Zero.

<u>Share Sale and Purchase:</u>

Share Purchase:	On the Purchase Date, Party B shall purchase Shares equal to the Number of Initial Delta Shares from Party A, free from any security interest or other encumbrance, for an aggregate purchase price equal to the Purchase Price,

provided that the settlement of the relevant purchase of Shares shall be on the Settlement Date in accordance with the provisions immediately below.

On the Settlement Date:

(i) Party B shall pay to Party A the aggregate of (x) the Purchase Price and (y) separate to the Purchase Price and as a reimbursement to Party A of out-of-pocket costs incurred or due to be incurred by Party A, any expenses, fees, exchange fees, costs, Taxes, Stamp Taxes, levies, charges, commissions and trading fees incurred or due by Party A by reason of the purchase or delivery of the Number of Initial Delta Shares, reasonable evidence of which must be provided to Party B; and

(ii) Party A will give irrevocable instructions to transfer the Number of Initial Delta Shares to the Securities Account (or procure the transfer of the Number of Initial Delta Shares to the Securities Account).

Purchase Date: The Effective Date.

Settlement Date: The date which is two Exchange Business Days following the Effective Date.

Purchase Price: In respect of the Settlement Date, an amount in AUD equal to the product of:

(i) the Initial Reference Price; and

(ii) the Number of Initial Delta Shares.

Number of Initial Delta Shares: Such number of Shares as specified in the relevant Hedging Notice delivered by Party A to Party B, provided that (a) the Number of Initial Delta Shares shall not exceed 65,938,098 Shares and (b) Party A shall consult with Party B on the Number of

	Initial Delta Shares before delivering a Hedging Notice.

Tranches:

Tranches:	The Transaction is made up of a number of individual tranches (each, a "**Tranche**") equal to the Number of Tranches, each with the terms and conditions set out in this Confirmation, as supplemented by the latest Hedging Notice. For the avoidance of doubt, each Tranche does not comprise a separate Transaction.
Number of Tranches:	Up to a maximum number of 5 Tranches, as specified in the latest Hedging Notice delivered by Party A to Party B, as may be amended by agreement between the parties.
Total Number of Shares:	Up to a maximum number of 69,408,524 Shares, as specified in the latest Hedging Notice delivered by Party A to Party B.
Tranche Notional Amount:	In respect of each Tranche, the Number of Put Options per Tranche multiplied by the Initial Reference Price.
Exchange:	Australian Securities Exchange.
Related Exchange(s):	All Exchanges.
Premium:	Zero, no Premium is payable.

General Terms applicable to the Call Options

Option Style:	European.
Option Type:	Call.
Seller:	Party B.
Buyer:	Party A.
Number of Call Options:	The number that is equal to the Total Number of Shares.

Number of Call Options per Tranche:	In respect of a Tranche, the number specified as such in respect of that Tranche in Annex A (*Tranche Terms*) to the latest Hedging Notice; provided that the aggregate of the Number of Call Options per Tranche will be equal to the Number of Call Options.
Option Entitlement:	One Share per Option.
Strike Price:	Initial Reference Price * Call Strike Percentage.
Call Strike Percentage:	110.00%
Valuation Time:	As provided in Section 6.1 of the Equity Definitions.
Valuation Date:	With respect to each Tranche, the Expiration Date related thereto.

General Terms applicable to the Put Options

Option Style:	European.
Option Type:	Put.
Seller:	Party A.
Buyer:	Party B.
Number of Put Options:	The number that is equal to the Total Number of Shares.
Number of Put Options per Tranche:	In respect of a Tranche, the number specified as such in respect of that Tranche in Annex A (*Tranche Terms*) to the latest Hedging Notice; provided that the aggregate of the Number of Put Options per Tranche will be equal to the Number of Put Options.
Option Entitlement:	One Share per Option.
Strike Price:	Initial Reference Price * Put Strike Percentage
Put Strike Percentage:	100.00%
Valuation Time:	As provided in Section 6.1 of the Equity Definitions.

Valuation Date:	With respect to each Tranche, the Expiration Date related thereto.

Procedure for Exercise applicable to the Call Options and the Put Options:

Expiration Time:	In respect of a Tranche, the Valuation Time of such Tranche.
Expiration Date:	In respect of a Tranche, the date specified as such in respect of that Tranche in Annex A (*Tranche Terms*) to the latest Hedging Notice.
Automatic Exercise:	Applicable, provided that Section 3.4(c) of the Equity Definitions shall be deleted in its entirety and replaced with the following: '"In-the-Money" means, in respect of a Call Option, that the Reference Price is greater than the Strike Price and, in respect of a Put Option, that the Reference Price is less than the Strike Price." An Option Transaction may not be exercised unless it is In-the-Money at the Expiration Time on the Expiration Date.
Reference Price:	With respect to each Tranche, the arithmetic mean of the Relevant Prices on each Averaging Date for such Tranche, as determined by Party A, acting in a commercially reasonable manner, and as communicated to Party B as soon as reasonably practicable.

Settlement Terms applicable to the Call Options and the Put Options:

Cash Settlement:	Applicable.
Settlement Currency:	AUD.
Cash Settlement Payment Dates:	In respect of each Tranche, two Currency Business Days following the determination of the Reference Price in respect of such Tranche.
Settlement Price:	The Reference Price.
Averaging Dates:	In relation to each Tranche, the relevant Valuation Date for such Tranche and each of the 30 consecutive Scheduled Trading Days

immediately prior to such Valuation Date.

Averaging Date Disruption:	Modified Postponement.
Relevant Price:	In relation to each Averaging Date for each Tranche, the volume weighted average price per Share that would be realised by Party A and/or any of its Affiliate(s) in terminating or liquidating any Applicable Hedge Positions with respect to such Averaging Date (taking into account any expenses, fees, exchange fees, costs, Taxes, Stamp Taxes, levies, charges, commissions and trading fees that would be incurred by Party A and/or any of its Affiliate(s)), as determined by Party A acting in a commercially reasonable manner and in good faith and communicated to the Party B as soon as reasonably practicable.

Net Settlement:

(i) Payment Netting

For the avoidance of doubt, unless otherwise stated, all payments in respect of this Transaction and all other Transactions that are subject to the Agreement will be subject to the application of payment netting to the extent permitted under Section 2(c) of the Agreement.

Dividend Adjustments:

The parties have assumed that no dividends shall be declared or paid by the Issuer to holders of the Shares at any time during the period between the Trade Date and the final Expiration Date (inclusive). If any Actual Dividend (as defined below) is declared on the Shares with respect to which the Ex-Dividend Date falls on a date falling between the Trade Date and the final Expiration Date (inclusive), then Party B shall pay to Party A an amount equal to the Dividend Adjustment Amount on the date which is two Currency Business Day following payment of such Actual Dividend (the "**Actual Dividend Payment Date**").

Where:

"**Dividend Adjustment Amount**" means the amount calculated in accordance with the following formula:

Number of Options * Actual Dividend * Prevailing Delta where:

"**Number of Options**" means the Number of Put Options (as reduced by the aggregate of the Number of Put Options per Tranche in respect of which an Expiration Date has occurred).

"**Actual Dividend**" means 100% of the gross cash ordinary dividend per Share (before deduction for or on account of any withholding tax but taking into account any applicable franking credit) paid by the Issuer to holders of record of a Share.

"**Prevailing Delta**" an amount expressed as a percentage that is equal to the quotient of:

(a) Delta Quantity; over

(b) Total Number of Shares.

"**Delta Quantity**" is a number determined by Party A in a commercially reasonable manner that represents Party A's delta short position in connection with Party A's hedging (either actual or synthetic) of this Transaction as of the close of business on the Exchange Business Day immediately prior to the relevant Ex-Dividend Date (and which will be a number that is between zero and the Total Number of Shares).

"**Ex-Dividend Date**" means, in respect of an Actual Dividend, the date on which the Shares commence trading ex-dividend on the Exchange in respect of such Actual Dividend.

<u>Liquidity Adjustments:</u>

Consequences of Liquidity Event:	If a Liquidity Event occurs, the Calculation Agent shall: (a) (i) make such adjustment to the exercise, settlement, payment or any other terms of the Transaction with respect to the outstanding Options (or part thereof), as the Calculation Agent determines acting reasonably and in good faith appropriate to account for the economic effect on the Transaction and/or the Hedge Positions in respect of the Transaction of the Liquidity Event (including adjustments and/or postponement, as applicable, to the Number of Tranches, the number of Averaging Dates, any Averaging Date, Valuation Date and/or any other date of valuation or delivery such that following such adjustments or postponement, the Hedging Party would be able to establish, adjust or unwind its Hedge Positions by trading Shares on the Exchange in an orderly manner on or around each Averaging Date and/or Valuation Date of the Options); and (ii) determine the effective date of such adjustments; or

b) if the Calculation Agent determines acting reasonably and in good faith that no adjustment it could make under paragraph (a) above would produce a commercially reasonable result (a "**Liquidity Termination Event**"), it may give the parties at least two Scheduled Trading Days' notice that the relevant consequence will be the termination of the Transaction specifying the date of such termination, in which case the Transaction shall be terminated as of the date so specified and the Determining Party shall determine the Cancellation Amount payable by one party to the other which shall be paid in accordance with Section 12.9(b)(ix).

Liquidity Event:	The Calculation Agent determines acting reasonably and in good faith that, in relation to a Scheduled Trading Day, the ADTV for the period of 60 Scheduled Trading Days ending on that Scheduled Trading Day is less than 3,000,000 Shares. For this purpose, "**ADTV**" means the average daily trading volume of the Shares on the Exchange as determined by the Calculation Agent by reference to Bloomberg page DEG AU or, if such information is not available for any reason or is manifestly incorrect, such information published by Thomson Reuters or any other equivalent international financial data provider (but, in each case, excluding any trading volume that would otherwise have been included in such determination that may be attributable to any off-Exchange transaction).
Determining Party:	For the purposes of the "Liquidity Adjustments" provisions, Party A for all applicable events.

Optional Early Termination:

Optional Early Termination:

Provided that:

(i) no Event of Default, Potential Event of Default or Termination Event has occurred; and

(ii) no Potential Adjustment Event, Liquidity Event or Extraordinary Event has occurred in respect of which an adjustment or payment (as applicable) has not been made (unless the Calculation Agent, Hedging Party, Determining Party or Party A (as applicable) has confirmed that no adjustment will be made) pursuant to the Equity Definitions (as amended by this Confirmation) or the "Liquidity Adjustments" provision of this Confirmation (as applicable),

Party B may request the early termination of all or a portion of the Number of Call Options and Number of Put Options (the "**OET Options**") in accordance with these provisions by delivering a written request to Party A specifying the number of OET Options to be terminated (the "**Number of OET Options**" and such request an "**OET Request**").

Party A shall, by no later than 5:00 p.m. (Sydney time) on the Scheduled Trading Day following receipt of a valid OET Request, notify Party B whether its OET Request is accepted or not. If the OET Request is accepted by Party A, Party A will by way of written notification to Party B provide an unwind pricing indication (the "**Pricing Indication**") for the Number of OET Options in respect of such OET Request. The Pricing Indication must be determined by Party A acting in good faith and a commercially reasonable manner.

Party B may, by irrevocable written notice (such notice, an "**OET Instruction**") to Party A delivered no later than 5:00 p.m. (Sydney time) on the Scheduled Trading Day immediately following the receipt of Party A's Pricing Indication (the "**OET Instruction Date**"), elect to proceed with the requested termination of the Number of OET Options. If Party B does not deliver a valid OET Instruction on or prior to the OET Instruction Date, Party B shall be deemed to have withdrawn its OET Request.

Upon the receipt of a valid OET Instruction, Party A shall attempt to unwind its Applicable Hedge Positions in respect of the Number of OET Options on a reasonable efforts basis. Following the unwind of its Applicable Hedge Positions in respect of the Number of OET Options or Party A making an OET Determination (as defined below) (collectively the "**OET Unwind**"), Party A shall notify Party B within one Currency Business Day (the "**OET Date**") of:

(i) the Number of Options actually terminated pursuant to the OET Unwind (the "**Terminated OET Options**");

(ii) if any, the Number of OET Options *less* the Terminated OET Options (the "**Unliquidated OET Options**");

(iii) the OET Reference Price;

(iv) the OET Unwind Price;

(v) the Total OET Unwind Cost and the party owing such amount (the "**OET Amount Payee**");

(vi) the remaining Number of Put Options, Number of Put Options per Tranche, Number of Call Options, Number of Call Options Per Tranche and the Total Number of Shares, in each case, following the OET Unwind; and

(vii) the Tranche Notional Amount applicable to each Tranche and Notional Amount as a result of the OET Unwind,

provided that if for any reason Party A (acting in good faith and in a commercially reasonable manner) determines that it is unable to unwind its Applicable Hedge Positions in respect of some or all of the Number of OET Options (such a determination an "**OET Determination**"), Party A shall promptly notify Party B in writing and the OET Instruction in respect of the Unliquidated OET Options (which may be equal to the Number of OET Options) shall be deemed to have lapsed and have no effect.

Within one Currency Business Day following such OET Date, the OET Amount Payee shall pay to the other party the Total OET Unwind Cost. For the avoidance of doubt, the OET Unwind Price and Total OET Unwind Cost may differ from the Pricing Indication, depending on market conditions and certain market parameters during the period in which Party A unwinds its Applicable Hedge Positions in relation to the Terminated OET Options, and the determination of the OET Unwind Price and the Total OET Unwind Cost shall be binding on the parties and shall prevail over the Pricing Indication provided for such OET Request.

For these purposes:

"**Number of Options**" means the Number of Put Options (as reduced pursuant to any previous Optional Early Termination and by the aggregate of the Number of Put Options per Tranche in respect of which an Expiration Date has occurred).

"**OET Reference Price**" means in respect of any Terminated OET Options, the volume weighted average price per Share that is realised by Party A and/or any of its Affiliate(s) in terminating or liquidating any Applicable Hedge Positions with respect to such Terminated OET Options (taking into account any expenses, fees, exchange fees, costs, Taxes, Stamp Taxes, levies, charges, commissions and trading fees that would be incurred by Party A and/or any of its Affiliate(s)), as determined by Party A acting reasonably and in good faith.

"**OET Unwind Price**" means the value of an Option as determined by Party A as of the OET Date and based on the OET Reference Price.

"**Total OET Unwind Cost**" means the aggregate amount of the OET Unwind Price multiplied by the number of Terminated OET Options.

Adjustments:

Method of Adjustment:	Calculation Agent Adjustment

Extraordinary Events:

Consequences of Merger Events:

(a)	Share-for-Share:	Modified Calculation Agent Adjustment
(b)	Share-for-Other:	Modified Calculation Agent Adjustment
(c)	Share-for-Combined:	Modified Calculation Agent Adjustment
	Determining Party:	Party A

Merger Event Date: Section 12.1(b) of the Equity Definitions shall be amended by replacing the words "Merger Date" in the fourth last line thereof with the words "Merger Event Date".

Sections 12.2(b) and 12.2(e) of the Equity Definitions shall be amended by replacing the words "Merger Date" each time they appear with the words "Merger Event Date".

"**Merger Event Date**" means, in respect of a Merger Event, the date of the occurrence of such Merger Event, which shall be deemed to be the Announcement Date or such other date as the Calculation Agent determines is commercially reasonable in the circumstances.

Tender Offer:	Applicable
Consequences of Tender Offers:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Modified Calculation Agent Adjustment
(c) Share-for-Combined:	Modified Calculation Agent Adjustment
Determining Party:	Party A
Composition of Combined Consideration:	Not Applicable

Tender Offer Date: Sections 12.3(a) and 12.3(d) of the Equity Definitions shall be amended by replacing the words "Tender Offer Date" each time they appear with the words "Tender Offer Event Date".

"**Tender Offer Event Date**" means, in respect of a Tender Offer, the date of the occurrence of such Tender Offer, which shall be deemed to be the Announcement Date or such other date as the Calculation Agent determines is commercially reasonable in the circumstances.

Nationalisation, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination)
Additional Disruption Events:	For the purposes of Section 12.9 of the Equity Definitions, references to the terms 'a party' or a 'Hedging Party' will be deemed to include any of its Affiliates for all purposes other than giving or receiving notice.
(a) Change in Law:	Applicable, *provided* that: (i) Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase "or public announcement or statement of the formal or informal interpretation," and (ii) replacing the parenthetical beginning after the word "regulation" in the second line thereof with the words "(including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption or promulgation of new

regulations authorized or mandated by existing statute)" and

(ii) the word "Shares" in Section 12.9 (a)(ii) of the Equity Definitions is replaced by the words "Hedge Positions".

(b) Failure to Deliver: Not Applicable

(c) Insolvency Filing: Applicable

(d) Hedging Disruption: Applicable, *provided* that:

(i) Section 12.9(a)(v) of the Equity Definitions is hereby replaced in its entirety by the following:

"Hedging Disruption" means that the Hedging Party is unable, after using commercially reasonable efforts, to either (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hedge Position(s) it deems necessary to hedge any relevant price risk of entering into and performing its obligations with respect to the relevant Transaction (including, without limitation and for the avoidance of doubt, any synthetic equity borrowing transaction, if applicable) or (B) freely realize, recover, receive, repatriate, remit or transfer the proceeds of any such Hedge Position(s).

(ii) Section 12.9(b)(iii) of the Equity Definitions is hereby amended by:

(a) inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption"; and

(b) adding the words "(or, if such Hedging Disruption is due to any restriction imposed by (A) the Issuer of any relevant Shares or (B) any court, tribunal or regulatory authority with competent jurisdiction, in either case on the ability of a person to acquire or maintain ownership of such Shares by virtue of being a foreign person in the country of incorporation of

		such Issuer or issuer, such shorter notice as may be required to comply with such restriction)" after the word "notice" in the fourth line thereof
	Hedge Position:	The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions shall be amended by deleting the words after "means" and replacing them with the words "any purchase, sale, entry into, unwind, termination or maintenance of any positions in the Shares that the Hedging Party deems necessary, acting reasonably, to hedge the equity price risk of entering into and performing its obligations with respect to the relevant Transaction,".
	Hedging Party:	Party A
(e)	Loss of Stock Borrow:	Applicable
	Hedging Party:	Party A, provided that Loss of Stock Borrow shall not apply if the Hedging Party is able to borrow sufficient Shares pursuant to the AMSLA at a rate equal to or less than the Maximum Stock Loan Rate
	Maximum Stock Loan Rate:	2.0% or such other rate as agreed by the parties in writing
(f)	Increased Cost of Stock Borrow:	Applicable.
	Hedging Party:	Party A
	Initial Stock Loan Rate:	0.5%
(g)	Increased Cost of Hedging:	Applicable
	Determining Party and Hedging Party:	Party A

6. Calculation Agent: Party A. The Calculation Agent is responsible for making all calculations, determinations and adjustments under this Transaction that are not expressed to be the responsibility of an identified party. All calculations, determinations and adjustments made by the Calculation Agent in respect of this Transaction will be made in good faith and in a commercially reasonable manner.

7. Credit Support Document

For the purpose of the Agreement, each of the Transaction Documents (other than the Agreement) will be a Credit Support Document in respect of Party B.

8. Account Details:

(1) Account for payments to Party A:

To be separately advised by Party A.

(2) Account for payments to Party B:

To be separately advised by Party B.

9. Offices and Contact Details for the Purpose of Giving Notice pursuant to the Agreement (including pursuant to Section 6 and 12 of the Agreement):

(1) The Office and contact details of Party A for the Transaction is: To be separately advised by Party A on the Trade Date.

(2) The Office and contact details of Party B for the Transaction is: To be separately advised by Party B on the Trade Date.

10. Additional Events of Default, Additional Termination Events and Close-out Amount

10.1 The following new paragraph 5(a)(ix) shall be added to Section 5(a) of the Agreement:

"(ix) ***Breach of Undertakings:*** Party B breaches any of the undertakings set out in Paragraph 14 (*Information and General Undertakings*) of this Confirmation, provided that in respect of a Non-Material Undertaking only, such breach shall only constitute an Event of Default if such breach is not remedied within 14 days after notice of such breach is given to Party B."

10.2 The occurrence of the following event(s) shall constitute an Additional Termination Event (in respect of which, Party B will be the sole Affected Party and this Transaction will be the sole Affected Transaction):

(i) ***Non-Financial Party Classification***. Party B informs Party A (whether pursuant to paragraph 21(l) (Confirmation of EMIR Classification Status) or otherwise) that Party B's EMIR Classification Status has changed (the "**NFC Change Notification**"), and Party B and Party A are unable to agree on the adjustments which need to be made to the Transaction governed by the Agreement on or before the earlier of (i) the date falling one month following the NFC Change Notification and (ii) the date on which the relevant EMIR or FMIA margin regulations begin to apply to the Transaction governed by the Agreement such that margin is required to be transferred.

10.3 Notwithstanding anything else in the Agreement, the parties agree and acknowledge that in respect of the determination of the Close-out Amount, Cancellation Amount or any other amount payable following the termination and/or cancellation of this Transaction (the "**Termination Amount**"):

(a) the relevant determining party shall determine such Termination Amount based on the prevailing market price per Share (as selected by such determining party in good faith and commercially reasonable manner) (such price, the "**Close-out Share Price**");

(b) Party A shall be entitled to terminate, liquidate or re-establish its hedge in respect of this Transaction at a time following the determination of the Termination Amount for this Transaction; and

(c) to the extent that there is any mismatch between the Close-out Share Price and the price per Share realised by Party A in actually terminating, liquidating or re-establishing its hedge in respect of this Transaction (taking into account any expenses, fees, exchange fees, costs, Taxes, Stamp Taxes, levies, charges, commissions and trading fees incurred by Party A and/or any of its Affiliate(s)) (the "**Hedge Unwind Price**"), Party A shall promptly notify Party B of the applicable Hedge Unwind Adjustment Amount and:

(x) if the Hedge Unwind Adjustment Amount is positive, Party A shall pay to Party B such Hedge Unwind Adjustment Amount within two Currency Business Days of such notification; or

(y) if the Hedge Unwind Adjustment Amount is negative, Party B shall pay to Party A the absolute value of such Hedge Unwind Adjustment Amount within two Currency Business Days of such notification.

Where:

"**Hedge Unwind Adjustment Amount**" means, an amount as determined by Party A in good faith and acting in a commercially reasonable manner in accordance with the following:

(A-B) x C

where:

"**A**" means the Close-out Share Price;

"**B**" means the Hedge Unwind Price; and

"**C**" means a number determined by Party A in a commercially reasonable manner that represents Party A's delta short position in connection with Party A's hedging (either actual or synthetic) of this Transaction as of the close of business on (x) the Early Termination Date or (y) the date on which the Termination Amount (other than a Close-Out Amount) is determined as of (and which will be a number that is between zero and the Total Number of Shares).

11. Conditions Precedent

11.1 Party B agrees to provide all of the documents and evidence set out in Appendix 1 (Conditions Precedent) to Party A upon, or prior to, executing this Confirmation (other than any legal opinion or memorandum to be provided by Allen & Overy to Party A).

The occurrence of the Effective Date, the Trade Date and Party A's obligations under this Transaction shall be subject to the condition precedent that Party A has notified Party B on or prior to the Trade Date that it has received (or waived its right to receive) all of the documents and evidence set out in Appendix 1 (Conditions Precedent), in each case, in form and substance satisfactory to Party A.

Party A must give such notification to Party B promptly upon determining in its sole and absolute discretion that it is so satisfied.

12. Other Provisions

Non-Reliance:	Applicable
Agreements and Acknowledgements Regarding Hedging Activities:	Applicable
Additional Acknowledgements:	Applicable

13. Party B Representations:

For the purposes of Section 3 of the Agreement, Party B represents to Party A on the date of this Confirmation, the Trade Date, the Effective Date, each Averaging Date, each Cash Settlement Payment Date, each date on which Party B requests and/or agrees to any adjustment, supplement and/or amendment of the Agreement or this Transaction, each date on which an OET Request or OET Instruction is made and each date on which this Transaction is terminated and/or cancelled in whole or in part that:

13.1 **Status**

Party B:

(a) is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation;

(b) has the power to own its assets and carry on its business as it is being conducted;

(c) is not a US Tax Obligor;

(d) is not a FATCA FFI; and

(e) is resident for tax purposes in Australia.

13.2 **Binding obligations**

(a) The obligations expressed to be assumed by it in each Transaction Document constitutes its valid and legally binding obligations and is enforceable against it in accordance with its terms subject to any necessary

stamping and registration requirements and laws generally affecting creditors' rights and equitable principles.

(b) Without limiting the generality of paragraph (a) above, subject to the Perfection Requirements, each Security Document creates the security interests which that Security Document purports to create and those security interests are valid and effective.

13.3 **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Transaction Documents do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) its constitutional documents;

(c) any document or security interest which is binding upon it or any of its assets; or

(d) any agreement or instrument binding upon or affecting it or its assets,

nor (except as provided in any Security Document) result in the existence of, or oblige it to create, any Security over any of its assets.

13.4 **Power and authority**

It has full power and authority to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.

13.5 **Validity and admissibility in evidence**

Subject, in the case of the Security Documents, to the Perfection Requirements, all Authorisations required or desirable:

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents;

(b) to make the Transaction Documents admissible in evidence in its jurisdiction of incorporation; and

(c) to enable it to create the Security expressed to be created by it pursuant to any Security Document and to ensure that such Security has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect.

13.6 **Governing law and enforcement**

(a) Subject to any general principles of law which are specifically referred to in any legal opinion provided to Party A in connection with the Transaction Documents, the choice of New South Wales law as the governing law of the Transaction Documents will be recognised and enforced in its jurisdiction of incorporation.

(b) Subject to any general principles of law which are specifically referred to in any legal opinion provided to Party A in connection with the Transaction Documents, any judgment obtained in New South Wales in relation to a Transaction Document will be recognised and enforced in its jurisdiction of incorporation.

13.7 **No default**

(a) No Event of Default is continuing or might reasonably be expected to result from the entry into, the performance of, or any transaction contemplated by, any Transaction Document.

(b) There is no Event of Default or Potential Event of Default under Section 5(a)(vii) (Bankruptcy) of the Agreement and the performance of any obligation under any Transaction Document would not cause such an Event of Default or Potential Event of Default.

(c) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might have a Material Adverse Effect.

13.8 **No misleading information**

(a) Any written factual information provided by or on behalf of Party B in relation to any Transaction Document was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

(b) Nothing has occurred or been omitted from the factual information referred to in paragraph (a) above and no information has been given or withheld that results in that information being untrue or misleading in any material respect.

(c) Without limiting the foregoing, all copies of documents delivered to Party A pursuant to Appendix 1 (Conditions Precedent) are true, complete and up-to-date copies and there are no other documents or other matters not disclosed to Party A in writing at the time of delivery of those copies that amends or otherwise affects them or any resolution, consent or approval evidenced by them.

13.9 **No proceedings pending or threatened**

No litigation, arbitration or administrative proceedings of or before any court, arbitral body, tribunal or agency which, if adversely determined, might reasonably

be expected to have a Material Adverse Effect, to the best of its knowledge having made reasonable enquiries, have been started or threatened against it.

13.10 **No breach of laws**

It has not breached any law or regulation which would impair its ability to perform its obligations under the Transaction Documents or the ability of Party A or it to hold, acquire or dispose of any Shares or the ability of Party A to hold, acquire or dispose of any Security over the Shares or to enforce the Transaction Security expressed to be created by the Security Documents.

13.11 **Taxation**

(a) It is not required to make any Tax Deduction from any payment it may make under any Transaction Document.

(b) It is not overdue in the filing of any Tax returns and it is not overdue in the payment of any amount in respect of Tax except to the extent that (i) such payment is being contested in good faith, (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them, and (iii) such payment can be lawfully withheld.

(c) It does not have any domicile or place of business in the US.

13.12 **Security and ranking**

(a) Subject to the Perfection Requirements, each Security Document creates (or, once entered into, will create) in favour of Party A the Security which it is expressed to create with the ranking and priority it is expressed to have.

(b) Without limiting paragraph (a) above, its payment obligations under the Transaction Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies or partnerships (as applicable) generally.

(c) It is the absolute legal owner of the Collateral Assets (at any time in which they do not form part of the Securities Account) and except for the Security Documents, any lien or security interest routinely imposed by CHESS, the legal title held by the Custodian on behalf of Party B under the Custody Agreement and any lien held by the Custodian under the Custody Agreement, no Security or other third party right or interest exists or will exist on or over the Collateral Assets or any amount deposited with the Custodian to be held as part of the Cash Account.

(d) On it acquiring any property forming part of the Collateral, it will be the absolute legal owner of that property (at any time in which such Collateral does not form part of the Securities Account) and no other person has any interests in the Collateral other than under a Security Document.

(e) There is no agreement, filing or registration that would enable another person to obtain a priority over the Collateral which is inconsistent with the priority contemplated by the Security Documents.

(f) It has the right to grant the security by way of transfer of the Collateral in the manner contemplated by the Security Documents.

(g) All Marketable Securities (as defined in the Security Documents) forming part of the Collateral are, or upon acquisition will be, fully paid.

(h) No Distribution (as defined in the Security Documents) or any other consideration, rent, profit, amount or other entitlement (whether in the nature of capital or income) in respect of any of the Collateral has been assigned or encumbered pursuant to a Security Interest other than pursuant to the Transaction Documents.

13.13 **Title to assets**

It has:

(a) at any time in which the Shares do not form part of the Securities Account, good and marketable title (as sole and absolute owner) to the Charged Shares which are expressed to be included in the Collateral; and

(b) not sold, transferred, lent, assigned, parted with its interest in or disposed of, granted any option in respect of or otherwise dealt with any of its rights, title and interest in and to the Collateral Assets, or agreed to do any of the foregoing (other than pursuant to the Transaction Documents).

13.14 **Charged Shares**

(a) The Charged Shares:

(i) are not in certificated form;

(ii) are listed on the Exchange;

(iii) are fully paid and no moneys or liabilities are outstanding or payable in respect of any of them;

(iv) have been duly authorised and validly issued; and

(v) are not subject to any legal or contractual restriction which may result in any adverse consequences to Party A or on the ability of Party A to value, market, realise or enforce its Security over those Charged Shares.

(b) The Custodian is recorded as the holder and legal owner of each Charged Share.

(c) No:

(i) form of notification is or will be required to be made to any stock exchange, regulatory authority or similar body or to any other person by Party A, Party B, the Issuer or any other person, other than as required to be made under Chapter 6C of the Corporations Act or pursuant to Australian Takeover Panel's Guidance Note 20 – Equity Derivatives;

(ii) approval from any stock exchange, regulatory authority or similar body or any other person is or will be required;

(iii) breach by Party B or any of its Associates of applicable securities laws or the rules relating to the listing and trading of securities on the Exchange as amended from time to time (the "**Securities Laws**") or any other similar law or regulation has occurred or will occur;

(iv) clearance to deal under the Securities Laws or any other similar law or regulation or any applicable governance policy is or will be required by Party B or any of its Associates; or

(v) mandatory offer or bid is or will be required to be made by Party A or any transferee or purchaser of the Shares,

as a result of the entry into or performance of any rights or obligations pursuant to any of the Transaction Documents.

(d) On the date of this Confirmation, Party B and their Associates hold relevant interests, in aggregate, of 216,054,396 Shares (including, in each case, the Charged Shares).

13.15 **Material Non-Public Information**

(a) Neither it, nor (to the best of its knowledge and belief) any Relevant Individual, is in possession of any Material Non-Public Information relating to the Issuer or the Shares which would (i) restrict its ability to deal in the Shares or grant Security over the Shares to Party A or (ii) affect its ability to enter into, terminate, amend, modify or otherwise perform its obligations under the Transaction Documents.

(b) Neither it, nor (to the best of its knowledge and belief) any Relevant Individual, will seek to terminate, amend or otherwise modify the Transaction Documents if that conduct would result in it being in breach of Part 7.10, Division 3 of the Corporations Act 2001 (Cth) or any other applicable law.

(c) It is not prohibited under Part 7.10 of the Corporations Act 2001 (Cth) or any other applicable law from dealing in the Shares, granting Security over the Shares to Party A or from entering into the Transaction Documents.

(d) Neither it, nor (to the best of its knowledge and belief) any Relevant Individual, is engaged in, or has engaged in conduct prohibited under section 1043A of the Corporations Act 2001 (Cth) (insider dealing). It has not engaged in market abuse or market manipulation in entering into and performing its obligations under the Transaction Documents.

(c) It has not made the decision to enter into the Transaction Documents (or has been influenced in making such decision) on the basis of Material Non-Public Information in violation of the Securities Laws, any other applicable laws of Australia or any comparable applicable legislation in any other applicable jurisdiction.

Party B will make and will procure each Relevant Individual makes at all times such timely notifications or disclosures to, and seek such approvals from, any applicable regulatory authorities, stock exchanges or the Issuer, as the case may be, as are required under any applicable law or Takeovers Panel Guidance Notes, in each case in connection with this Transaction or Party B's dealings with the Shares (including, but not limited to, the Australian Takeover's Panel's Guidance Note 20 – Equity Derivatives).

13.16 **Regulation S**

None of Party B, its Affiliates or any person acting on their behalf has engaged, or will engage, in any directed selling efforts, as defined in Regulation S under the US Securities Act of 1933, as amended, with respect to the Shares.

13.17 **Sanctions**

Party B:

(a) it is not a Restricted Party and does not act directly or indirectly on behalf of a Restricted Party;

(b) all proceeds received by it in respect of this Transaction shall not be used to fund or invest in or be used in relation to or for the benefit of or related in any way to any subject of any Sanctions, including any government of or entity organized in any country or territory that is the subject of any Sanctions or for any illegal activities, including but not limited to, any activities prohibited under applicable laws and regulations, including laws and regulations relating to Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions;

(c) all monies which will be delivered by it pursuant to this Transaction are not, to the best of its knowledge, derived from, invested for the benefit of, or related in any way to any subject of any Sanctions, including any government of or entity organized in any country or territory that is the subject of any Sanctions; and

(d) it does not know and does not have any reason to suspect that the monies which will be delivered to it pursuant to this Transaction have been or will be derived from or related to any illegal activities, including but not limited to, any activities prohibited under applicable laws and regulations, including laws and regulations relating to Anti-Corruption Laws, Money Laundering Laws, and Sanctions.

13.18 **Custody Agreement**

(a) It is and will at all times be the sole, absolute, legal and beneficial owner of its rights under the Custody Agreement.

(b) The Custody Agreement remains in full force and effect without any material amendment, supplement or variation.

13.19 **Irrevocable Instruction**

The Irrevocable Instruction (as defined in Appendix 1 (Conditions precedent)) has not been revoked or withdrawn and will not be revoked or withdrawn.

13.20 **Acknowledgement**

Party B acknowledges that Party A is entering into this Transaction in express reliance upon the above representations and warranties.

For the purposes of the above representations and the undertakings made by Party B in Appendix 3 (Party B Undertakings) below:

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Anti-Corruption Laws**" means, without limitation, the United Kingdom Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 and other similar legislation in other jurisdictions.

"**Anti-Money Laundering Laws**" means the applicable financial record keeping and reporting requirements and money laundering statutes in each of the jurisdictions in which it is domiciled and of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency.

"**Associate**" has the meaning given in section 12 of the Corporations Act.

"**Charged Shares**" means, at any time, those Shares which are subject to the Security created by the Security Deed.

"**CHESS**" means the Clearing House Electronic Subregister System.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Collateral**" means, at any time, the Collateral Assets at that time which are subject to perfected security in favour of Party A under the Security Documents.

"**Collateral Assets**" means, at any time, the Charged Shares and the Cash Account.

"**FATCA**" means Sections 1471 through 1474 of the Code, (or any amended or successor version that is substantively comparable thereto) and any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, and any fiscal or regulatory rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections.

"**FATCA Deduction**" means a deduction or withholding from a payment under a Transaction Document required by FATCA.

"**FATCA Exempt Party**" means a party that is entitled to receive payments free from any FATCA Deduction.

"**FATCA FFI**" means a foreign financial institution as defined in section 1471(d)(4) of the Code which, if any party to the Transaction Documents is not a FATCA Exempt Party, could be required to make a FATCA Deduction.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(i) moneys borrowed;

(ii) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(iii) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(iv) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IFRS be treated as balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with IFRS in force at the date of this Confirmation, have been treated as an operating lease);

(v) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(vi) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(vii) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(viii) shares which are expressed to be redeemable (other than at the option of the issuer) prior to, and including, the last Expiration Date;

(ix) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(x) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (ix) above.

"**Holding Company**" means, in relation to a person, any other person in respect of which it is a Subsidiary.

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Material Adverse Effect**" means a material adverse effect on or material adverse change in:

(i) the financial condition, assets or business of Party B;

(ii) the ability of Party B to perform and comply with its obligations under any Transaction Document;

(iii) the validity, legality or enforceability of any Transaction Document; or

(iv) the validity, legality or enforceability of any Transaction Security or on the priority and ranking of any of that Transaction Security.

"**Material Non-Public Information**" means any information (including, any information regarding any material adverse change or prospective material adverse change in the condition of, or any actual, pending or threatened litigation, arbitration or similar proceeding involving, the Issuer) that is not described in the Issuer's most recent annual report or subsequent public information releases to the Exchange and which, if it were made public, would be likely to have a significant effect on the price or value of

the Shares (including without limitation, information which constitutes inside information as defined in Division 3 of Part 7.10 of the Corporations Act 2001) .

"**Perfection Requirements**" means the making of the appropriate registrations, filings or notifications of the Security Documents as specifically contemplated by any legal opinion delivered pursuant to Appendix 1 (*Conditions Precedent*), including the Permitted Registration.

"**Permitted Registration**" means the registration of the Security Documents under the PPSA and payment of associated fees, which registrations, filings, taxes and fees will be made and paid promptly after the date of the Security Documents.

"**Relevant Individual**" means any individual who is an officer, director or employee of Party B (or any individual able to direct the decision-making of Party B) or any individuals working on Party B's behalf (other than Party A or its Affiliates or any external advisers of Party B or its Affiliates), in each case who has knowledge of the transactions contemplated in the Transaction Documents.

"**Restricted Countries**" means, as of the date of this Agreement, Cuba, Iran, North Korea, Syria and the region of Crimea, the Donetsk Independent Republic, and the Luhansk Independent Republic, and/or any other country or region so designated from time to time by a Sanctions Authority, as notified from time to time to Party B by Party A.

"**Restricted Party**" or "**Restricted Parties**" means any person, entity or party:

a) listed on any Sanctions List or a person, entity or party acting on behalf of such a person, entity or party;

b) located, domiciled, resident or incorporated under the laws of a country that is the target of country-wide Sanctions;

c) the government of a Restricted Country;

d) otherwise a target of Sanctions; or

e) controlling, owned, controlled by, or under common control with, any person, entity or party referred to under paragraphs (a) to (d) above.

"**Sanctions**" means any trade, economic or financial sanctions laws, regulations or embargoes enacted, imposed or enforced by any Sanctions Authority.

"**Sanctions Authority**" means:

(a) the United States;

(b) the United Nations;

(c) the European Union;

(d) the United Kingdom;

(e) Switzerland;

(f) Hong Kong;

(g) Singapore;

(h) the respective governmental institutions and agencies of any of the foregoing, including without limitation, the United States Treasury Department's Office of Foreign Assets Control, the US Department of State, and Her Majesty's Treasury, the Secretariat for Economic Affairs of Switzerland, the Swiss Directorate of International Law, the Hong Kong Monetary Authority and the Monetary Authority of Singapore; or

(i) any other body notified from time to time in writing to Party B by the Party A;

"**Sanctions List**" means the "Specially Designated Nationals and Blocked Persons" list publicly issued by OFAC, the "Consolidated List of Financial Sanctions Targets in the UK" publicly issued by Her Majesty's Treasury, or any similar list issued or maintained and made public by, or any public announcement of a Sanctions designation made by, any of the authorities of the United States, the United Kingdom, Switzerland, Hong Kong, Singapore, the United Nations or the European Union.

"**Subsidiary**" means a subsidiary within the meaning of Part 1.2 Division 6 of the Corporations Act 2001.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Transaction Document, other than a FATCA Deduction.

"**Transaction Security**" means any Security created or evidenced or expressed to be created or evidenced under the Security Documents.

"**US**" and "**United States**" means the United States of America.

"**US Tax Obligor**" means a party:

(a) that is resident for tax purposes in the US; or

(b) some or all of whose payments under the Transaction Documents are from sources within the US for US federal income tax purposes.

Party B undertakes promptly to inform Party A if any of the above representations is or becomes untrue or incorrect.

14. Information and General Undertakings: Party B makes each of the undertakings set out in Appendix 3 (*Party B Undertakings*).

15. Designation by Party A

Notwithstanding any other provision in the Agreement to the contrary requiring or allowing Party A to receive or deliver any Shares or other securities, or make or receive any payment in cash, to or from Party B, Party A may designate any of its affiliates to receive or deliver such Shares or other securities, or make or receive such payment in cash, and otherwise to perform Party A's obligations in respect of the Transaction hereunder and any such designee may assume such obligations. Party A shall be discharged of its obligations to Party B to the extent of any such performance.

16. Controlling Shareholder

If Party A determines, in its reasonable opinion, that the gaining of control of the Issuer within the meaning of section 50AA of the Corporations Act by Party B or any of its Associates pursuant to a Control Transaction is reasonably imminent or reasonably likely within the next calendar month:

(i) Party A shall send notice by email to Party B advising that it has made such a determination (the "**Anticipated Control Notice**"); and

(ii) the issue of such Anticipated Control Notice by Party A shall constitute an Additional Termination Event, Party B shall be the sole Affected Party and Party A shall be the party entitled to designate an Early Termination Date pursuant to Section 6 of the Agreement.

17. Additional Definitions

The following terms are added to Section 14 (Definitions) of the Agreement:

"**AMSLA**" means the Australian Master Securities Lending Agreement (including the Schedules thereto) dated on or before the date of this Confirmation between Party B and Party A, as supplemented and amended from time to time, together with the master confirmation for securities loan dated on or about the date of this Confirmation supplemented by any transaction supplement to be delivered from Party A to Party B from time to time.

"**Authorisation**" means: (i) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration; or (ii) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Cash Account**" means the "Account" as defined in the Security Deed.

"**Control Transaction**" means any transaction (whether or not conditional and including, without limitation, a takeover bid or scheme of arrangement) which, if implemented, would result in either the Counterparty or any of its Associates gaining control of the Issuer within the meaning of section 50AA of the Corporations Act.

"**Custodian**" means Credit Suisse Equities (Australia) Limited ABN 35 068 232 708.

"**Custody Agreement**" means the custody deed dated 28 July 2022 between Party B and the Custodian.

"**Governmental Agency**" means any government or any governmental, semi-governmental or judicial entity or authority (including any self regulatory organisation established under statute or any stock exchange).

"**Material Undertaking**" means the undertakings in paragraphs (b), (c), (f), (g) and (h) of General Undertakings of Appendix 3 (*Party B Undertakings*).

"**Non-Material Undertaking**" means any undertaking of Party B pursuant Paragraph 14 (*Information and General Undertakings*) of this Confirmation other than a Material Undertaking.

"**PPSA**" means the *Personal Property Securities Act 2009* (Cth).

"**Securities Account**" means the securities account in the name of Party B with account number 011-680808-061 pursuant to the Custody Agreement.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Deed**" means the specific security deed dated on or about the date of this Confirmation between Party B and Party A under which Security is created (or expressed to be created) by Party B in favour of Party A over, among other things, certain Shares and the Cash Account, as supplemented or amended from time to time.

"**Security Documents**" means (a) the Security Deed and (b) the Tripartite Deed.

"**Transaction Documents**" means the Security Documents, the AMSLA, the Custody Agreement and this Agreement.

"**Tripartite Deed**" means the account control deed dated on or about the date of this Confirmation and entered into between Party B, the Custodian and Party A, as supplemented or amended from time to time.

18. PPSA provisions

Where Party A has a security interest (as defined in the PPSA) under any Transaction Document, to the extent the law permits:

(a) for the purposes of sections 115(1) and 115(7) of the PPSA:

(1) Party A need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; and

(2) sections 142 and 143 of the PPSA are excluded;

(b) for the purposes of section 115(7) of the PPSA, Party A need not comply with sections 132 and 137(3) of the PPSA;

(c) Party B waives its right to receive from Party A any notice required under the PPSA (including a notice of a verification statement);

(d) if Party A exercises a right, power or remedy, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless Party A states otherwise at the time of exercise. However, this paragraph (d) does not apply to a right, power or remedy which can only be exercised under the PPSA; and

(e) if the PPSA is amended to permit the parties to agree not to comply with or to exclude other provisions of the PPSA, Party A may notify Party B that any of those provisions is excluded, or that Party A need not comply with any of those provisions.

This does not affect any rights a person has or would have other than by reason of the PPSA and applies despite any other provision in any Transaction Document.

19. E-mail notification

Notwithstanding the provisions of Section 12(a) of the Agreement, a notice under this Transaction and Section 5 or Section 6 of the Agreement may only be provided by e-mail. Section 12(a) is to be read and construed accordingly, and, in the case of a notice provided to Party A, any such notice shall be deemed effective (i) if sent prior to 6:00p.m. (Sydney time) on any Local Business Day, on the same date or (ii) if sent on or after

6:00p.m.(Sydney time) on any Local Business Day or on a day that is not a Local Business Day, on the following Local Business Day.

20. ISDA 2018 Benchmarks Supplement

The parties agree that the provisions of the ISDA Benchmarks Supplement are incorporated into and apply to this Agreement in respect of both New Confirmations and Legacy Confirmations (if any),

where:

"**Covered ISDA Definitions Booklet**" means each of the 2006 ISDA Definitions, the 2002 ISDA Equity Derivatives Definitions, the 1998 FX and Currency Option Definitions and the 2005 ISDA Commodity Definitions, each as amended or supplemented from time to time and each as published by ISDA."

"**ISDA Benchmarks Supplement**" means, at any time, the most recent version of the ISDA Benchmarks Supplement, as published by ISDA and available on the ISDA website (www.isda.org), on the date of this Agreement.

"**Legacy Confirmations**" means confirmations relating to Swap Transactions or Transactions (each as defined in the relevant Covered ISDA Definitions Booklet) entered into prior to the date of this Agreement and which become subject to this Agreement (if any).

"**New Confirmations**" means confirmations relating to Swap Transactions or Transactions (each as defined in the relevant Covered ISDA Definitions Booklet) entered into on or after the date of this Agreement.

21. Additional Provisions

(a) Stamp duties and Taxes

Section 4(e) is deleted and the parties agree that Party B shall:

(i) pay; and

(ii) within three Business Days of demand, indemnify Party A against any cost, expense, loss or liability that Party A incurs in relation to,

all stamp duty, registration or other similar Tax payable in respect of any of the Transaction Documents.

(b) Other Indemnities

Without prejudice to Section 11 of the Agreement, Party B shall, within three Business Days of demand, indemnify Party A against any cost, expense, loss or liability (including legal fees) incurred by Party A as a result of:

(i) the occurrence of any Event of Default, Potential Event of Default or Termination Event;

(ii) any enquiry, investigation, subpoena (or similar order) or litigation with respect to Party B or with respect to the transactions contemplated or financed under this Agreement;

(iii) a failure by Party B to pay any amount due under the Agreement on its due date; or

(iv) investigating any event which it reasonably believes is an Event of Default, Potential Event of Default or Termination Event.

(c) Costs and Expenses

(i) Amendment and other costs

If Party B requests an amendment, waiver or consent or makes or initiates a request or demand under the PPSA in connection with Transaction Documents, Party B shall, within three Business Days of demand, reimburse Party A for the amount of all costs and expenses (including legal fees) reasonably incurred by Party A in responding to, evaluating, negotiating or complying with that request or requirement.

(ii) Enforcement costs

Party B shall, within three Business Days of demand, pay to Party A the amount of all costs and expenses (including legal fees) incurred by Party A in connection with:

(a) the enforcement of, or the preservation of any rights under, the Transaction Documents;

(b) any proceedings instituted by or against Party A as a consequence of taking or holding the security arrangements described in the Transaction Documents,

including but not limited to taking, holding, perfecting or enforcing Security against all or any of the Collateral Assets, any stamp, transfer, registration or other taxes or fees payable in relation to the Collateral Assets and, on a sale of the Collateral Assets, any costs associated with realising the Collateral Assets on an accelerated or block trade basis (which shall include brokerage fees charged by Party A or any Affiliate for realising the Collateral Assets, provided such fees are set by reference to prevailing market conditions at the time of realising and the fees charged by Party A or Affiliate for similar transactions).

(iii) Security expenses

Party B shall, within three Business Days of demand, pay Party A the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the administration or release of any security pursuant to the Transaction Documents.

The provisions of this paragraph 21(c) are without prejudice to Section 11 of the Agreement.

(d) Indemnities and Reimbursement

All indemnities and reimbursement obligations (and any other payment obligations of Party B) in the Transaction Documents are continuing and survive the termination of the Transaction.

(e) Changes to Party B.

Party B may not assign or transfer any of its rights or obligations under the Transaction Documents without the prior written consent of Party A.

(f) Amendments

Without prejudice to Section 9(b) of the Agreement, no terms of the Transaction Documents may be amended or waived without the consent of Party A and Party B and any such amendment or waiver will be binding on all parties.

(g) Additional Acknowledgement and Agreements

(i) Party B acknowledges that neither Party A nor any of their advisers have given any representation or warranty or other assurance to Party B in relation to the Transaction Documents and the transactions they contemplate, including as to tax or other effects. Party B has not relied on Party A or any adviser or on any conduct (including any recommendation) by any of them. Party B has obtained its own tax and legal advice.

(ii) Without limiting paragraph (i) Party B represents and warrants that:

(I) it is acting for its own account, and it has made its own independent decisions to enter into the Transaction and the Transaction Documents and as to whether the Transaction and the Transaction Documents are appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary;

(II) it is not relying on any communication (written or oral) of Party A as investment advice or as a recommendation to enter into that Transaction and the Transaction Documents, it being understood

that information and explanations related to the terms and conditions of the Transaction and the Transaction Documents will not be considered investment advice or a recommendation to enter into the Transaction and the Transaction Documents;

(III) no communication (written or oral) received from Party A has been relied on as or will be deemed to be an assurance or guarantee as to the expected results of the Transaction and the Transaction Documents;

(IV) it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction and the Transaction Documents;

(V) it is capable of assuming, and assumes, the risks of that Transaction and the Transaction Documents;

(VI) Party A is not acting as a fiduciary for or an adviser to it in respect of the Transaction and the Transaction Documents.

(i) Confidential Information

(i) Each Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by sub-paragraph 21 (i)(ii) (*Disclosure of Confidential Information*) below or any undertaking agreed pursuant to paragraph 14 (*Information and General Undertakings*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information. To the extent that Confidential Information comprises personal information of any officer, director or employee of Party B, Party A agrees to hold that personal information in accordance with the Australian Privacy Principles.

(ii) Disclosure of Confidential Information

Notwithstanding any provisions of this Agreement to the contrary, the parties hereby agree that the disclosure consent provided under this Agreement will not supersede any other consents or permission Party B has provided to Party A and/or its affiliates under any other contractual agreement to disclose any information relating to a party to this Agreement or this Agreement or any Transaction(s) and will operate in addition to and not derogation of such other consents or permission provided by Party B to Party A and/or its affiliates.

Party A may disclose:

(i) to any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as Party A shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and

that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(ii) to any person:

(I) to (or through) whom it assigns or transfers (or may potentially assign or transfer), all or any of its rights and/or obligations under one or more Transaction Documents and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(II) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to or in relation to, one or more Transaction Documents and/or Party B and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(III) appointed by Party A or by a person to whom paragraph (ii) (I) or (II) above applies to receive communications, notices, information or documents delivered pursuant to the Transaction Documents on its behalf;

(IV) to whom information is required or requested to be disclosed (or in relation to any regulatory authority or similar body, to whom it is prudent in the reasonable opinion of Party A to disclose, provided Party A provides Party B with prior written notice of such disclosure to the extent legally permitted to and it is reasonably practicable to do so) by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation (except that this paragraph does not permit disclosure of any information under section 275(4) of the PPSA unless section 275(7) applies);

(V) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes (except that this paragraph does not permit disclosure of any information under section 275(4) of the PPSA unless section 275(7) applies);

(VI) with the consent of Party B;

(VII) that Party A determines in connection with Party A enforcing (or preparing to enforce) its rights pursuant to the Transaction Documents (which, for the avoidance of doubt, may be before the occurrence of an Event of Default, a Potential Event of Default or the security pursuant to the Security Documents is enforceable); or

(VIII) following the occurrence of an Event of Default, a Potential Event of Default or Termination Event pursuant to the Agreement.

Party B may disclose:

(I) to any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as Party B shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (I) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(II) to any person to whom information is required or requested to be disclosed (or in relation to any regulatory authority or similar body, to whom it is prudent in the reasonable opinion of Party B to disclose, provided Party B provides Party A with prior written notice of such disclosure to the extent legally permitted to and it is reasonably practicable to do so) by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation (except that this paragraph does not permit disclosure of any information under section 275(4) of the PPSA unless section 275(7) applies);

(III) to any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes (except that this paragraph does not permit disclosure of any information under section 275(4) of the PPSA unless section 275(7) applies);

(IV) to any person with the consent of Party A;

(V) to any person that Party B determines in connection with Party B enforcing (or preparing to enforce) its rights pursuant to the Transaction Documents (which, for the avoidance of doubt, may be before the occurrence of an Event of Default or a Potential Event of Default or the security pursuant to the Security Documents is enforceable); or

(VI) to any person following the occurrence of an Event of Default, a Potential Event of Default or Termination Event pursuant to the Agreement.

For this purpose:

(x) "**Confidential Information**" means all information relating to Party B or the Transaction Documents of which Party A becomes aware in its capacity as, or for the purpose of becoming, a party to the Agreement from either Party B or its advisers in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

(i) is or becomes public information other than as a direct or indirect result of any breach by Party A of paragraph 21(i) (Confidential Information); or

(ii) is identified in writing at the time of delivery as non-confidential by Party B or its advisers; or

(iii) is known by Party A before the date the information is disclosed to it in accordance with paragraphs (i) or (ii) above or is lawfully obtained by Party A after that date, from a source which is, as far as Party A is aware, unconnected with Party B and which, in either case, as far as Party A is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

(y) "**Related Fund**" means in relation to a fund (the "**first fund**"), a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

(z) "**Representativ**e" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

(j) Acknowledgment

Credit Suisse AG, Singapore Branch is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and has entered into the Transaction as principal. Credit Suisse AG is incorporated in Switzerland with limited liability, with a branch registered in Singapore having registration number S73FC2261L. The time at which the above transaction was executed will be notified to Counterparty on request.

(k) Incorporation of the ISDA Swiss Jurisdictional Module

The parties to the Agreement agree that the terms of the ISDA Swiss Jurisdictional Module and the ISDA Resolution Stay Jurisdictional Modular Protocol (together, the "**Swiss Jurisdictional Module**"), as published by ISDA on October 31, 2017 and available on the ISDA website (www.isda.org), are incorporated into and form part of the Agreement. The parties further agree that: (i) the Agreement will be deemed to be a "**Covered Agreement**"; (ii) Party B will be deemed a "**Module Adhering Party**" and Party A "**Regulated Entity**" and a "**Regulated Entity Counterparty**" with respect to such Module Adhering Party; and (iii) the "**Implementation Date**" shall be the effective date of the Agreement as amended by the parties for the purposes of such Swiss Jurisdictional Module regardless of the definition of such terms in the Swiss Jurisdictional Module. In the event of any inconsistencies between the Agreement and the Swiss Jurisdictional Module, the Swiss Jurisdictional Module will prevail.

(l) Confirmation of EMIR Classification Status.

(1) Party A confirms that, as at the date of this Agreement, it is, or would be if it were established in the European Union, a Financial Counterparty.

(2) Party B confirms that, as at the date of this Agreement, it is, or would be if it were established in the European Union, an NFC-.

(3) Each Party agrees that it shall notify the other Party in writing before, or soon as reasonably practicable following, any change in its EMIR Classification Status.

For the purpose of the foregoing:

"***CCP***" means a legal person that interposes itself between the counterparties to the contracts traded on one or more financial markets, becoming the buyer to every seller and the seller to every buyer.

"***EMIR***" means Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012.

"***Financial Counterparty***" means an investment firm authorised in accordance with Directive 2014/65/EU of the European Parliament and of the Council; a credit institution authorised in accordance with Directive 2013/36/EU of the European Parliament and of the Council; an insurance undertaking or reinsurance undertaking authorised in accordance with Directive 2009/138/EC of the European Parliament and of the Council; a UCITS and, where relevant, its management company, authorised in accordance with Directive 2009/65/EC, unless that UCITS is set up exclusively for the purpose of serving one or more employee share purchase plans; an institution for occupational retirement provision ("***IORP***"), as defined in point (1) of Article 6 of Directive (EU) 2016/2341 of the European Parliament and of the Council; an alternative investment fund ("***AIF***") as defined in point (a) of Article 4(1) of Directive 2011/61/EU, which is either established in the European Union or managed by an alternative investment fund manager ("***AIFM***") authorised or registered in accordance with that Directive, unless that AIF is set up exclusively for the purpose of serving one or more employee share purchase plans, or unless that AIF is a securitisation special purpose entity as referred to in point (g) of Article 2(3) of Directive 2011/61/EU, and, where relevant, its AIFM established in the European Union; and a central securities depository authorised in accordance with Regulation (EU) No 909/2014 of the European Parliament and of the Council.

"***NFC***" means an undertaking established in the European Union other than a CCP or an FC.

"***NFC-***" means an NFC which is not an NFC+.

"***NFC+***" means an NFC which is subject to the clearing obligation as referred to in Article 10(2) of EMIR.

(m) Tax Representations

(i) **Payer Representations**: For the purpose of Section 3(e) of the Agreement, Party A and Party B each make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of the Agreement) to be made by it to the other party under the Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) and/or Section 3(g) of the

Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of the Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of the Agreement and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of the Agreement, except that it will not be a breach of this representation where reliance is placed on paragraph (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) of the Agreement by reason of material prejudice to its legal or commercial position.

(ii) **Payee Representations**: For the purpose of Section 3(f) of the Agreement,

(x) Party A makes the following representation: None.

(y) Party B makes the following representation:

(A) Party B is a "non-US branch of a foreign person" as that term is used in Treas. Reg. Section 1.1441-4(a)(3)(ii).

(B) Party B is a "foreign person" within the meaning of Treas. Reg. Section 1.6041-4(a)(4).

(n) Recording of Conversations

Each party (i) consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties and their Affiliates in connection with the Agreement or any potential Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any Proceedings.

(o) Incorporation of 2002 Master Agreement Protocol Terms

The parties agree that the definitions and provisions contained in Annexes 1 to 18 and Section 6 of the 2002 Master Agreement Protocol published by the International Swaps and Derivatives Association, Inc. on 15 July 2003 are incorporated into and apply to this Agreement. References in those definitions and provisions to any "ISDA 2002 Master Agreement" and/or "2002 Master" will be deemed to be references to this Agreement.

(p) Transfer and Restructuring

Notwithstanding any provisions of this Agreement to the contrary, the parties hereby agree that:

(i) Consent by Party B shall not be required in connection with the transfer by

Party A of all its interests and obligations under any Transaction entered into pursuant to this Agreement to any Affiliate of Party A, and of any further such transfer by any such Affiliate (the "**Transferring Affiliate**") to any other Affiliate of Party A, so long as (y) as a result of any such transfer Party B would not be required to make or receive any payment from which any Tax (including any Indemnifiable Tax) is required to be withheld or deducted; and (z) the Transaction is at the time of such transfer the legal, valid and binding obligations of the Affiliate or Transferring Affiliate;

(ii) If, as a matter of law, Party B's consent is required for the purposes of perfecting any transfer contemplated in (i) above by Party A, Party B shall give its consent to the transfer;

(iii) In the event of any transfer contemplated in (i) above by Party A, Party B will execute upon the demand of Party A the necessary documentation prepared by Party A;

(iv) Consent by Party B shall not be required in the event Party A requires a restructuring of any Transaction that will ensure the same economic effect for Party B by subdividing such Transaction into two or more parts (each a Transaction);

(v) Party B will execute such revised documentation as Party A shall require to evidence any restructuring contemplated in (iv) above; and

(vi) Party B's prior written consent is required in respect of any proposed assignment or transfer of any of Party A's rights or obligations under the Transaction Documents not contemplated paragraphs (i) to (v) above.

(q) Incorporation of ISDA 2012 FATCA Protocol

The parties to this Agreement agree that the amendments set out in the Attachment to the ISDA 2012 FATCA Protocol published by ISDA on 15 August 2012 and available on the ISDA website (www.isda.org) shall apply to this Agreement. The parties further agree that this Agreement will be deemed to be a Covered Master Agreement and that the Implementation Date shall be the effective date of this Agreement as amended by the parties for the purposes of such Protocol amendments regardless of the definitions of such terms in the Protocol.

(r) Process Agent.

Party A irrevocably appoints its Sydney Branch at 1 Macquarie Place, Level 31, Sydney, 2000 as its agent for process, to receive on its behalf service of process issued out of the courts of New South Wales or courts exercising jurisdiction in

New South Wales in relation to any dispute or claim arising from or connected with this Transaction or this Agreement or any other Transaction Document.

(s) Flawed asset.

A new Section 2(a)(iv) is immediately inserted after Section 2(a)(iii) of this Agreement as follows:

"(iv) The condition precedent in Section 2(a)(iii)(1) does not apply to a payment or delivery owing to a party if the other party has satisfied in full all its payment and delivery obligations under Section 2(a)(i) and Section 9(h) and has no future payment or delivery obligations, whether absolute or contingent, under Section 2(a)(i) or Section 9(h)."

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation.

Yours faithfully,

Credit Suisse AG, Singapore Branch

By: _____

Name: David Leung

Title: Managing Director

By: _____

Name: Liu Feng-Hao

Title: Vice President
General Counsel Division

Party B

RENAISSANCE RESOURCES PTY LTD ACN 661 053 283 in accordance with section 127 Corporations Act 2001 (Cth)

By: _____

Name: HAYDEN BARTRAM

Title: DIRECTOR

By: _____

Name: **DUNCAN GIBBS**

Title: DIRECTOR

APPENDIX 1 – CONDITIONS PRECEDENT

1. A verification certificate confirming that Party B is solvent and that entering into this Transaction would not cause any borrowing or similar limit binding on it to be exceeded and that it is not prevented by Chapter 2E of the Corporations Act 2001 from entering into and performing any Transaction Document, dated no earlier than the date of this Confirmation and with complete and up-to-date copies of the following documents attached to the certificate:

   (a) constitutional documents of Party B;

   (b) a resolution of the board of directors of Party B:

      (I) approving the terms of, and the transactions contemplated by, the Transaction Documents, resolving that it execute, deliver and perform each of the Transaction Documents; and

      (II) authorising a specified person or persons, on its behalf, as authorised signatory to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Transaction Documents; and

   (c) a specimen signature of each person authorised by the resolution referred to in (b) above.

2. Executed copies of each of the Transaction Documents

3. Evidence that 9,038,555 Shares have been deposited into the Securities Account.

4. A legal opinion from Allen & Overy, the legal advisers to Party A in relation to the laws of New South Wales and the Commonwealth of Australia.

5. A copy of any other Authorisation or other document, opinion or assurance which Party A considers to be necessary or desirable (if it has notified Party B accordingly) in connection with the entry into and performance of the transactions contemplated by the Transaction Documents or for the validity and enforceability of any of the Transaction Documents.

6. A copy of an irrevocable instruction from Gold Road Resources Limited to the Custodian to transfer 203,577,703 Shares to the Securities Account (the "**Irrevocable Instruction**").

APPENDIX 2

FORM OF HEDGING NOTICE

To: RENAISSANCE RESOURCES PTY LTD
From: CREDIT SUISSE AG, SINGAPORE BRANCH
Subject: Equity Collar Transaction – Execution Pricing
Date: [•]

The purpose of this Hedging Notice is to notify you of certain of the terms and conditions of the Transaction entered into between CREDIT SUISSE AG, SINGAPORE BRANCH ("**Party A**") and RENAISSANCE RESOURCES PTY LTD ("**Party B**") (together, the "**Contracting Parties**") on the Trade Date specified below.

The definitions and provisions contained in the Confirmation specified below are incorporated into this Hedging Notice. In the event of any inconsistency between those definitions and provisions and this Hedging Notice, this Hedging Notice will govern.

1, This Hedging Notice supplements, forms part of, and is subject to the Confirmation dated as of [•] (the "**Confirmation**") between the Contracting Parties, as amended and supplemented from time to time. All provisions contained in the Confirmation govern this Hedging Notice except as expressly modified below.

2. The Confirmation specified a method or formula for determining the amounts, dates or numbers below. The actual amounts, dates or numbers are as follows:

Initial Reference Price:	[●]
Number of Initial Delta Shares in respect of the Settlement Date:	[●]
Number of Tranches:	[●]
Total Number of Shares:	[●]

Annex A to the Hedging Notice

TRANCHE TERMS

Tranche	Number of Call Options per Tranche	Number of Put Options per Tranche	Expiration Date
1			

APPENDIX 3 – PARTY B UNDERTAKINGS

INFORMATION UNDERTAKINGS

Each of the below undertakings shall remain in force from the date of this Confirmation up to, and including, the last Expiration Date.

(a) **Information: miscellaneous**

Party B shall supply to Party A:

(i) all documents dispatched by Party B to any shareholders or its creditors generally at the same time as they are dispatched;

(ii) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against Party B, and which might, if adversely determined, have a Material Adverse Effect;

(iii) promptly upon becoming aware of them, the details of:

(A) any breach, alleged breach or potential breach by Party B of any law, regulation, stock exchange rule or Securities Laws applicable to the Shares;

(B) any requirement that Party B, the Issuer or any other person must make a notification to any stock exchange, regulatory authority or similar body or to any other person in connection with the Shares; and

(C) any clearance to deal being required under the Securities Laws or any other similar law or regulation or applicable governance policies by Party B,

in each case as a result of entry into or the performance of any rights or obligations pursuant to the Transaction Documents;

(iv) promptly such further information regarding the Collateral Assets, the Custody Agreement or the financial condition, business and operations of Party B as Party A may reasonably request; and

(b) **Notification of default**

(i) Party B shall notify Party A of any Potential Event of Default, Event of Default or Termination Event that has occurred in respect of which Party B is the Defaulting Party or in respect of which Party B is the Affected Party (and the

steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

(ii) Promptly upon a reasonable request by Party A, Party B shall supply to Party A a certificate signed by two of its directors or senior officers (or if there is only one director, that director) on its behalf certifying that no Potential Event of Default, Event of Default or Termination Event is continuing (or if a Potential Event of Default, Event of Default or Termination Event is continuing, specifying the Potential Event of Default, Event of Default or Termination Event and the steps, if any, being taken to remedy it).

(c) **Provision of Material Non-Public Information**

(i) Party B shall not provide Party A with any Material Non-Public Information in any document or notice required to be delivered pursuant to the Transaction Documents or in any communication in connection with the Transaction Documents (each a "**Communication**") without (i) first notifying Party A in writing that the Communication that Party B is about to deliver contains Material Non Public Information, and (ii) Party A having given written confirmation that it wishes to receive such information and instructing Party B to whom such information shall be delivered.

(ii) If Party A has refused to receive such Material Non-Public Information, Party B shall only deliver the Communication to the extent that it does not contain Material Non-Public Information, in which event Party B shall not be deemed to have breached paragraph (i) above. Absent such notification from Party B, Party B shall be deemed to have represented that such Communication contains no such Material Non-Public Information.

(iii) Party B irrevocably authorises and consents to Party A (together with any person acting on Party A's behalf) disclosing to any person any Material Non-Public Information that Party A considers (x) necessary or desirable for the purposes of or in connection with the entry into and performance of any rights or obligations pursuant to the Transaction Documents or (y) as required by (A) applicable law or (B) guidance issued by any governmental or regulatory authority (including

without limitation, the Australian Securities and Investments Authority or the Australian Takeovers Panel).

(d) **"Know your customer" checks**

If:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Confirmation;

(ii) any change in the status of Party B after the date of this Confirmation;

(iii) any change in the shareholders of Party B after the date of this Confirmation; or

(v) a proposed assignment or transfer by Party A of any of its rights and obligations under this Agreement,

obliges Party A (or, in the case of paragraph (v) above, any prospective assignee or transferee) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, Party B shall promptly upon the request of Party A supply, or procure the supply of, such documentation and other evidence as is reasonably requested by Party A (for itself or, in the case of the event described in paragraph (v) above, on behalf of any prospective assignee or transferee) in order for Party A or, in the case of the event described in paragraph (v) above, any prospective assignee or transferee to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Transaction Documents.

GENERAL UNDERTAKINGS

Each of the below undertakings shall remain in force from the date of this Confirmation up to, and including, the last Expiration Date.

(a) **Authorisations**

Party B shall promptly:

(i) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(ii) supply certified copies to Party A of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to:

(A) enable it to perform its obligations under the Transaction Documents;

(B) subject, in the case of the Security Documents, to the Perfection requirements, ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Transaction Document; or

(C) required for it to carry on its business.

(b) **Compliance with laws**

(i) Party B shall comply in all respects with all laws, including but not limited to those in respect of market abuse and market manipulation, to which it may be subject in respect of any Shares and the performance of its obligations under the Transaction Documents and otherwise to the extent that failure to so comply would impair the ability of Party A to hold, acquire or dispose of any Shares or Security over the Shares or to enforce any rights pursuant to (or expressed to be created by) any of the Transaction Documents.

(ii) Party B shall ensure that none of Party B, its Associates or any Relevant Individual shall take any action that would, as a result of the entry into or performance by Party B of any rights or obligations pursuant to the Transaction Documents, result in (I) any breach by Party B, any of its Associates, any Relevant Individual or the Issuer of the Securities Laws or any other similar law or regulation, or (II) any breach of any clearance to deal or any clearance to deal being required under the Securities Laws or any other similar law or regulation or applicable governance policy by Party B, any of its Associates, any Relevant Individual or any person in accordance with whose instructions Party B is accustomed or obliged to act.

(iii) Party B shall, on request of Party A, take all commercially reasonable steps to procure that the Issuer will publish an announcement on the Exchange in accordance with the Securities Laws (or the Exchange otherwise publishes against the Issuer's name) in respect of any Material Non-public Information and/or "inside information" (as defined in Division 3 of Part 7.10 of the Corporations Act 2001) about the Issuer, a shareholder or officer of the Issuer or the Shares or their derivatives which is received by Party A and arises in connection with the Transaction Documents; provided that failure to do so will not affect any other rights of Party A under the Transaction Documents. For the avoidance of doubt, this paragraph (b)(iii) does not apply to the extent Party B is otherwise bound by requirements of confidentiality in relation to any such information.

(c) **Equity Derivative and Financings Transactions**

Neither Party B nor any of its Affiliates shall, prior to the final Expiration Date, enter into any Equity Derivative or Financing or pledge any Shares (other than pursuant to the Transaction Documents), without first offering to Party A the right to elect to act as counterparty or lender (as the case may be) in relation to all or any part of such transaction(s) on substantially the same terms as those being offered

by the other counterparty or lender (as the case may be), provided that Party A shall be deemed to have not accepted such offer if it fails to respond within 10 Business Days of notification by Party B.

For the purposes of this paragraph (c), "**Equity Derivative or Financing**" means any margin loan, equity derivative, exchangeable or convertible debt, stock loan, repo or other similar equity-related financing, hedging or monetisation transaction (or any combination of such transactions) or any other Financial Indebtedness or other derivative transaction in respect of, or relating to, any Shares.

(d) **Merger**

Party B shall not enter into any amalgamation, demerger, merger, corporate reconstruction, joint venture, new partnership, or any other similar venture (other than any direct or indirect acquisition by Party B (or its Affiliates) of additional interests in the Issuer).

(e) **Change of business**

Party B shall procure that no substantial change is made to the general nature of its business carried on at the date of this Confirmation, provided that Party B may make further acquisition of shares of the Issuer.

(f) **Security and ranking**

(i) Party B shall ensure that without limiting paragraph (i)(A) above, its payment obligations under the Transaction Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to partnerships generally.

(ii) Party B shall ensure that it remains the owner of the Collateral Assets and not do or permit the doing of anything which would or would be likely to prejudice the validity, enforceability or priority of any of the Security created pursuant to the Security Documents or give any person a right to or interest in the Collateral Assets or any amount deposited with the Custodian to be held as part of the Cash Account which could compete with Party A's rights under any Transaction Document.

(iii) Party B shall ensure that the aggregate of the (x) number of Charged Shares and (y) number of outstanding Loaned Securities (as defined under the AMSLA) which are Shares is not less than the Total Number of Shares.

(g) **Assets**

(i) Party B shall ensure that:

(A) the Charged Shares and any Shares transferred to Party A pursuant to the Transaction Documents are fully paid and no moneys or liabilities are outstanding or payable in respect of any of them;

(B) all calls, subscription moneys and other moneys payable on or in respect of any of the Charged Shares and any Shares transferred to Party A pursuant to the Transaction Documents are promptly paid and Party A and its nominees are indemnified against any cost, liabilities or expenses which it or they may suffer or incur as a result of any failure by Party B to pay the same;

(C) all necessary disclosures in respect of the acquisition or holding of any interests in the Shares are made in accordance with any applicable law and/or regulation; and

(D) all the cash, securities and other assets held by it as legal or beneficial owner shall be situated in, and any person in which it holds any equity, debt or other interest as legal or beneficial owner and any other person with which it has a contractual or other relationship or arrangement with, shall be incorporated and situated in, Australia.

(h) **Sanctions, Anti-Corruption Laws and Money Laundering Laws**

(i) Party B will maintain in effect and enforce policies and procedures designed to ensure compliance by Party B, its Affiliates and their respective directors, officers, employees and agents with Anti-Corruption Laws, Money Laundering Laws and applicable Sanctions.

(ii) Party B will ensure that it is not a Restricted Party and does not act directly or indirectly on behalf of a Restricted Party.

(ii) Party B will ensure:

(A) all proceeds received by it in respect of this Transaction shall not be used to fund or invest in or be used in relation to or for the benefit of or related in any way to any subject of any Sanctions, including any government of or entity organized in any country or territory that is the subject of any Sanctions or for any illegal activities, including but not limited to, any activities prohibited under applicable laws and regulations, including laws and regulations relating to Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions; and

(B) all monies which will be delivered by it pursuant to this Transaction are not, to the best of its knowledge, derived from, invested for the benefit of, or related in any way to any subject of any Sanctions, including any government of or entity organized in any country or territory that is the subject of any Sanctions.

(i) **Centre of main interests**

For the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) (the "**Regulation**"), Party B agrees that its centre of main

interest (as that term is used in Article 3(1) of the Regulation) is and will be situated in the jurisdiction of incorporation of Party B and it has and will have no "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

(j) **Taxation**

(i) Party B shall duly and punctually pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties (except to the extent that (A) such payment is being contested in good faith, (B) adequate reserves are being maintained for those Taxes and the costs required to contest them, and (C) such payment can be lawfully withheld).

(ii) Party B may not change its residence for Tax purposes.

Appendix 4

Dispute Resolution

The provisions in this Appendix 4 are submitted in connection with the Swiss Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading of 19 June 2015 ("**FMIA**") in order for Credit Suisse AG (the "**Bank**", and together with the Counterparty (the "**Client**"), the "**Parties**") to determine the application of certain FMIA requirements and to assist the Bank in fulfilling its obligations thereunder.

The Client will notify the Bank in writing before or as soon as practically possible following any of the statements made in the provisions in this Appendix 4 ceasing to be true. The Bank may rely on the statements given by the Client in the provisions in this Appendix 4 unless and until it has received notification from the Client in writing to the contrary.

1. CLASSIFICATION

The Client is a Small Non-Financial Counterparty (NFC-) and agrees to be bound by the terms of the below clause 3 "**Dispute Resolution**"

2. LEGAL ENTITY IDENTIFIER (LEI)

LEI of the Client (if available): 549300AGEDEPJLOLQD48

3. DISPUTE RESOLUTION

3.1 DISPUTE RESOLUTION PROCEDURE

Unless otherwise agreed, the Parties will use the following procedure to identify and resolve any dispute in connection with an OTC derivatives transaction subject to the Financial Market Infrastructures Act (FMIA) of 19 June 2015, in respect of Art. 108 lit. c FMIA and Art. 97 of the Ordinance on Financial Market Infrastructures (FMIO) of 25 November 2015 (the "**Dispute**"):

(i) either Party may identify a Dispute by sending a dispute notice to the other Party mentioning the subject of the Dispute (including the transaction(s) concerned);

(ii) on or following receipt of a notice in accordance with (i) above, the Parties will consult with each other in good faith in an attempt to resolve the Dispute in a timely manner, including, without limitation, by exchanging any relevant information and by identifying and using any dispute resolution process already agreed between the Parties which can be applied to the subject of the Dispute or, where no such process exists or the Parties agree that it would be unsuitable, determining and applying a resolution method for such Dispute; and

(iii) with respect to any Dispute that is not resolved within five business days (i.e., five days on which the banks in the domicile of both Parties are open) from the day of receipt of the notice in

accordance with (i) above, the Dispute shall be referred internally to the appropriate management level.

To the extent required by applicable law, each party will have internal procedures and processes in place to record and monitor any Dispute for as long as the Dispute remains outstanding.

3.2 GOVERNING LAW AND JURISDICTION

The provisions in this Appendix 4 shall be governed by the law expressed to be the governing law of the relevant agreement governing the OTC derivatives transactions, which are subject to the FMIA and entered and/or to be entered into by the Parties (e.g. relevant master agreement, the relevant account opening terms and conditions, the confirmations or otherwise) (the "**Client Documentation**"). The courts specified to have jurisdictions to settle any dispute arising from or in connection with the Client Documentation governing the above-mentioned transactions will have jurisdiction to settle any Dispute in connection with the provisions in this Appendix 4.

HEDGING NOTICE

To: RENAISSANCE RESOURCES PTY LTD
From: CREDIT SUISSE AG, SINGAPORE BRANCH
Subject: Equity Collar Transaction – Execution Pricing
Date: 18 August 2022

The purpose of this Hedging Notice is to notify you of certain of the terms and conditions of the Transaction entered into between CREDIT SUISSE AG, SINGAPORE BRANCH ("**Party A**") and RENAISSANCE RESOURCES PTY LTD ("**Party B**") (together, the "**Contracting Parties**") on 18 August 2022.

The definitions and provisions contained in the Confirmation specified below are incorporated into this Hedging Notice. In the event of any inconsistency between those definitions and provisions and this Hedging Notice, this Hedging Notice will govern.

1, This Hedging Notice supplements, forms part of, and is subject to the Confirmation dated as of 18 August 2022 (the "**Confirmation**") between the Contracting Parties, as amended and supplemented from time to time. All provisions contained in the Confirmation govern this Hedging Notice except as expressly modified below.

2. The Confirmation specified a method or formula for determining the amounts, dates or numbers below.

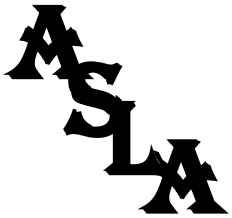
The actual amounts, dates or numbers are as follows:

Initial Reference Price:	AUD 1.00
Number of Initial Delta Shares in respect of the Settlement Date:	65,938,098
Number of Tranches:	5
Total Number of Shares:	69,408,524

Annex A to the Hedging Notice

TRANCHE TERMS

Tranche	Number of Call Options per Tranche	Number of Put Options per Tranche	Expiration Date
1	13,881,705	13,881,705	19 Aug 2024
2	13,881,705	13,881,705	18 Nov 2024
3	13,881,705	13,881,705	18 Feb 2025
4	13,881,705	13,881,705	19 May 2025
5	13,881,704	13,881,704	18 Aug 2025



Australian Securities Lending Association Limited

(ACN 054 944 482)
Level 18, 20 Bond Street
Sydney NSW 2000
Tel: (61 2) 9259 5898
Fax: (61 2) 9259 5432

AUSTRALIAN MASTER SECURITIES LENDING AGREEMENT *

(Version: November 2003)

dated as of: 18 August 2022

Between: (1) *(Name of Company)* **Credit Suisse AG, Singapore Branch ("Credit Suisse")**

(ACN or ARBN (as applicable)):

a banking company incorporated with limited liability under the laws of Switzerland, with a branch registered in Singapore (Registration S73FC2261L)

of *(Business address)* 1 Raffles Link #03-01, Singapore

And: (2) *(Name of Company)* **Renaissance Resources Pty Limited ("Counterparty")**

(ACN or ARBN (as applicable)) 661 053 283

a company incorporated under the laws of Australia

of *(Business address)* Level 2, 26 Colin Street, West Perth, Western Australia, 6005, Australia

* *The original (Version: 4 April 1997) version of this agreement was adapted from the ISLA Overseas Securities Lender's Agreement (Version: December 1995, as amended by 1996 UK Tax Addendum), prepared by Clifford Chance, London, England for use by parties required to meet UK Inland Revenue tax requirements. The 4 April 1997 version has been updated in December 2002 and November 2003 to take account of, among other things, intervening Australian tax, stamp duty and regulatory changes, and also to better reflect Australian market practice.*

* *The original and updated versions of this agreement are both also subject to the "Warning and Disclaimer" on the coversheet to the original (Version: 4 April 1997) and updated (Version: November 2003) "User's Guide" relating to this agreement.*

© m

Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Telephone (61 2) 9296 2000
Fax (61 2) 9296 3999
DX 113 Sydney

AGREEMENT

Recitals:

A. The Parties hereto are desirous of agreeing to a procedure whereby either one of them (the "Lender") will make available to the other of them (the "Borrower") from time to time Securities (as hereinafter defined).

B. All transactions carried out under this Agreement will be effected in accordance with the Rules (as hereinafter defined), if applicable, together with current market practices, customs and conventions, in so far as they are not inconsistent with the terms of this Agreement.

Operative provisions:

1 Interpretation

1.1 [Definitions] The terms defined in clause 26 and in Schedule 1 have the meanings therein specified for the purposes of this Agreement.

1.2 [Inconsistency] In the event of any inconsistency between the provisions of Schedule 1 and the other provisions of this Agreement, Schedule 1 will prevail. In the event of any inconsistency between the provisions (if any) of Schedule 3 and the other provisions of this Agreement (including Schedule 1), Schedule 3 will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Agreement (including Schedules 1 and 3), such Confirmation will prevail for the purpose of the relevant transaction.

1.3 [Single agreement] All transactions are entered into in reliance on the fact that this Agreement and all Confirmations form a single agreement between the Parties (collectively referred to as this "Agreement"), and the Parties would not otherwise enter into any transactions.

1.4 [Interpretation] In this Agreement:

(a) Unless the context otherwise requires:

(i) The singular includes the plural and vice

versa. (ii) A person includes a corporation.

(iii) A corporation includes anybody corporate and any statutory authority.

(iv) A reference to a statute, ordinance, code or other law or the Rules includes regulations or other instruments under it or them and consolidations, amendments, re-enactments or replacements of any of them.

(b) Notwithstanding the use of expressions such as "borrow", "lend", "Collateral", "Margin", "redeliver" etc., which are used to reflect terminology used in the market for transactions of the kind provided for in this Agreement, all right, title and interest in and to Securities "borrowed" or "lent" and "Collateral" which one Party Transfers to the other in accordance with this Agreement ("title") shall pass from one Party to the other free and clear of any liens, claims, charges or encumbrances or any other interest of the Transferring Party or of any third party (other than a lien routinely imposed on all securities in a relevant clearance system), the Party obtaining such title being obliged to redeliver Equivalent Securities or Equivalent Collateral, as the case may be. Each Transfer under this Agreement will be made so as to constitute or result in a valid and legally effective transfer of the Transferring Party's legal and beneficial title to the recipient.

(c) Where, in respect of any transaction, any distribution is made, or Income or fee is paid, other than in cash, the provisions of this agreement (other than clause 4.2(b)) shall apply, with necessary modifications, to the same extent as if the distribution, Income or fee had been made or paid in cash, and terms such as "pay" and "amount" shall be construed accordingly.

1.5 [Headings] All headings appear for convenience only and shall not affect the interpretation of this Agreement.

1.6 [Currency conversion] For the purposes of clauses 6, 8.3 and 8.4, when a conversion into the Base Currency is required, all prices, sums or values (including any Value, Offer Value and Bid Value) of Securities, Equivalent Securities, Collateral or Equivalent Collateral (including Cash Collateral) stated in currencies other than the Base Currency shall be converted into the Base Currency at the rate quoted by an Australian bank selected by the Lender (or, if an Event of Default has occurred in relation to the Lender, by the Borrower) at or about 11.00am (Sydney time) on the day of conversion as its spot rate for the sale by the bank of the Base Currency in exchange for the relevant other currency.

1.7 [Other agreements] Where at any time there is in existence any other agreement between the Parties the terms of which make provision for the lending of Securities (as defined in this Agreement) as well as other securities, the terms of this Agreement shall apply to the lending of such Securities to the exclusion of any other such agreement.

1.8 [Nominees] If payment is made or Securities, Equivalent Securities, Collateral or Equivalent Collateral is Transferred to a Party's nominee or otherwise in accordance with the directions of a Party (whether by the other Party or by a third party), it shall be deemed, for the purposes of this agreement, to have been paid or made or Transferred to the first mentioned Party.

2 Loans of Securities

2.1 [Borrowing Request and acceptance thereof] The Lender will lend Securities to the Borrower, and the Borrower will borrow Securities from the Lender, in accordance with the terms and conditions of this Agreement and with the Rules. The terms of each Loan should be agreed prior to the commencement of the relevant Loan, either orally or in writing (including any agreed form of electronic communication) and confirmed in such form and on such basis as is agreed between the Parties. Any confirmation produced by a Party shall not supersede or prevail over the prior oral, written or electronic communication (as the case may be).

2.2 [Changes to a Borrowing Request] The Borrower has the right to reduce the amount of Securities referred to in, or otherwise vary, a Borrowing Request provided that:

(a) the Borrower has notified the Lender of such reduction or variation no

later than midday Australian Eastern standard or summer (as appropriate) time on the day which is two Business Days prior to the Settlement Date, unless otherwise agreed between the Parties, and

(b) the Lender shall have accepted such reduction or variation (by whatever means).

3 Delivery of Securities

[Delivery of Securities] The Lender shall procure the delivery of Securities to the Borrower or deliver such Securities in accordance with the relevant agreement together with appropriate instruments of transfer (where necessary) duly stamped (where necessary) and such other instruments (if any) as may be requisite to vest title thereto in the Borrower. Such Securities shall be deemed to have been delivered by the Lender to the Borrower on delivery to the Borrower or as it shall direct of the relevant instruments of transfer and certificates or other documents of title (if any), or in the case of Securities title to which is registered in a computer based system which provides for the recording and transfer of title to the same by way of electronic entries (such as CHESS), on the transfer of title in accordance with the rules and procedures of such system as in force from time to time, or by such other means as may be agreed.

4 Title, Distributions and Voting

4.1 [Passing of title] The Parties shall execute and deliver all necessary documents and give all necessary instructions to procure that all right, title and interest in:

(a) any Securities borrowed pursuant to clause 2;

(b) any Equivalent Securities redelivered pursuant to clause 7;

(c) any Collateral delivered pursuant to clause 6;

(d) any Equivalent Collateral redelivered pursuant to clauses 6 or 7,

shall pass from one Party to the other, free from all liens, charges, equities and encumbrances, on delivery or redelivery of the same in accordance with this Agreement. In the case of Securities, Collateral, Equivalent Securities or Equivalent Collateral title to which is registered in a computer based system which provides for the recording and transfer of title to the same by way of electronic entries, delivery and transfer of title shall take place in accordance with the rules and procedures of such system as in force from time to time.

4.2 [Distributions]

(a) [Distributions] Unless otherwise agreed, where Income is paid by the issuer in relation to any Securities on or by reference to an Income Payment Date on which such Securities are the subject of a loan under this Agreement, the Borrower shall, on the date of the payment of such Income, or on such other date as the Parties may from time to time agree, (the "Relevant Payment Date") pay to the Lender a sum of

money (a "Substitute payment") equivalent to the amount that the Lender would have been entitled to receive (after any deduction, withholding or payment for or on account of any tax made by the relevant issuer (or on its behalf) in respect of such Income) had such Securities not been loaned to the Borrower and been held by the Lender on the Income Payment Date, irrespective of whether the Borrower received the same.

(b) [Corporate actions] Subject to paragraph (c) (unless otherwise agreed), where, in respect of any borrowed Securities or any Collateral, any rights relating to conversion, subdivision, consolidation, pre-emption, rights arising under a takeover offer or other rights, including those requiring election by the holder for the time being of such Securities or Collateral, become exercisable prior to the redelivery of Equivalent Securities or Equivalent Collateral, then the Lender or Borrower, as the case may be, may, within a reasonable time before the latest time for the exercise of the right or option, give written notice to the other Party that, on redelivery of Equivalent Securities or Equivalent Collateral, as the case may be, it wishes to receive Equivalent Securities or Equivalent Collateral in such form as will arise if the right is exercised or, in the case of a right which may be exercised in more than one manner, is exercised as is specified in such written notice.

(c) [1936 Tax Act sections 26BC(3)(c)(ii) and (v) requirements] Notwithstanding paragraph (b), where, in respect of any borrowed Securities or any Collateral, the relevant issuer company, trustee, government or government authority issues any right or option in respect of the borrowed Securities or Collateral, as the case may be, the Borrower or the Lender, respectively, must deliver or make available, as the case may be, to the other Party on the date of such issue or on such other date as the Parties may from time to time agree:

(i) the right, or option; or

(ii) an identical right or option; or

(iii) a payment equal to the value to the Lender or the Borrower, respectively, of the right or option;

together with any such endorsements or assignments as shall be customary and appropriate.

(d) [Manner of payment] Any payment to be made by the Borrower under this clause shall be made in a manner to be agreed between the Parties.

4.3 [Voting] Unless paragraph 4 in Schedule 1 specifies that this clause 4.3 does not apply, each Party undertakes that, where it holds Securities of the same description as any Securities borrowed by it or transferred to it by way of

Collateral at a time when a right to vote arises in respect of such Securities, it will use its best endeavours to arrange for the voting rights attached to such Securities to be exercised in accordance with the instructions of the other Party provided always that each Party shall use its best endeavours to notify the other of its instructions in writing no later than seven Business Days prior to the date upon which such votes are exercisable, or as otherwise agreed between the Parties, and that the Party concerned shall not be obliged so to exercise the votes in respect of the number of Securities greater than the number so lent or transferred to it. For the avoidance of doubt, the Parties agree that, subject as hereinbefore provided, any voting rights attaching to the relevant Securities, Equivalent Securities, collateral and/or Equivalent Collateral shall be exercisable by the persons in whose name they are registered, or in the case of Securities, Equivalent Securities, collateral and/or Equivalent Collateral in bearer form by the persons by or on behalf of whom they are held, and not necessarily by the Borrower or the Lender (as the case may be).

5 Fees

5.1 [Fees] In respect of each loan of Securities:

(a) for which the Collateral is cash:

(i) the Lender must pay a fee to the Borrower in respect of the amount of that Collateral, calculated at the rate agreed between them; and

(ii) unless the Parties otherwise agree, the Borrower is not obliged to pay a fee to the Lender;

(b) for which there is no Cash Collateral, the Borrower must pay a fee to the Lender, calculated at the rate agreed between them.

5.2 [Where there are different types of Collateral] Where the Collateral comprises only partly cash, clause 5.1 is to be construed as if there were separate loans of Securities, one secured solely by Cash Collateral and the other secured solely by non-cash Collateral.

5.3 [Calculation of fees] In respect of each loan of Securities, the payments referred to in clause 5.1 of this clause shall accrue daily in respect of the period commencing on and inclusive of the Settlement Date and terminating on and exclusive of the Business Day upon which Equivalent Securities are redelivered or Cash Collateral is repaid. Unless otherwise agreed, the sums so accruing in respect of each calendar month shall be paid in arrears by the Borrower to the Lender or to the Borrower by the Lender (as the case may be) not later than the Business Day which is one week after the last Business Day of the calendar month to which such payment relates or such other date as the Parties from time to time agree. Any payment made pursuant to clause 5.1 shall be in Australian currency, unless otherwise agreed, and shall be paid in such manner and at such place as shall be agreed between the Parties.

6 Collateral

6.1 [Borrower's obligation to provide Collateral] Unless otherwise agreed, subject to the other provisions of this clause 6, the Borrower undertakes to deliver to or deposit with the Lender (or in accordance with the Lender's instructions) Collateral of the kind specified in the relevant Borrowing Request or as otherwise agreed between the Parties (together with appropriate instruments of transfer duly stamped (where necessary) and such other instruments as may be requisite to vest title thereto in the Lender) simultaneously with delivery of the borrowed Securities by the Lender.

6.2 [Global margining]

(a) [Adjustments to Collateral] unless otherwise agreed between the Parties, subject to paragraph (b), clause 6.4 and paragraph 1.5 in Schedule 1:

(i) The aggregate Value of the Collateral delivered to or deposited with the Lender or its nominated bank or depositary (excluding any Collateral repaid or redelivered under paragraph (ii) below (as the case may be)) in respect of all loans of Securities outstanding under this Agreement ("Posted Collateral") shall from day to day and at any time be at least the aggregate of the Required Collateral Values in respect of such loans.

(ii) If at any time the aggregate Value of the Posted Collateral in respect of all loans of Securities outstanding under this Agreement exceeds the aggregate of the Required Collateral Values in respect of such loans, the Lender shall (on demand) repay such Cash Collateral and/or redeliver to the Borrower such Equivalent Collateral as will eliminate the excess.

(iii) If at any time the aggregate Value of the Posted Collateral in respect of all loans of Securities outstanding under this Agreement falls below the aggregate of Required Collateral Values in respect of all such loans, the Borrower shall (on demand) provide such further Collateral to the Lender as will eliminate the deficiency.

(b) [Netting of Collateral obligations where a Party is both Lender and Borrower] unless otherwise agreed between the Parties, subject to clause 6.4 And paragraph 1.5 in Schedule 1, where paragraph (a) applies, if a Party (the "first Party") would, but for this paragraph, be required under paragraph (a) to repay Cash Collateral, redeliver Equivalent Collateral or provide further Collateral in circumstances where the other Party (the "second Party") would, but for this paragraph, also be required to repay Cash Collateral, redeliver Equivalent Collateral or provide further Collateral under paragraph (a), then the Value of the Cash Collateral, Equivalent Collateral or further

Collateral deliverable by the first Party ("X") shall be set-off against the Value of the Cash Collateral, Equivalent Collateral or further Collateral deliverable by the second Party ("Y") and the only obligation of the Parties under paragraph (a) shall be, where X exceeds Y, an obligation of the first Party, or where Y exceed X, an obligation of the second Party, (on demand) to repay Cash Collateral, redeliver Equivalent Collateral or deliver further Collateral having a Value equal to the difference between X and Y.

6.3 [Required Collateral Value] For the purposes of clause 6.2(a), the Value of the Posted Collateral to be delivered or deposited in respect of any loan of Securities, while the loan of Securities continues, shall be equal to the aggregate of the Value of the borrowed Securities and the Margin applicable thereto (the "Required Collateral Value").

6.4 [Time for payment/repayment of Collateral] Except as provided in clause 6.1 or clause 6.6 or as otherwise agreed, where any Cash Collateral is to be repaid, Equivalent Collateral is to be redelivered or further Collateral is to be provided under this clause 6, it shall be paid or delivered as stated in paragraph 1.4 in Schedule 1.

6.5 [Substitution of Alternative Collateral] The Borrower may from time to time call for the repayment of Cash Collateral or the redelivery of Equivalent Collateral prior to the date on which the same would otherwise have been repayable or redeliverable, provided that, at the time of such repayment or redelivery, the Borrower shall have delivered or delivers Alternative Collateral acceptable to the Lender.

6.6 [Return of Collateral/Equivalent Collateral on redelivery of Equivalent Securities]

(a) Cash Collateral shall be repaid and Equivalent Collateral shall be redelivered at the same time as Equivalent Securities in respect of the Securities borrowed are redelivered.

(b) Where Collateral is provided through a book entry transfer system (such as Austraclear or RITS), the obligation of the Lender shall be to redeliver Equivalent Collateral through such book entry transfer system in accordance with this Agreement. If the loan of Securities in respect of which Collateral was provided has not been discharged when the Equivalent Collateral is redelivered, any payment obligation generated within the book entry transfer system on such redelivery shall, until the loan of Securities is discharged or further Collateral is provided, be deemed to constitute an obligation to pay Cash Collateral.

6.7 [Receipt by Lender of Income on Collateral] Where Collateral (other than Cash Collateral) is delivered in respect of which any Income may become payable and an Income Payment Date in respect of that Collateral occurs prior to the redelivery of Equivalent Collateral, then, unless such Income is paid directly to the Borrower, the Lender shall, on the date on which such Income

is paid or on such other date as the Parties may from time to time agree, pay to the Borrower a sum of money (a "Substitute payment") equivalent to the amount of such Income that (after any deduction, withholding or payment for or on account of any tax made by the relevant issuer (or on its behalf) in respect of such Income) the Lender either actually received, or would have been entitled to receive had such Collateral been held by the Lender on the Income Payment Date, irrespective of whether the Lender received the same. If the Lender is required by law, as modified by the practice of any relevant taxing authority, to make any deduction or withholding from any Substitute payment to be made under the preceding sentence, then the Lender must:

(a) promptly pay to the relevant taxing authority the full amount of the deduction or withholding; and

(b) forward to the Borrower on request a copy of any official receipt or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxing authority.

6.8 [Borrower's rights re Collateral are not assignable] The Borrower may not assign, transfer or otherwise dispose of, or mortgage, charge or otherwise encumber, or otherwise deal with its rights in respect of any Collateral without the prior written consent of the Lender.

6.9 [Lender may set off obligation to repay or return Equivalent Collateral] If the Borrower fails to comply with its obligation to redeliver Equivalent Securities, the obligation of the Lender in respect of any Collateral may be the subject of a set-off in accordance with clause 8.

6.10 [Collateral provided to Lender's Nominee] Without limiting clause 1.8, where Collateral is provided to the Lender's nominee, any obligation under this Agreement to repay or redeliver or otherwise account for Equivalent Collateral shall be an obligation of the Lender, notwithstanding that any such repayment or redelivery may be effected in any particular case by the nominee.

6.11 [Letters of Credit] If the Collateral in respect of one or more loans of Securities is or includes a letter of credit, the Lender may only draw down under that letter of credit when an Event of Default occurs in relation to the Borrower and, upon the Lender drawing down, whether or not permitted under this clause 6.11, the Collateral (or that part of it represented by the letter of credit) becomes Cash Collateral.

6.12 [Non-Cash Collateral] If the Collateral in respect of one or more loans of Securities is or includes other Securities and either the Borrower is a taxpayer to whom the Tax Act applies in respect of the disposal of those other Securities or in any other case the Parties so agree:

(a) The Parties acknowledge that the provision of those other Securities is by way of a loan of Securities under this Agreement, to which section 26BC(3)(a) of the 1936 Tax Act may apply (subject to the re-acquisition time being less than 12 months after the original disposal time).

(b) For the purposes of section 26BC(3)(d) of the 1936 Tax Act, the notifiable consideration in respect of the provision of those Securities by way of loan is specified as follows:

(i) There is no fee.

(ii) There is no adjustment for variations in the market value of the Collateral or Equivalent Collateral.

(iii) There is other consideration: see the obligations of the recipient of the Collateral under clauses 4.2(b), 4.2(c), 4.3 and 6.7.

(c) For the avoidance of doubt, this clause 6.12 is directed solely at clarifying either or both of the following issues: that the provision of the other Securities as Collateral is eligible for the application of first section 26BC and secondly, where applicable, sections 216-10 and 216-30 of the 1997 Tax Act. Accordingly, clauses 2, 4.2(a), 5, 6.1 to 6.11, 7, 8, 9.1, 9.2 (unless otherwise agreed), 9.4 and 12 do not apply to any loan of Securities under paragraph (a). Instead, those Securities are simply to be regarded as Collateral for the purposes of those clauses.

7 Redelivery of Equivalent Securities

7.1 [Borrower's obligation to redeliver Equivalent Securities] The Borrower undertakes to redeliver Equivalent Securities in accordance with this Agreement and the terms of the relevant Borrowing Request.

7.2 [Lender may call for redelivery of Equivalent Securities] Subject to clause 8 and the terms of the relevant Borrowing Request, the Lender may call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the Standard Settlement Time for such Equivalent Securities or the equivalent time on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered. The Borrower shall as hereinafter provided redeliver such Equivalent Securities not later than the expiry of such notice in accordance with the Lender's instructions.

7.3 [Lender may terminate loan if Borrower defaults] If the Borrower does not redeliver Equivalent Securities in accordance with such call, the Lender may elect to continue the loan of Securities; provided that, if the Lender does not elect to continue the loan, the Lender may by written notice to the Borrower elect to terminate the relevant loan. Upon the expiry of such notice the provisions of clauses 8.2 to 8.5 shall apply as if upon the expiry of such notice an Event of Default had occurred in relation to the Borrower (who shall thus be the Defaulting Party for the purposes of this Agreement) and as if the relevant loan were the only loan outstanding.

7.4 [Consequence of exercise of "buy-in" against Lender, as a result of Borrower default] In the event that, as a result of the failure of the Borrower

to redeliver Equivalent Securities to the Lender in accordance with this Agreement, a "buy-in" is exercised against the Lender, then, provided that reasonable notice has been given to the Borrower of the likelihood of such a "buy-in", the Borrower shall account to the Lender for the total costs and expenses reasonably incurred by the Lender as a result of such "buy-in".

7.5 [Right of Borrower to terminate loan early] Subject to the terms of the relevant Borrowing Request, the Borrower shall be entitled at any time to terminate a particular loan of Securities and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.

7A Suspended Securities

7A.1 This clause 7A applies if:

(a) dealings in any borrowed Securities or Collateral Securities are suspended from trading by the stock exchange on which the Securities were listed at the time of delivery under this Agreement, whether by reason of the adverse position of the issuer or otherwise; or

(b) for any other reason concerning the issuer of those Securities (such as the liquidation, provisional liquidation, administration or receivership of the issuer, or the Securities ceasing to be listed for trading on the stock exchange on which they were listed at the time of delivery under this Agreement), or concerning the exchange or clearing house through which they are traded, one Party is unable to transfer title to those Securities or Equivalent Securities to the Other Party.

7A.2 At any time while a situation described in clause 7A.1 prevails in relation to particular borrowed or Collateral Securities (the "Suspended Securities"), either the Lender or the Borrower may give notice (a "Suspension Notice") to the other, in which event clauses 7A.3 and 7A.4 shall apply.

7A.3 If a Suspension Notice is given, the Borrower and the Lender shall promptly enter into negotiations in good faith with a view to promptly agreeing the market value of the Suspended Securities for the purposes of this clause 7A. Neither the Borrower nor the Lender may unreasonably withhold or delay its agreement to a market value reasonably proposed by the other Party.

7A.4 Any market value agreed under clause 7A.3 applies to the Suspended Securities notwithstanding the definition of Value in clause 26.

8 Set-off etc.

8.1 [Requirement for simultaneous delivery] On the date and time that Equivalent Securities are required to be redelivered by the Borrower in accordance with the provisions of this Agreement the Lender shall simultaneously redeliver the Equivalent Collateral and repay any Cash Collateral held (in respect of the

Equivalent Securities to be redelivered) to the Borrower. Neither Party shall be obliged to make delivery (or make a payment as the case may be) to the other unless it is satisfied that the other Party will make such delivery (or make an appropriate payment as the case may be) to it simultaneously. If it is not so satisfied (whether because an Event of Default has occurred in respect of the other Party or otherwise), it shall notify the other Party and, unless that other Party has made arrangements which are sufficient to assure full delivery (or the appropriate payment as the case may be) to the notifying Party, the notifying Party shall (provided it is itself in a position, and willing, to perform its own obligations) be entitled to withhold delivery (or payment, as the case may be) to the other Party.

8.2 [Netting following occurrence of Event of Default] If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations (and any other obligations they have under this Agreement) shall be accelerated so as to require performance thereof at the time such Event of Default occurs (the date of which shall be the "Performance Date" for the purposes of this clause), and in such event:

(a) the Relevant Value of the Securities to be delivered (or payment to be made, as the case may be) by each Party shall be established in accordance with clause 8.3; and

(b) on the basis of the Relevant Values so established, an account shall be taken (as at the Performance Date) of what is due from each Party to the other and (on the basis that each Party's claim against the other in respect of delivery of Equivalent Securities or Equivalent Collateral or any cash payment equals the Relevant Value thereof) the sums due from one Party shall be set-off against the sums due from the other and only the balance of the account shall be payable (by the Party having the claim valued at the lower amount pursuant to the foregoing) and such balance shall be payable on the Performance Date.

8.3 [Relevant Value] for the purposes of clause 8.2 the Relevant Value:

(a) of any cash payment obligation shall equal its par value (disregarding any amount taken into account under (b) or (c) below);

(b) of any Securities to be delivered by the Defaulting Party shall, subject to clause 8.4(b) and (c) below, equal the Offer Value thereof; and

(c) of any Securities to be delivered to the Defaulting Party shall, subject to clause 8.4(b) and (c) below, equal the Bid Value thereof.

8.4 [Bid Value/Offer Value]

(a) For the purposes of clause 8.3, but subject to (b) and (c) below, the Bid Value and Offer Value of any Securities shall be calculated as at the Close of Business in the most appropriate market for Securities of the relevant description (as determined by the Non-Defaulting Party) on the first Business Day following the Performance Date, or, if the

relevant Event of Default occurs outside the normal business hours of such market, on the second Business Day following the Performance Date (the "Default Valuation Time").

(b) Where the Non-Defaulting Party has, following the occurrence of an Event of Default but prior to the Default Valuation Time, purchased Securities forming part of the same issue and being of an identical type and description to those to be delivered by the Defaulting Party and in substantially the same amount as those Securities or sold Securities forming part of the same issue and being of an identical type and description to those to be delivered by the Non-Defaulting Party to the Defaulting Party and in substantially the same amount as those Securities, the cost of such purchase or the proceeds of such sale, as the case may be, (taking into account all reasonable costs, fees and expenses that would be incurred in connection therewith) shall be treated as the Offer Value or Bid Value, as the case may be, of the relevant Securities for the purposes of this clause 8.

(c) Where the amount of any Securities sold or purchased as mentioned in (b) above is not in substantially the same amount as those Securities to be valued for the purposes of clause 8.3, the Offer Value or the Bid Value (as the case may be) of those Securities shall be ascertained by:

(i) dividing the net proceeds of sale or cost of purchase by the amount of the Securities sold or purchased so as to obtain a net unit price; and

(ii) multiplying that net unit price by the amount of the Securities to be valued.

8.5 [Interpretation: "Securities"] Any reference in this clause 8 to Securities shall include any asset other than cash provided by way of Collateral, and, for the avoidance of doubt, shall include Equivalent Securities and Equivalent Collateral.

8.6 [Interpretation: "Event of Default"] If the Borrower or the Lender for any reason fails to comply with its respective obligations under clause 6.6 in respect of the redelivery of Equivalent Collateral or the repayment of Cash Collateral, such failure shall be an Event of Default for the purposes of this clause 8, and the person failing to comply shall thus be the Defaulting Party.

8.7 [Waiver of right to require simultaneous delivery] Subject to and without prejudice to its rights under clause 8.1, either Party may from time to time in accordance with market practice and in recognition of the practical difficulties in arranging simultaneous delivery of Securities, Collateral and cash transfers waive its right under this Agreement in respect of simultaneous delivery and/or payment; provided that no such waiver in respect of one transaction shall bind it in respect of any other transaction.

9 Stamp duty, taxes etc and loss of tax benefits

9.1 [Stamp duty etc] The Borrower hereby undertakes promptly to pay and account for any transfer or similar duties or taxes, and any loan security or other stamp duties, (if any) chargeable in connection with any transaction effected pursuant to or contemplated by this Agreement, and shall indemnify and keep indemnified the Lender against any liability arising in respect thereof as a result of the Borrower's failure to do so.

9.2 [Borrower to give Transfer of Distribution Statement to Lender re Franked Distributions] If:

(a) an Income Payment Date occurs during an Income Determination Period in relation to a particular loan of Securities;

(b) had the Lender been the holder of those Securities on the relevant Income Payment Date, it would have received a Franked Distribution in respect of those Securities;

(c) the Agreement or the relevant Confirmation states that the Lender is an Australian Taxpayer;

(d) the failure of the Lender to receive a Franked Distribution is not due to any unreasonable act or omission by or on behalf of the Lender; and

(e) neither paragraph 7 in Schedule 1 nor the relevant Confirmation states that the Lender is not entitled to compensation for the loss of Imputation Benefits;

then:

the Borrower must either:

(i) if section 216-10 of the 1997 Tax Act applies, as soon as practicable, and in any event within 10 Business Days after the relevant Income Payment Date, give to the Lender a Transfer of Distribution Statement in respect of those Securities (which the Borrower is to be taken as having warranted is correct in all material respects and is effective for the purposes of section 216-30 of the 1997 Tax Act); or

(ii) otherwise, on the 10th Business Day after the relevant Income Payment Date pay to the Lender an amount equal to the Franking Credit allocated (or, under section 202-65 of the 1997 Tax Act, taken to have been allocated) to the Franked Distribution and specified in the Distribution Statement for that Franked Distribution.

9.3 [Deleted.]

9.4 ["Notifiable consideration" for the purposes of s 26BC(3)(d) of the 1936 Tax Act] For the purposes of section 26BC(3)(d) of the 1936 Tax Act, the notifiable consideration in respect of any loan of Securities is dissected as follows:

(a) a fee - see clause 5.1 (as applicable); and

(b) other consideration - see clauses 4.2, 6 and 9 and the definition of "Equivalent Securities" in clause 26.

9.5 [GST]

(a) All payments (including the provision of any non-monetary consideration) to be made by either Party under or in connection with this Agreement have been calculated without regard to GST.

(b) If all or part of any such payment is the consideration for a Taxable Supply, then, when the payer makes the payment, the payer must, after receipt of a
Tax Invoice, pay to the supplier additional consideration equal to the GST Amount. Such additional amount is to be paid on the earlier of:

(i) the date of the first payment for the Taxable Supply; and

(ii) the date five Business Days after the date on which the Tax Invoice for the Taxable Supply is received by the payer.

(c) Where under or in connection with this Agreement a Party is required to reimburse or indemnify for an amount, that Party will pay the relevant amount:

(i) including any sum in respect of GST which has been paid by the payee upon any supply made to the payee in connection with the circumstances giving rise to the operation of the indemnity or right of reimbursement;

(ii) less any GST Input Tax Credit that that Party determines (acting reasonably) that the payee is entitled to claim in respect of the circumstances giving rise to the operation of the indemnity or right of reimbursement.

(d) If a person is a member of a GST Group, references to GST for which the person is liable and to Input Tax Credits to which the person is entitled include GST for which the Representative Member of the GST Group is liable and Input Tax Credits to which the Representative Member is entitled.

(e) In this clause:

GST means the goods and services tax as imposed by the GST Law together with any related interest, penalties, fines or other charges.

GST Amount means in relation to a Taxable Supply the amount of GST for which the supplier is liable in respect of the Taxable Supply.

GST Group has the meaning given to this term by the GST Law.

GST Law has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia) and any regulation made under that Act.

Input Tax Credit has the meaning given to that term by the GST Law.

Invoice has the meaning given to that term by the GST Law.

Representative Member has the meaning given to that term by the GST Law.

Taxable Supply has the meaning given to that term by the GST Law.

Tax Invoice has the meaning given to that term by the GST Law.

9.6 [Non-Australian GST]

(a) All payments (including the provision of any non-monetary consideration) to be made by either Party under or in connection with this Agreement have been calculated without regard to Non-Australian GST.

(b) If all or part of any such payment is the consideration for a supply of goods or services (however defined) in respect of which Non-Australian GST is payable (whether by a Party or its Related Entities or any person on its behalf or in its place (the "supplier")) to any relevant tax authority or government agency, the other Party must pay to the supplier additional consideration equal to the amount of any such Non-Australian GST. Such additional amount is to be paid on demand by the supplier.

(c) Where under or in connection with this Agreement a Party is required to reimburse or indemnify for an amount, that Party will pay the relevant amount:

(i) including any sum in respect of non-Australian GST which has been paid by the payee upon any supply made to the payee in connection with the circumstances giving rise to the operation of the indemnity or right of reimbursement;

(ii) less any input tax credit (however defined or described) that that Party determines (acting reasonably) that the payee is entitled under the law applicable to that Non-Australian GST to claim in respect of the circumstances giving rise to the operation of the indemnity or right of reimbursement.

(d) In this clause, the expression Non-Australian GST means any goods and services tax, value added tax or similar transactional tax, however described, imposed on supplies of goods or services (however defined) under the law of any jurisdiction outside Australia, together with any related interest, penalties, fines or other charges.

9.7 [Grossing up]

(a) All payments under clauses 4.2 (a), 5.1(b) and 13 of this Agreement are to be made free and clear of, and without any deduction or withholding for or on account of, any taxes.

(b) Accordingly, if any deduction or withholding in respect of any such payment is required by law, as modified by the practice of any relevant taxing authority, then the payer must:

(i) pay to the other Party, in addition to the payment to which that other Party is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount (free and clear of any taxes payable by deduction or withholding, whether assessed against one Party or the other) will equal the full amount that that other Party would have received had no such deduction or withholding been required;

(ii) promptly pay to the relevant taxing authority the full amount of the deduction or withholding by the payer; and

(iii) forward to the payee on request a copy of any official receipt or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxing authority.

(c) Otherwise, unless otherwise agreed in respect of a particular loan of Securities or a particular payment, no such gross up is required in respect of any payment under this Agreement.

10 Lender's warranties

[Lender's warranties] Each Party hereby warrants and undertakes to the other on a continuing basis, to the intent that such warranties shall survive the completion of any transaction contemplated by this Agreement, that, where acting as a Lender:

(a) it is duly authorised and empowered to perform its duties and obligations under this Agreement;

(b) it is not restricted under the terms of its constitution or in any other manner from lending Securities in accordance with this Agreement or from otherwise performing its obligations under this Agreement;

(c) it is absolutely entitled to pass full legal and beneficial ownership of all

Securities provided by it under this Agreement to the Borrower free from all liens, charges, equities and encumbrances;

(d) where paragraph 3 in Schedule 1 specifies that this clause 10(d) applies, it is not resident in Australia for the purposes of the Tax Act and either:

(i) does not have a branch or other permanent establishment in Australia for the purposes of the Tax Act or of any applicable double tax agreement between Australia and its country of tax residence; or

(ii) if it does have such a branch or other permanent establishment in Australia, that the loan is not entered into in the course of carrying on business through such branch or permanent establishment; and

(e) unless clause 14 applies, it is acting as principal in respect of this Agreement.

11 Borrower's warranties

[Borrower's warranties] Each Party hereby warrants and undertakes to the other on a continuing basis, to the intent that such warranties shall survive the completion of any transaction contemplated by this Agreement, that, where acting as a Borrower:

(a) it has all necessary licences and approvals, and is duly authorised and empowered, to perform its duties and obligations under this Agreement and will do nothing prejudicial to the continuation of such authorisation, licences or approvals;

(b) it is not restricted under the terms of its constitution or in any other manner from borrowing Securities in accordance with this Agreement or from otherwise performing its obligations under this Agreement;

(c) it is absolutely entitled to pass full legal and beneficial ownership of all Collateral provided by it under this Agreement to the Lender free from all liens, charges, equities and encumbrances;

(d) it is acting as principal in respect of this Agreement; and

(e) unless otherwise agreed, it shall in respect of every loan of Securities return to the Lender Equivalent Securities not later than 360 days from the date of delivery by the Lender of the original Securities to the Borrower.

12 Events of Default

12.1 [Events of Default] Each of the following events occurring in relation to either

Party (the "Defaulting Party", the other Party being the "Non-Defaulting Party") shall be an Event of Default for the purpose of clause 8:

(a) the Borrower or Lender failing to pay or repay Cash Collateral or deliver or redeliver Collateral or Equivalent Collateral upon the due date, and the Non- Defaulting Party serves written notice on the Defaulting Party;

(b) the Lender or Borrower failing to comply with its obligations under clause 6, and the Non-Defaulting Party serves written notice on the Defaulting Party;

(c) the Borrower failing to comply with clause 4.2 or clause 9.2 and the Non- Defaulting Party serves written notice on the Defaulting Party;

(d) an Act of Insolvency occurring with respect to the Lender or the Borrower and (except in the case of an Act of Insolvency which is the presentation of a petition for winding up or any analogous proceeding or the appointment of a liquidator or analogous officer of the Defaulting Party in which case no such notice shall be required) the Non-Defaulting Party serves written notice on the Defaulting Party;

(e) any representations or warranties made by the Lender or the Borrower being incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, and the Non-Defaulting Party serves written notice on the Defaulting Party;

(f) the Lender or the Borrower admitting to the other that it is unable to, or it intends not to, perform any of its obligations hereunder and/or in respect of any loan hereunder, and the Non-Defaulting Party serves written notice on the Defaulting Party;

(g) the Lender (if appropriate) or the Borrower being declared in default by the appropriate authority under the Rules or being suspended or expelled from membership of or participation in any securities exchange or association or other self-regulatory organisation, or suspended from dealing in securities by any government agency, and the Non-Defaulting Party serves written notice on the Defaulting Party;

(h) any of the assets of the Lender or the Borrower or the assets of investors held by or to the order of the Lender or the Borrower being ordered to be transferred to a trustee by a regulatory authority pursuant to any securities regulating legislation and the Non-Defaulting Party serves written notice on the Defaulting Party, or

(i) the Lender or the Borrower failing to perform any other of its obligations hereunder and not remedying such failure within 30 days after the Non-Defaulting Party serves written notice requiring it to remedy such failure, and the Non-Defaulting Party serves a further written notice on the Defaulting Party.

12.2 [Obligation of each Party to notify its Event of Default] Each Party shall notify the other if an event occurs which would constitute an Event of Default in

relation to it with the giving of notice.

13 Outstanding payments

[Default interest] In the event of either Party failing to remit sums in accordance with this Agreement, such Party hereby undertakes to pay to the other Party upon demand interest (before as well as after judgment) on the net balance due and outstanding, for the period commencing on and inclusive of the original due date for payment to (but excluding) the date of actual payment, in the same currency at a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it in good faith) if it were to fund or of funding the relevant amount, plus 2% (or other agreed percentage) per annum.

14 Transactions entered into as agent

14.1 [Agency Transactions] Subject to the following provisions of this clause, the Lender may enter into loans as agent (in such capacity, the "Agent") for a third person (a "Principal"), whether as custodian or investment manager or otherwise (a loan so entered into being referred to in this clause as an "Agency Transaction").

14.2 [Conditions for Agency Transactions] A Lender may enter into an Agency Transaction if, but only if:

(a) it specifies that loan as an Agency Transaction at or before the time when it enters into it;

(b) it enters into that loan on behalf of a single Principal whose identity is disclosed to the Borrower (whether by name or by reference to a code or identifier which the Parties have agreed will be used to refer to a specified Principal) at the time when it enters into the loan or as otherwise agreed between the Parties;

(c) it has at the time when the loan is entered into actual authority to enter into the loan and to perform on behalf of that Principal all of that Principal's obligations under the agreement referred to in clause 14.4(b) below; and

(d) the Borrower has agreed that the Lender may act as Agent in respect of the relevant loan, including as indicated (if at all) in paragraph 8 in Schedule 1.

14.3 [Undertakings by Lender] The Lender undertakes that, if it enters as agent into an Agency Transaction, forthwith upon becoming aware:

(a) of any event which constitutes an Act of Insolvency with respect to the relevant Principal; or

(b) of any breach of any of the warranties given in clause 14.5 below or of any event or circumstance which has the result that any such warranty would be untrue if repeated by reference to the current facts, it will

inform the Borrower of that fact and will, if so required by the Borrower, furnish it with such additional information as it may reasonably request.

14.4 [Consequences of Agency Transaction]

(a) Each Agency Transaction shall be a transaction between the relevant Principal and the Borrower and no person other than the relevant Principal and the Borrower shall be a party to or have any rights or obligations under an Agency Transaction. Without limiting the foregoing, the Lender shall not be liable as principal for the performance of an Agency Transaction or for breach of any warranty contained in clause 10(d) of this Agreement, but this is without prejudice to any liability of the Lender under any other provision of this clause.

(b) All the provisions of the Agreement shall apply separately as between the Borrower and each Principal for whom the Agent has entered into an Agency Transaction or Agency Transactions as if each such Principal were a party to a separate agreement with the Borrower in all respects identical with this Agreement other than this paragraph and as if the Principal were Lender in respect of that agreement; provided that:

(i) if there occurs in relation to the Agent an Event of Default or an event which would constitute an Event of Default if the Borrower served written notice under any paragraph of clause 12, the Borrower shall be entitled by giving written notice to the Principal (which notice shall be validly given to the Lender in accordance with clause 20) to declare that, by reason of that event, an Event of Default is to be treated as occurring in relation to the Principal. If the Borrower gives such a notice, then an Event of Default shall be treated as occurring in relation to the Principal at the time when the notice is deemed to be given; and

(ii) if the Principal is neither incorporated nor has established a place of business in Australia, the Principal shall for the purposes of the agreement referred to in the preamble in this paragraph (b) be deemed to have appointed as its agent to receive on its behalf service of process in the courts of Australia the Agent, or, if the Agent is neither incorporated nor has established a place of business in Australia, the person appointed by the Agent for the purposes of this Agreement, or such other person as the Principal may from time to time specify in a written notice given to the other party.

(c) The foregoing provisions of this clause do not affect the operation of the Agreement as between the Borrower and the Lender in respect of any transactions into which the Lender may enter on its own account as principal.

14.5 [Warranty by Lender] The Lender warrants to the Borrower that it will, on every occasion on which it enters or purports to enter into a transaction as an Agency Transaction, have been duly authorised to enter into that loan and perform the

obligations arising thereunder on behalf of the person whom it specifies as the Principal in respect of that transaction and to perform on behalf of that person all the obligations of that person under the agreement referred to in clause 14.4(b).

15 Termination of course of dealings by notice

Each Party shall have the right to bring the course of dealing contemplated under this Agreement to an end by giving not less than 15 Business Days' notice in writing to the other Party (which notice shall specify the date of termination), subject to an obligation to ensure that all loans which have been entered into but not discharged at the time such notice is given are duly discharged in accordance with this Agreement and with the Rules (if applicable).

16 No reliance on tax or accounting representations by other Party

Each Party acknowledges, represents and warrants to the other that, except as expressly stated in this Agreement or any Confirmation:

(a) it has not relied on any advice, statement, representation or conduct of any kind by or on behalf of the other Party in relation to any tax (including stamp duty) or accounting issues concerning this Agreement or any transactions effected under it; and

(b) it has made its own determination as to the tax (including stamp duty) and accounting consequences and treatment of any transaction effected under this Agreement, including (without limitation) of any moneys paid or received or any property transferred or received in connection with any such transaction.

17 Observance of procedures

Each of the Parties hereto agrees that, in taking any action that may be required in accordance with this Agreement, it shall observe strictly the procedures and timetable applied by the Rules (if and to the extent applicable) and, further, shall observe strictly any agreement (oral or otherwise) as to the time for delivery or redelivery of any money, Securities, Equivalent Securities, Collateral or Equivalent Collateral entered into pursuant to this Agreement.

18 Severance

If any provision of this Agreement is declared by any judicial or other competent authority to be void or otherwise unenforceable, that provision shall be severed from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The Agreement shall, however, thereafter be amended by the Parties in such reasonable manner so as to achieve, without illegality, the intention of the Parties with respect to that severed provision.

19 Specific performance

Each Party agrees that, in relation to legal proceedings, it will not seek specific performance of the other Party's obligation to deliver or redeliver Securities, Equivalent Securities, Collateral or Equivalent Collateral, but without prejudice to any other rights it may have.

20 Notices

20.1 [Effectiveness] Any notice or other communication in respect of this Agreement may be given in any manner set forth below (except that a notice or other communication under clause 12 or clause 15 may not be given by facsimile transmission or electronic messaging system) to the address or number or in accordance with the electronic messaging system details provided (see paragraph 6 in Schedule 1) and will be deemed effective as indicated:

(a) if in writing and delivered in person or by courier, on the date it is delivered;

(b) if sent by telex, on the date the recipient's answerback is received;

(c) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and may be met by a transmission report generated by the sender's facsimile machine);

(d) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or

(e) if sent by electronic messaging system, on the date that electronic message is received, unless the date of that delivery (or attempted delivery) or the receipt, as applicable, is not a Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

20.2 [Change of Address] Either Party may by notice to the other change the address, telex or facsimile number or electronic messaging system details at which notices or other communications are to be given to it.

21 Assignment

Neither Party may assign, transfer or otherwise dispose of all or any of its rights or obligations under this Agreement without the prior written consent of the other Party.

22 Non-Waiver

No failure or delay by either Party to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege as provided in this Agreement.

23 Time

Time shall be of the essence of the Agreement.

24 Recording

The Parties agree that each may electronically record all telephonic conversations between them.

25 Miscellaneous

25.1 [Entire Agreement] This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

25.2 [Amendments] No amendment in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the Parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.

25.3 [Survival of Obligations] t h e obligations of the Parties under this Agreement will survive the termination of any transaction.

25.4 [Remedies Cumulative] Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

25.5 [Counterparts] This Agreement (and each amendment in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

25.6 [Expenses] A Defaulting Party will, on demand, indemnify and hold harmless the other Party for and against all reasonable out-of-pocket expenses, including legal fees and stamp duty, incurred by such other Party by reason of the enforcement and protection of its rights under this Agreement or by reason of the early termination of any transaction, including, but not limited to, costs of collection.

26 Definitions

In this Agreement:

Act of Insolvency means in relation to either Party:

(a) its making a general assignment for the benefit of, or entering into a reorganisation, arrangement, or composition with creditors; or

(b) its admitting in writing that it is unable to pay its debts as they become due; or

(c) its seeking, consenting to or acquiescing in the appointment of any trustee, administrator, receiver or liquidator or analogous officer of it or any material part of its property; or

(d) the presentation or filing of a petition in respect of it (other than by the other Party to this Agreement in respect of any obligation under this Agreement) in any court or before any agency alleging or for the bankruptcy, winding-up or insolvency of such Party (or any analogous proceeding) or seeking any reorganisation,

arrangement, composition, re-adjustment, administration, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such petition (except in the case of a petition for winding-up or any analogous proceeding in respect of which no such 30 day period shall apply) not having been stayed or dismissed within 30 days of its filing;

(e) the appointment of a receiver, administrator, liquidator or trustee or analogous officer of such Party over all or any material part of such Party's property; or

(f) the convening of any meeting of its creditors for the purpose of considering a compromise or arrangement within Part 5.1 of the Corporations Law of Australia (or any analogous proceeding).

In this definition:

(g) "liquidator" shall be deemed to include a "provisional liquidator";

(h) "receiver" shall be deemed to include a "receiver and manager";

(i) "administrator" shall be deemed to include an "official manager";

(j) "arrangement" shall be deemed to include a "scheme of arrangement"; and

(k) "creditors" shall be deemed to include "any class of creditors".

Agent has the meaning given in clause 14.

Alternative Collateral means Collateral of a Value equal to the Collateral delivered pursuant to clause 6 and provided by way of substitution for Collateral originally delivered or previously substituted in accordance with the provisions of clause 6.5.

Australian Taxpayer means any person other than:

(a) a Party who is not a resident of Australia for the purposes of the Tax Act (whether that Party is acting as a trustee, nominee or agent or in some other capacity) at the time a Distribution is paid; or

(b) a Party who is acting in the capacity of trustee, nominee or agent for a person who is not a resident of Australia for the purposes of the Tax Act at the time a Distribution is paid.

Bankers Acceptances has the meaning given in paragraph 1.1(d) in Schedule 1.

Base Currency has the meaning given in paragraph 2 in Schedule 1.

Bid Price, in relation to Equivalent Securities or Equivalent Collateral,

means the best available bid price thereof on the most appropriate market in a standard size.

Bid Value, subject to clause 8.5, means:

(a) in relation to Equivalent Collateral at a particular time:

(i) in relation to Collateral type (h) (more specifically referred to in paragraph 1.1 in Schedule 1), the Value thereof as calculated in accordance with paragraph 1.2(d) in Schedule 1;

(ii) in relation to all other types of Collateral (more specifically referred to in paragraph 1.1 in Schedule 1), the amount which would be received on a sale of such Collateral at the Bid Price thereof at such time less all costs, fees and expenses that would be incurred in connection with selling or otherwise realising such Equivalent Collateral, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out such sale or realisation and adding thereto the amount of any interest, dividends, distributions or other amounts paid to the Lender and in respect of which equivalent amounts have not been paid to the Borrower in accordance with clause 6.7 prior to such time in respect of such Equivalent Collateral or the original Collateral held gross of all and any tax deducted or paid in respect thereof; and

(b) in relation to Equivalent Securities at a particular time, the amount which would be received on a sale of such Equivalent Securities at the Bid Price thereof at such time less all costs, fees and expenses that would be incurred in connection therewith, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out the transaction.

Borrower, in relation to a particular loan of Securities, means the Borrower as referred to in Recital A of this Agreement.

Borrowing Request means a request which may be oral or in writing in such form as is agreed between the Parties (a written example of which comprises Schedule 2 to this Agreement) by the Borrower to the Lender pursuant to clause 2.1 specifying, as necessary:

(a) the description, title and amount of the Securities required by the Borrower;

(b) the description (if other than Australian currency) and amount of any Collateral to be provided;

(c) the proposed Settlement Date;

(d) the duration of such loan (if other than indefinite);

(e) the mode and place of delivery, which shall, where relevant, include the bank, agent, clearing or settlement system and account to which delivery of the Securities and any Collateral is to be made;

(f) the Margin in respect of the transaction (if different from that stated in Schedule 1 or Schedule 3, as appropriate); and

(g) the Fee.

Business Day means a day on which banks and securities markets are open for business generally in each place stated in paragraph 5 in Schedule 1 and, in relation to the delivery or redelivery of any of the following in relation to any loan, in the place(s) where the relevant Securities, Equivalent Securities, Collateral (including Cash Collateral) or Equivalent Collateral are to be delivered.

Cash Collateral means Collateral that takes the form of a deposit of currency.

Close of Business means:

(a) in relation to any borrowing of Securities or redelivery of Equivalent Securities under this Agreement, the final time on a Business Day at which settlement of the transfer of those Securities can take place in order to constitute good delivery on that day; and

(b) in relation to the provision of Collateral or return of Equivalent Collateral or the making of any other payment under this agreement, the time at which trading banks close for general banking business in the place in which payment is to be made or Collateral or Equivalent Collateral is to be delivered or redelivered.

Collateral means such securities or financial instruments or deposits of currency as are referred to in paragraph 1.1 in Schedule 1 or any combination thereof which are delivered by the Borrower to the Lender in accordance with this Agreement and includes the certificates or other documents of title (if any) and transfer in respect of the foregoing (as appropriate), and includes Alternative Collateral.

Confirmation means the Borrowing Request, as it may be amended pursuant to clause 2.2, or other confirming evidence exchanged between the Parties confirming the terms of a transaction.

Defaulting Party has the meaning given in clause 12.

Distribution has the meaning given to that term in section 995-1(1) of the 1997 Tax Act.

Distribution Statement means a statement given in accordance with section 202-80 (as it may be finally amended under section 202-85) of the 1997 Tax Act.

Equivalent Collateral or Collateral equivalent to, in relation to any Collateral provided under this Agreement, means securities, cash or other property, as the case may be, of an identical type, nominal value, description and amount to particular Collateral so provided and shall include the certificates or other documents of title (if any) and transfer in respect of the foregoing (as appropriate). If and to the extent that such Collateral consists of securities that are partly paid or have been converted, subdivided, consolidated, redeemed, made the subject of a takeover, capitalisation issue, rights issue or event similar to any of the foregoing, the expression shall have the following meaning:

(a) in the case of conversion, subdivision or consolidation the securities into which the relevant Collateral has been converted, subdivided or consolidated provided that, if appropriate, notice has been given in accordance with clause 4.2(b);

(b) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;

(c) in the case of a takeover, a sum of money or securities, being the consideration or alternative consideration of which the Borrower has given notice to the Lender in accordance with clause 4.2(b);

(d) in the case of a call on partly paid securities, the paid-up securities provided that the Borrower shall have paid to the Lender an amount of money equal to the sum due in respect of the call;

(e) in the case of a capitalisation issue, the relevant Collateral together with the securities allotted by way of a bonus thereon;

(f) in the case of a rights issue, the relevant Collateral together with the securities allotted thereon, provided that the Borrower has given notice to the Lender in accordance with clause 4.2(b), and has paid to the Lender all and any sums due in respect thereof;

(g) in the event that a payment or delivery of Income is made in respect of the relevant Collateral in the form of securities or a certificate which may at a future date be exchanged for securities or in the event of an option to take Income in the form of securities or a certificate which may at a future date be exchanged for securities, and notice has been given to the Lender in accordance with clause 4.2(b), the relevant Collateral together with securities or a certificate equivalent to those allotted; and

(h) in the case of any event similar to any of the foregoing, the relevant Collateral together with or replaced by a sum of money or securities equivalent to that received in respect of such Collateral resulting from such event.

For the avoidance of doubt, in the case of Bankers' Acceptances (Collateral type (d)), Equivalent Collateral must bear dates, acceptances and endorsements (if any) by the same entities as the bill to which it is intended to be equivalent and, for the purposes of this definition, securities are equivalent to other securities where they are of an identical type, nominal value, description and amount and such term shall include the certificate and other documents of or evidencing title and transfer in respect of the foregoing (as appropriate).

Equivalent Securities means securities of an identical type, nominal value, description and amount to particular Securities borrowed and such term shall include the certificate and other documents of or evidencing title and transfer in respect of the foregoing (if appropriate). If and to the extent that such Securities are partly paid or have been converted, subdivided, consolidated, redeemed, made the subject of a takeover, capitalisation issue, rights issue or event similar to any of the foregoing, the expression shall have the following meaning:

(a) in the case of conversion, subdivision or consolidation the securities into which the borrowed Securities have been converted, subdivided or consolidated provided that if appropriate, notice has been given in accordance with clause 4.2(b);

(b) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;

(c) in the case of a takeover, a sum of money or securities, being the consideration or alternative consideration of which the Lender has given notice to the Borrower in accordance with clause 4.2(b);

(d) in the case of a call on partly paid securities, the paid-up securities provided that the Lender shall have paid to the Borrower an amount of money equal to the sum due in respect of the call;

(e) in the case of a capitalisation issue, the borrowed Securities together with the securities allotted by way of a bonus thereon;

(f) in the case of a rights issue, the borrowed Securities together with the securities allotted thereon, provided that the Lender has given notice to the Borrower in accordance with clause 4.2(b), and has paid to the Borrower all and any sums due in respect thereof;

(g) in the event that a payment or delivery of Income is made in respect of the borrowed Securities in the form of securities or a certificate which may at a future date be exchanged for securities

or in the event of an option to take Income in the form of securities or a certificate which may at a future date be exchanged for securities, and notice has been given to the Borrower in accordance with clause 4.2(b), the borrowed Securities together with securities or a certificate equivalent to those allotted; and

(h) in the case of any event similar to any of the foregoing, the borrowed Securities together with or replaced by a sum of money or securities equivalent to that received in respect of such borrowed Securities resulting from such event.

For the purposes of this definition, securities are equivalent to other securities where they are of an identical type, nominal value, description and amount and such term shall include the certificate and other documents of or evidencing title and transfer in respect of the foregoing (as appropriate).

Event of Default has the meaning given in clause 12.

Fee, in respect of a transaction, means the fee payable by one Party to the other in respect of that transaction under clause 5.

Franked Distribution has the meaning given to that term in section 995-1(1) of the 1997 Tax Act.

Franking Credit has the meaning given to that term in section 995-1(1) of the 1997 Tax Act.

Imputation Benefits has the meaning given to that term in section 204-30(6) (other than paragraph (d) thereof) of the 1997 Tax Act.

Imputation System has the meaning given to that term in section 995-1(1) of the 1997 Tax Act.

Income means any dividends, interest or other distributions of any kind whatsoever with respect to any Securities or Collateral.

Income Determination Period, in relation to a particular loan of Securities, means:

(a) in relation to the Securities, the period commencing when the Securities cease to be registered in the name of the Lender (or the relevant transferor) upon or before delivery of those Securities under clause 3 and ending when Equivalent Securities are registered in the name of the Lender (or the relevant transferee) upon or following redelivery of those Equivalent Securities under clause 7.1; and

(b) in relation to Collateral (other than Cash Collateral), the period commencing when the Collateral ceases to be registered in the name of the Borrower (or the relevant transferor) upon or before

delivery of that Collateral under clause 6.1 and ending when Equivalent Collateral is registered in the name of the Borrower (or the relevant transferee) upon or following redelivery of that Equivalent Collateral under clause
6.6.

Income Payment Date, in relation to any Securities or Collateral, means the date on which Income is paid in respect of such Securities or Collateral, or, in the case of registered Securities or Collateral, the date by reference to which particular registered holders are identified as being entitled to payment of Income.

Lender, in relation to a particular loan of Securities, means the Lender as referred to in Recital A of this Agreement.

Margin has the meaning in paragraph 1.3 in Schedule 1.

Nominee means an agent or a nominee appointed by either Party to accept delivery of, hold or deliver Securities, Equivalent Securities, Collateral and/or Equivalent Collateral on its behalf whose appointment has been notified to the other Party.

Non-Defaulting Party has the meaning given in clause 12.

Offer Price, in relation to Equivalent Securities or Equivalent Collateral, means the best available offer price thereof on the most appropriate market in a standard size.

Offer Value, subject to clause 8.5, means:

(a) in relation to Collateral equivalent to Collateral type (h) (more specifically referred to in paragraph 1.1 in Schedule 1), the Value thereof as calculated in accordance with paragraph 1.2(d) in Schedule 1; and

(b) in relation to Equivalent Securities or Collateral equivalent to all other types of Collateral (more specifically referred to in paragraph 1.1 in Schedule 1), the amount it would cost to buy such Equivalent Securities or Equivalent Collateral at the Offer Price thereof at such time plus all costs, fees and expenses that would be incurred in connection therewith, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out the transaction.

Paid, in relation to a Distribution, includes credited, distributed or issued and like terms are to be construed accordingly.

Parties means the Lender and the Borrower and Party shall be construed accordingly.

Performance Date has the meaning given in clause 8. Posted Collateral has the meaning given in clause 6.2(a)(i).

Principal has the meaning given in clause 14.

Reference Price means:

(a) in relation to the valuation of Securities, Equivalent Securities, Collateral and/or Collateral equivalent to type (g) or (i) (more specifically referred to in paragraph 1.1 in Schedule 1), such price as is equal to the mid-market quotation of such Securities, Equivalent Securities, Collateral and/or Equivalent Collateral as derived from a reputable pricing information service (such as the services provided by SEATS, Bloomberg or Reuters) reasonably chosen in good faith by the Lender or if unavailable the market value thereof as derived from the prices or rates bid by a reputable dealer for the relevant instrument reasonably chosen in good faith by the Lender, in each case at Close of Business on the previous Business Day; and

(b) in relation to the valuation of Securities, Equivalent Securities, Collateral and/or Collateral equivalent to Collateral types (b)-(f) (more specifically referred to in paragraph 1.1 in Schedule 1), the market value thereof as derived from the prices or rates bid by a market maker or reputable dealer for the relevant instrument reasonably chosen by the Lender in good faith or, in the absence of such a bid, the average of the rates bid by two leading market makers reasonably chosen in good faith by the Lender in each case at Close of Business on the previous Business Day.

Relevant Payment Date has the meaning given in clause 4.2(a).

Required Collateral Value has the meaning given in clause 6.3.

Rules means the rules for the time being of the Stock Exchange (where either Party is a member of the Stock Exchange) and/or any other regulatory authority whose rules and regulations shall from time to time affect the activities of the Parties pursuant to this Agreement (provided that in an Event of Default, where either Party is a member of the Stock Exchange, the Rules and Regulations of the Stock Exchange shall prevail).

Securities means "eligible securities" within the meaning of section 26BC (1) of the 1936 Tax Act which the Borrower is entitled to borrow from the Lender in accordance with the Rules and which may be or are the subject of a loan or provided as Collateral pursuant to this Agreement and such term shall include the certificates or other documents of title (if any) in respect of the foregoing.

Settlement Date means the date upon which Securities are or are to be transferred to the Borrower in accordance with this Agreement.

Standard Settlement Time in relation to a Security means the period

of time within which transactions in such Securities are customarily required to be settled.

Stock Exchange means the Australian Stock Exchange Limited.

Tax Act includes:

(a) the Income Tax Assessment Act 1936 (the "1936 Tax Act");

(b) the Income Tax Assessment Act 1997 (the "1997 Tax Act"); and

(c) Schedule 1 to the Taxation Administration Act 1953.

Transfer means:

(a) in relation to Cash, payment or delivery by wire transfer into one or more bank accounts;

(b) in relation to certificated securities that cannot, or which the Parties have agreed will not, be paid or delivered by book-entry, payment or delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer, assignments in blank, transfer tax stamps and any other documents necessary to constitute a valid and legally effective transfer to the recipient;

(c) in relation to securities that must, or which the Parties have agreed will, be paid or delivered by book-entry, initiating the Transfer by the giving of written instructions (including instructions given by telephone, facsimile transmission, telex, e-mail or message generated by an electronic messaging system or otherwise) to the relevant depository institution or other entity specified by the recipient, together with a written copy thereof to the recipient, sufficient if complied with to result in a valid and legally effective transfer of the relevant interest to the recipient.

Transfer of Distribution Statement, in relation to Distributions, means a properly completed document in the form, or substantially in the form, of Appendix 6.27 to the Rules or a properly completed statement in another form which is acceptable for the purposes of section 216-30 of the 1997 Tax Act.

Transferring Party means the Party making or effecting a Transfer to the other Party.

Value at any particular time means, in relation to Securities and Equivalent Securities, the Reference Price thereof then current and in respect of Collateral and/or Equivalent Collateral such worth as determined in accordance with paragraph 1.2 in Schedule 1.

27 Governing Law and Jurisdiction

27.1 [Governing law] This Agreement is governed by, and shall be construed in accordance with, the law in force in New South Wales, Australia.

27.2 [Consent to jurisdiction] Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales in respect of any dispute in connection with this Agreement.

Schedule 1 - Particulars

1 COLLATERAL *(see definition in clause 26, and also clause 6)*

1.1 The Parties agree that neither the Lender nor the Borrower shall have any obligation to deliver or deposit any Collateral or any Equivalent Collateral in respect of any Loan and all provisions in the Agreement relating to Alternative Collateral, Cash Collateral, Collateral, Equivalent Collateral, letter of credit, Margin, Posted Collateral, Required Collateral Value and all provisions which are in any way consequential thereon shall have no effect in relation to any Loan; and the Agreement shall for all purposes be read and construed accordingly. In particular:

1.1.1. clauses 3 (Delivery of Securities), 4.1 (Passing of title), 8.2 (Netting following occurrence of Event of Default), 12.1 (Events of Default) and 19 (Specific Performance) of the Agreement are hereby amended to be applicable only to Securities and Equivalent Securities as if no reference were made to Collateral, Cash Collateral or Equivalent Collateral as the case may be; and

1.1.2. clauses 6 (Collateral), 8.1 (Requirement for simultaneous delivery and 11(c) (Borrowers Warranties) of the Agreement shall not apply and reference thereto in other paragraphs of the Agreement shall be disregarded.

1.2 The Parties agree that any Loan of Securities under this Agreement shall be documented by way of a master confirmation letter ("**Master Confirmation**") to be delivered by **Credit Suisse** to **Counterparty** (which has been countersigned or otherwise accepted by Counterparty), as supplemented by transaction supplements thereto (each, a "**Transaction Supplement**").

1.3 Neither Borrower nor Lender shall owe the other any obligations pursuant to clause 5 (Fees) of the Agreement. Accordingly, clause 5 (Fees) of the Agreement shall not apply.

2 BASE CURRENCY *(see definition in clause 26 and clause 1.6)*

The Base Currency applicable to this Agreement is Australian Dollars.

3 LENDER'S WARRANTIES *(see clause 10(d))*

Clause 10(d) shall not apply.

4 VOTING *(see clause 4.3)*

Clause 4.3 does not apply.

5 PLACE OF BUSINESS *(see definition of "Business Day" in clause 26)*

Sydney.

6 ADDRESS FOR NOTICES AND STATUS OF PARTIES *(see clause 20.1)*

6.1 Address for notices or communications to **Credit Suisse AG, Singapore Branch**:

As separately advised by Credit Suisse.

which is not an Australian Taxpayer.

6.2 Address for notices or communications to **Counterparty**:

As separately advised by Counterparty.

which is an Australian Taxpayer.

7 COMPENSATION FOR LOSS OF FRANKING CREDITS/REBATES *(see clause 9.2)*

Is not required.

8 AGENCY (*see clause 14.2(d)***)**

Clause 14 may apply to Credit Suisse: No

Clause 14 may apply to Counterparty: No

Schedule 2 Specimen Form of Borrowing Request (see clause 2.1 and definition of "Borrowing Request" in clause 26)

[Deleted]

Schedule 3 Supplementary Terms and Conditions

This Schedule forms part of and amends the Master Securities Lending Agreement (including Schedule 1) to which it is a Schedule, as follows:

1. Capitalised words and phrases used in the Agreement and not otherwise defined herein shall have the meaning given to them in the ISDA Agreement and/or the Derivative Confirmation (as the case may be).

Recitals

2. Recital A is deleted and replaced by the following:

"In connection with the Derivative Transaction, from time to time the Parties may enter into transactions in which Renaissance Resources Pty Limited ("**Lender"**) will transfer to Credit Suisse ("**Borrower**") certain shares as specified in the Master Confirmation."

3. **Clause 1.4(b)**

Clause 1.4(b) is deleted and replaced by the following:

"(b) Notwithstanding the use of expressions such as "borrow", "lend", "redeliver" etc., which are used to reflect terminology used in the market for transactions of the kind provided for in this Agreement, all right, title and interest in and to Securities "borrowed" or "lent" in accordance with this Agreement ("title") shall pass from Lender to Borrower free and clear of any liens, claims, charges or encumbrances or any other interest of the Lender or of any third party (other than a lien routinely imposed on all securities in a relevant clearing system), the Borrower being obliged to redeliver Equivalent Securities. Each Transfer under this Agreement will be made so as to constitute or result in a valid and legally effective transfer of the Lender's legal and beneficial title to the Borrower."

4. **Clause 2.2**

Clause 2.2 is deleted in its entirety

5. **Clause 3**

Clause 3 is amended by inserting "Securities which are provided through a book entry transfer system (such as Austraclear) or" after "in the case of" in the seventh line.

6. **Clause 4.1**

Clause 4.1 is amended by inserting "which are provided through a book entry transfer system or" before "title to which is registered" in the fourth line of the last paragraph.

7. **Clause 4.2**

7.1 For the purpose of Clause 4.2, the Relevant Payment Date shall be the Actual Dividend Payment Date (as defined in the Derivative Confirmation).

7.2 Clause 4.2(c) shall be amended by replacing the word "option" with the word "Option" and replacing the word "right" with the word "Right" for every occurrence within the paragraph.

8. **Clause 4.3**

Clause 4.3 of this Agreement is deleted in its entirety.

9. **Clause 7.1**

Clause 7.1 is deleted and replaced by the following:

"The Borrower undertakes to redeliver Equivalent Securities in accordance with this Agreement."

10. **Clauses 7.2 to 7.4**

Clauses 7.2, 7.3 and 7.4 are deleted.

11. **Clause 7.5**

Clause 7.5 is deleted and replaced by the following:

"(a) The Borrower shall be entitled at any time to terminate a particular loan of Securities and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.

(b) Subject to Clause 8 (Set-off etc.) and Clause 32 (Set Off of Net Termination Amounts), if the Scheduled Termination Date has occurred or a loan otherwise terminates, the Borrower shall have an obligation to redeliver all and any Equivalent Securities due and outstanding to the Lender, in each case, in accordance with the Lender's instructions.

12. **Clause 8.2**

Clause 8.2 is amended by adding the following clause 8.2(c):

"(c) In respect of:

(i) an Event of Default (as defined in the ISDA Agreement and including any additional Event of Default as set out in the Derivative Confirmation), if the Party entitled to designate an Early Termination Date under the ISDA Agreement designates such date in accordance with Section 6(a) of the ISDA Agreement, the Performance Date will occur on such Early Termination Date;

(ii) a Termination Event (as defined in the ISDA Agreement and including any Additional Termination Event as set out in the Derivative Confirmation) which is a Close-Out Event, if the Party entitled to designate an Early Termination Date under the ISDA Agreement designates such date in accordance with Section 6(b) of the ISDA Agreement, the Performance Date will occur on such Early Termination Date; or

(ii) a Cancellation Event, if the Party entitled to terminate or cancel the Derivative Transaction does so in accordance with the terms of the ISDA Agreement, the Performance Date will occur on the date on which payment is due by one Party to the other pursuant to such terms (the "**Cancellation Payment Date**").

Any notices required to be given under paragraph 12 (Event of Default) of this Agreement will, upon the delivery of a notice under Section 6(a) or 6(b) of the ISDA Agreement or any notice in respect of a Cancellation Event, be deemed to have been given with effect from a date such that the Performance Date will occur on the Early Termination Date or Cancellation Payment Date as the case may be."

13. **Clause 9.1**

Clause 9.1 is deleted and replaced by the following:

"The Borrower hereby undertakes promptly to pay and account for any transfer or similar duties or taxes, and any loan security or other stamp duties (if any) (together, "**Stamp Tax**") chargeable in connection with any transaction effected pursuant to or contemplated by this Agreement. The Lender shall indemnify and keep indemnified Borrower against any liability for any Stamp Tax which is levied or imposed upon Borrower in connection with any Loan effected pursuant to or contemplated by this Agreement (other than any Stamp Tax that would not be chargeable but for Borrower's failure to apply for Stamp Tax relief or Borrower's failure to comply with its obligations under this Agreement)."

14. **Clause 10**

Clause 10 is amended as follows:

(a) by deleting "and" at the end of clause 10(d);

(b) by deleting "." at the end of clause 10(e) and replacing it with "; and";

(c) by adding the following clauses 10(f) and 10(g):

"(f) it is not relying on any communication (whether oral or written, except for the express representations, warranties, covenants, undertakings and agreements set forth in the Agreement and this Schedule 3) of the other Party or any Agent as advice, warranties or representations, and it has obtained such independent professional tax, accounting, regulatory, legal and financial advice as it has deemed necessary.

(g) it constitutes an "accredited investor" or "institutional investor" as defined in the Securities and Futures Act, Chapter 289 of Singapore ("SFA"), and as may be revised under the SFA from time to time (an "Accredited Investor" or "Institutional Investor" (as applicable)), and it shall promptly provide the Borrower with any supporting information or documentation which the Borrower may request for the purpose of validating its categorisation as an Accredited Investor or Institutional Investor at any time, and shall inform the Borrower promptly in the event that it no longer qualifies as an Accredited Investor or Institutional Investor (as applicable)."

15. **Clause 12**

Clause 12 shall be amended as follows:

(a) deleting clauses 12.1(a), 12.1(b), 12.1(d), 12.1(g) and 12.1(h);

(b) by inserting "undertakings," after the word "any" in the first line of clause 12.1(e);

(c) deleting "30 days" and inserting "5 Business Days" in sub-clause 12.1(i);

(d) by deleting "or" at the end of clause 12.1(h) and "." at the end of clause 12.1(i);

(e) inserting the following as a new clauses 12.1(j) to (m):

"(j) the Borrower failing to redeliver Equivalent Securities in accordance with this Agreement."

(k) an "Event of Default" in respect of a Party under the ISDA Agreement (including any additional Event of Default in respect of a Party under the Derivative Confirmation). That Party shall be the Defaulting Party and the other Party shall be the Non-Defaulting Party. This Event of Default will take effect from the date

designated as the Early Termination Date in respect of such Event of Default in accordance with Section 6(a) of the ISDA Agreement;

(l) a "Termination Event" in respect of a Party or both Parties under the ISDA Agreement (including any Additional Termination Event under the Derivative Confirmation) which is a Close-Out Event. Where there is only one Affected Party under the Termination Event, that Party shall be the Defaulting Party and the other Party shall be the Non-Defaulting Party. Where there are two Affected Parties under the Termination Event, the Counterparty shall be the Defaulting Party and Credit Suisse shall be the Non-Defaulting Party. This Event of Default will take effect from the date designated as the Early Termination Date in respect of such Termination Event in accordance with Section 6(b) of the ISDA Agreement; and

(m) a Cancellation Event. The Party with the right to terminate or cancel a transaction under the ISDA Agreement as a result of the Cancellation Event will be the Non-Defaulting Party, provided if such party is the "Calculation Agent" (as defined in the Derivative Confirmation), the Non-Defaulting Party shall be Credit Suisse. The other Party will be the Defaulting Party."; and

(f) Clause 12.2 is amended by deleting and replacing it with the following;

"[**Obligation of each Party to notify its Event of Default**] Each Party shall notify the other in writing (the "Notice") if an event occurs, which would constitute an Event of Default in relation to it with the giving of notice (where applicable). The Notice must set forth the nature of such default and the steps being taken by it to remedy such default."

16. **Clause 15**

Clause 15 is deleted.

17. **Clause 20**

Clause 20 shall be amended as follows:

(a) the words "or electronic messaging system" shall be deleted in the fourth line of Clause 20.1;

(b) Clause 20.1(c) is amended by deleting the word "may" in the fourth line and replacing it with "will not"; and

(c) Clause 20.1(e) is replaced in its entirety with ""if sent by electronic messaging system, on the date that electronic message is sent."

18. **Clause 26**

Clause 26 shall be amended as follows:

(a) "Act of Insolvency" is amended by replacing the words "Corporations Law of Australia" in paragraph (f) with the words "Corporations Act 2001 (Cth)";

(b) deleting the definition of "Borrowing Request" and all provisions which are in any way consequential thereon shall have no effect in relation to any Loan;

(c) deleting and replacing "agreement" with "Agreement" in the third line of paragraphs (b) of the definition of "Close of Business";

(d) inserting the following definitions:

"**Cancellation Event**" means any event (other than an Event of Default or Termination Event, each as defined in ISDA Agreement (including any additional Event of Default or Additional Termination Event, each as set out in the Derivative Confirmation)) giving a Party the right to terminate or cancel a transaction under the ISDA Agreement (including without limitation any provision related to disruption events) , provided that the following shall not constitute a Cancellation Event:

(a) any termination pursuant to the provisions of "Optional Early Termination" under the Derivative Confirmation; or

(b) if Credit Suisse (acting reasonably and in good faith) determines that it is able to deliver Equivalent Securities following the occurrence of such event."

"**Close-Out Event**" means the occurrence of an Event of Default, Termination Event, Cancellation Event or any other event or circumstance, however described, which (i) entitles a Party to terminate a transaction under the ISDA Agreement; (ii) with the giving of notice or the lapse of time or both, would entitle a Party to terminate a transaction under the ISDA Agreement, provided that the following shall not constitute a Close-Out Event:

(a) any termination pursuant to the provisions of "Optional Early Termination" under the Derivative Confirmation; or

(b) if Credit Suisse (acting reasonably and in good faith) determines that it is able to deliver Equivalent Securities following the occurrence of such event, provided that this paragraph (b) shall not apply to any Event of Default."

"**Close-out and Netting Provisions**" means in relation to this Agreement, paragraphs 8.2 and 8.3 (as amended by this Schedule 3) and in relation to the ISDA Agreement, Section 6(e)."

"**ISDA Agreement**" means the 2002 ISDA Master Agreement deemed to be entered into pursuant to a confirmation (the "**Derivative Confirmation**") evidencing the terms of an equity collar transaction referencing the shares of De Grey Mining Limited (and such transaction being the "**Derivative Transaction**") entered between Credit Suisse and Counterparty dated on or about the date of this Agreement.

"**Master Agreement**" means either (i) this Agreement as supplemented by the terms of each Master Confirmation and Transaction Supplement or (ii) the ISDA Agreement."

"**Net Termination Amount**" means, in relation to a Master Agreement, the net balance payable by one Party to the other under such Master Agreement, following the occurrence of a Close-out Event in relation to either Party or as the case may be, both Parties, under the applicable Close-out and Netting Provisions;

"**Option"** for the purposes of clause 4.2(c) has the same meaning as the term is defined in section 26BC of the 1936 Tax Act."

"Right for the purposes of clause 4.2(c) has the same meaning as the term is defined in section 26BC of the 1936 Tax Act."

(e) deleting and replacing "Australian Stock Exchange Limited" with "Australian Securities Exchange Limited" in the definition of "**Stock Exchange**".

19. **Clause 28**

The following new clause 28 is inserted:

"28. Payment and Settlement Set-off:

If, on any date, amounts payable in the same currency under each Master Agreement or in respect of one or more transactions thereunder by each Party to the other (including without limitation, any Early Termination Amount determined under and as defined in the ISDA Agreement), then, on such date, each Party's obligation to pay any such amount will be set-off against the other Party's payment obligation to pay such amount such that if the aggregate amount payable by one Party exceeds the aggregate amount payable by the other Party, the obligations of each Party in respect of these payments will be fully discharged by the Party by whom the larger aggregate amount would have been payable paying to the other Party the excess of the larger aggregate amount over the smaller aggregate amount.

20. **Clause 29**

The following new clause 29 is inserted:

"29. Termination:

(a) Without prejudice to clause 7.1 and clause 12 of the Agreement, prior to the relevant Scheduled Termination Date (as set out in the Master Confirmation), each Loan may only be terminated (in whole or in part) by the Borrower, at any time by procuring the delivery of Equivalent Securities to the Lender's Securities Account (as defined in the Master Confirmation) and the Counterparty shall accept such delivery.

(b) The Parties agree and acknowledge that each delivery by Credit Suisse to the Counterparty of Equivalent Securities shall be allocated to the then outstanding Loan(s) with the earliest Settlement Date(s) on a first in, first out basis.

(c) Following any termination in part of any Loan, any part of that Loan that is not terminated shall continue in accordance with its terms and the Quantity (as defined in the Master Confirmation), where applicable, in respect of that Loan will be reduced to reflect such termination in part."

21. **Clause 30**

The following new clause 30 is inserted:

"30. Delivery Notice:

Prior to the termination of a Loan pursuant to clause 29 above or on the Scheduled Termination Date, upon request by Credit Suisse, the Counterparty shall provide to Credit Suisse written notice (which notice may be provided by email) (the "**Delivery Notice**") confirming that no event described in (A) Section 5(a)(vii) (Bankruptcy) of the ISDA Agreement or (B) the definition of "Act of Insolvency" (as amended by this Schedule 3) has occurred or is continuing with respect to the Counterparty.

The Delivery Notice must be delivered to Credit Suisse no later than the date which is five (5) Business Days prior to the Scheduled Termination Date."

22. **Clause 31**

The following new clause 31 is inserted:

"31. The ISDA Agreement:

If Credit Suisse makes any determination under, adjustment to, amendment of or decision in respect of the Derivative Transaction in its role as Calculation Agent, then Credit Suisse may (subject to the below), acting in good faith and in a commercially reasonable manner, make any corresponding or related determination under, adjustment to, amendment of or decision in respect of this Agreement and the terms of any Loan (including, without limitation, any additional payment obligation or any adjustment to any actual or contingent payment or delivery obligation under this Agreement) as Credit Suisse determines in good faith and in a commercially reasonable manner is appropriate in view of such determination under, adjustment to, amendment of or decision in respect of the Derivative Transaction, provided that:

(a) Credit Suisse shall promptly provide the Counterparty (in writing) with reasonable details relating to such determination, adjustment, amendment or decision:

(i) if Credit Suisse consults with the Counterparty pursuant to paragraph (b) below, during the consultation process; and

(ii) otherwise, after making any such determination, adjustment, amendment or decision; and

(b) prior to making such determination, adjustment, amendment or decision, Credit Suisse shall consult (unless it is not commercially practicable in the relevant circumstances and/or timeframes to consult (such decision to not consult being made in good faith)) with the Counterparty in good faith regarding such determination, adjustment, amendment or decision, provided that if Credit Suisse and the Counterparty are unable to promptly reach an agreement as to the relevant determination, adjustment, amendment or decision and, in any event, within two Business Days from the date that Credit Suisse contacts (or attempts to contact, as the case may be) the Counterparty regarding such consultation (including, for the avoidance of doubt, in the case of Credit Suisse being unable to contact, or not receiving any response from, the Counterparty by the end of the two Business Days period), Credit Suisse shall have the right to make any determination under, adjustment to, amendment of or decision in respect of this Agreement and the terms of any Loan as it determines in good faith and in a commercially reasonable manner is appropriate.

23. **Clause 32**

The following new clause 32 is inserted:

"32. Set Off of Net Termination Amounts:

32.1 If following the occurrence or deemed occurrence of a Close-Out Event, a Net Termination Amount falls to be calculated in respect of both Master Agreements then:

(a) notwithstanding any other provisions of the relevant Master Agreements, the Net Termination Amount payable in respect of each Master Agreement will be due and payable on the later of (i) the date when such amount falls due and payable pursuant to the Master Agreement under which such Net Termination Amount arises and (ii) the date when the relevant Net Termination Amount falls due pursuant to the other Master Agreement; and

(b) if a Net Termination Amount is due by each Party, such Net Termination Amounts will be set off against each other and only the balance (the "Net Sum") will be payable by the Party from whom the larger Net Termination Amount is due.

32.2 The Net Sum payable by one Party to the other Party will be paid in the Base Currency by close of business on the due date determined in accordance with this Clause 32. Any such amount which is not paid on the due date will bear interest at the Default Rate (as defined in the ISDA Agreement) for each day for which such amount remains unpaid. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. Interest to be paid in accordance with this provision will be capitalised if due for a period in excess of one year."

24. **Clause 33**

The following new clause 33 is inserted:

"33. FINMA Contractual Stay.

FINMA Contractual Stay. The parties "acknowledge" (*anerkennen*) FINMA's powers pursuant to Art. 30a of the Banking Act to declare a "suspension of the termination of agreements" (*Aufschub der Beendigung von Verträgen*) in respect of this Agreement. For the purposes of this acknowledgment, words and phrases in quotation marks have the meaning of the bracketed German word or phrase immediately following such word or phrase, as interpreted in accordance with Art. 12(2)(bis) of the Banking Ordinance and Art. 56 and 61a of the Bank Insolvency Ordinance.

For these purposes:

"**Banking Act**" means the Swiss Federal Act on Banks and Saving Banks as of 8 November 1934 (SR 952.0).

"**Banking Ordinance**" shall mean the Swiss Federal Ordinance on Banks and Saving Banks as of 30 April 2014 (SR 952.02).

"**Bank Insolvency Ordinance**" shall mean the Ordinance of the Swiss Financial Market Supervisory Authority on the Insolvency of Banks and Securities Dealers of 30 August 2012 (SR 952.05).

"**FINMA**" means the Swiss Financial Market Supervisory Authority."

Execution page

SIGNED for and on behalf of

CREDIT SUISSE AG, SINGAPORE BRANCH:

.....	.....
Name: David Leung	Name: Liu Feng-Hao
Title: Managing Director	Title: Vice President
Date:	Date: General Counsel Division

Executed for and on behalf of **RENAISSANCE RESOURCES PTY LTD ACN 661 053 283** in accordance with section 127 Corporations Act 2001 (Cth):

D. G

.....

Name: **DUNCAN GIBBS**
Title:
Date:

.....

Name: HAYDEN BARTROP
Title: DIRECTOR
Date: 18/08/2022

Australian Securities Lending Association Limited

(ACN 054 944 482)
Level 18, 20 Bond Street
Sydney NSW 2000
Tel: (61 2) 9259 5898
Fax: (61 2) 9259 5432

Coversheet
to

AUSTRALIAN MASTER SECURITIES LENDING AGREEMENT*

(Version: November 2003)

dated as of: 18 August 2022

Between: **Credit Suisse AG, Singapore Branch**

And: **Renaissance Resources Pty Limited**

*The original (Version: 4 April 1997) version of this agreement was adapted from the ISLA Overseas Securities Lender's Agreement (Version: December 1995, as amended by 1996 UK Tax Addendum), prepared by Clifford Chance, London, England for use by parties required to meet UK Inland Revenue tax requirements. The 4 April 1997 version has been updated in December 2002 and November 2003 to take account of, among other things, intervening Australian tax, stamp duty and regulatory changes, and also to better reflect Australian market practice.

*The original and updated versions of this agreement are both also subject to the "Warning and Disclaimer" on the coversheet to the original (Version: 4 April 1997) and updated (Version: November 2003) "User's Guide" relating to this agreement.

© m

Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Telephone (02) 9296 2000
Fax (02) 9296 3999
DX 113 Sydney
Ref: JCK

EXECUTION VERSION

To: Renaissance Resources Pty Limited ("you")

From: Credit Suisse AG, Singapore Branch ("Credit Suisse")

Re: Securities Loan on De Grey Mining Limited

Date: 18 August 2022

Dear Sirs

Master Confirmation for Securities Loan

The purpose of this letter (the "**Master Confirmation**") is to set forth the terms and conditions of the above-referenced securities lending transactions entered into between you and Credit Suisse on each Trade Date specified below (each such transaction, a "**Loan**").

This Master Confirmation supplements, forms a part of and is subject to the Australian Master Securities Lending Agreement dated as of 18 August 2022 as amended and supplemented from time to time, between you and Credit Suisse including the supplemental terms and conditions contained in the schedules thereto (the "**Agreement**").

The confirmation applicable to each Loan, which shall constitute a "confirmation" for the purposes of the Agreement, shall consist of this Master Confirmation as supplemented by the trade details applicable to such Loan and set forth in a transaction supplement (each, a "**Transaction Supplement**"). A Transaction Supplement shall be in writing and may be delivered to you by Credit Suisse via email.

All provisions contained in, or incorporated by reference to, the Agreement shall govern this Master Confirmation and each Transaction Supplement except as expressly modified below. Notwithstanding anything to the contrary, in the event of any inconsistency between the provisions of the Agreement, this Master Confirmation and a Transaction Supplement, this Master Confirmation, as supplemented by the related Transaction Supplement, will govern for the purposes of each relevant Loan. In this Master Confirmation and each Transaction Supplement, defined words and expressions shall have the same meaning as in the Agreement unless otherwise defined in this Master Confirmation, in which case for the avoidance of doubt, terms used in this Master Confirmation shall take precedence over terms used in the Agreement.

Notwithstanding anything contained in paragraph 3 of the Agreement, this Master Confirmation, as supplemented by each relevant Transaction Supplement, shall record the terms of each relevant Loan confirmed hereunder and shall supersede and prevail over any previous agreement or understanding with respect to each such Loan, whether oral, electronic or otherwise in writing.

Lender agrees that, if Borrower determines in its sole discretion that (a) the Hedging Party (as defined in the Derivative Confirmation) would incur a rate to borrow DEG Shares (as defined below) in respect of the Derivative Transaction that is equal to or greater than the Maximum Stock Loan Rate (as defined in the Derivative Confirmation) or (b) there isn't sufficient liquidity for DEG Shares for the Hedging Party to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Derivative Transaction, then upon a request to do so by Borrower at a time while the Derivative Transaction is outstanding, the Lender shall enter into one or more Loans with Borrower in respect of the ordinary shares of De Grey Mining Limited ("**DEG**") (Bloomberg Code: DEG AU; ISIN: AU000000DEG6) ("**DEG Shares**"). Each such Loan shall be entered into automatically on the day of such request by the delivery of a Transaction Supplement from Borrower to Lender with no further action being required by either Party. Lender agrees that it

shall take all steps required by Borrower in order to effect the delivery to Borrower of the relevant number of DEG Shares specified in such Transaction Supplement.

Lender agrees that if it has failed to deliver Loaned Securities when required under the terms of a Loan, it shall pay within one Business Day of a demand from Borrower and hold harmless Borrower with respect to all reasonable losses, costs and expenses incurred in connection with the failure to deliver.

The Parties agree that:

(a) the aggregate number of Loaned Securities under the outstanding Loans from time to time shall not exceed the Maximum Number of Securities. For this purpose, the "**Maximum Number of Securities**" means, at any time, a number of Securities that is the lesser of (i) equal to the Total Number of Shares (as defined in the Derivative Confirmation) and (ii) (x) the number of shares that would result in Credit Suisse and its Affiliates having a relevant interest in DEG Shares of more than 7% minus (y) one; and

(b) the Borrower shall have no right to (i) request to borrow or (ii) borrow any Share to the extent that the existence of such right in respect of that Share would be inconsistent with paragraph (a) above.

General Terms

Lender:	You
Borrower:	Credit Suisse
Calculation Agent:	Credit Suisse
Loaned Securities:	DEG Shares
Purpose:	Loaned Securities shall only be borrowed by the Borrower from the Lender in connection with the Hedging Activities (as defined under the Derivative Confirmation).
Trade Date:	The date of the related Transaction Supplement
Settlement Date:	The "Settlement Date" as set out in the related Transaction Supplement
Scheduled Termination Date:	In relation to any Loan, the date that Credit Suisse determines, acting in good faith and a commercially reasonable manner, that no amount is or may become payable pursuant to the Derivatives Confirmation
Quantity:	The "Quantity" as set out in the related Transaction Supplement and in any event the Quantity shall be no greater than that amount which is required in connection with any Hedging Activities (as defined under the Derivative Confirmation), as determined by Credit Suisse in good faith and commercially reasonable manner.
Account Details:	As notified by the Borrower from time to time
Lender's Securities Account Details:	As notified by the Lender from time to time
Lender's Cash Account Details:	As notified by the Lender from time to time

Additional Provisions

The Agreement is hereby amended in respect of each Loan as follows:

1. Term of each Loan:

Without prejudice to clause 29 (Termination) as set out in Schedule 3 to the Agreement, the term of each relevant Loan shall commence on the related Settlement Date and terminates on, the date which is the earliest to occur of:

(a) the Scheduled Termination Date;
(b) the date determined in accordance with the Agreement following the occurrence of an Event of Default; and
(c) the date, as determined in accordance with clause 32 (Set Off of Net Termination Amounts) to the Agreement, following the occurrence of a Close-Out Event.

Notwithstanding any provision to above, the Borrower:

(A) may in its sole discretion terminate all or a portion of any Loan at such earlier date as it determines; and

(B) shall, on the Business Day following the payment of any Total OET Unwind Cost (as defined in the Derivative Confirmation), terminate a portion of all Loans in connection with the relevant OET Unwind (as defined in the Derivative Confirmation) in an amount as determined by Party A in a commercially reasonable manner,

provided that nothing in this provision shall prejudice the Borrower's right to request for further Loans in accordance with the terms of this Master Confirmation and subject to paragraphs (a) to (c) (inclusive) above not having occurred.

This Master Confirmation and any non-contractual obligations arising in relation to the Master Confirmation are governed by, and shall be construed in accordance with, the law in force in New South Wales, Australia.

Please signify your agreement to the above terms and conditions by signing and dating the attached copy of this Master Confirmation and returning it to Credit Suisse.

SIGNED for and on behalf of

CREDIT SUISSE AG, SINGAPORE BRANCH:

.....	.....
Name: David Leung	Name: Liu Feng-Hao
Title: Managing Director	Title: Vice President
Date:	Date: General Counsel Division

Executed for and on behalf of **RENAISSANCE RESOURCES PTY LTD ACN 661 053 283** in accordance with section 127 Corporations Act 2001 (Cth):

D. G

.....

Name: **DUNCAN GIBBS**
Title: DIRECTOR
Date: 18/08/2022

.....

Name: HAYDEN BARTROP
Title: DIRECTOR
Date: 18/08/2022

EXECUTION VERSION

SPECIFIC SECURITY DEED

Dated 18 August 2022

Between

RENAISSANCE RESOURCES PTY LTD

(as Grantor)

and

CREDIT SUISSE AG, SINGAPORE BRANCH

(as Secured Party)

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 18 August 2022 and is made

BETWEEN:

(1) **RENAISSANCE RESOURCES PTY LTD ACN 661 053 283** of Level 2, 26 Colin Street, West Perth WA 6005, Australia (the **Grantor**); and

(2) **CREDIT SUISSE AG, SINGAPORE BRANCH**, a foreign company incorporated in Switzerland with limited liability, registered in Singapore with registered number S73FC2261L and registered office at 1 Raffles Link #03-01, Singapore ARBN 061 700 712 (the **Secured Party**).

BACKGROUND:

(A) The Grantor enters into this deed in connection with the Secured Document.

(B) The Grantor has agreed to grant a security interest over the Secured Property to secure the payment of the Secured Money.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this deed:

Account means any money from time to time deposited by the Grantor with the Custodian or otherwise held by the Custodian for the Grantor in accordance with the Custody Agreement, any account or investment in which such money may from time to time be held (including each "Cash Account" as defined in the Custody Agreement and any other trust account of the Custodian), and any amounts standing to the credit of such account or investment, and the debt represented by it, including all interest accruing on that credit balance.

Account Control Deed means the tripartite deed dated on or about the date of this deed between the Custodian, the Secured Party, and the Grantor.

Additional Rights means the Grantor's title, rights and interest (whether present or future):

(a) in any dividend, dividend reinvestment scheme, bonus issue, rights issue, allotment, offer, benefit, privilege, note, stock, debenture, distribution or right to take up Marketable Securities in another corporation, trust or other entity; or

(b) in any rights or Marketable Security resulting from the conversion, consolidation, subdivision, redemption, cancellation, reclassification or forfeiture of any Shares;

(c) any in specie distribution in respect of any Shares;

(d) any proceeds of, or from the disposal of or other dealing with, any Shares;

(e) resulting from any conversion, redemption, cancellation, reclassification, forfeiture, consolidation or subdivision; or

(f) resulting from any reduction of capital, buy back, liquidation or scheme of arrangement,

in each case in connection with the Secured Property.

Additional Security means any Marketable Security, other than a Share or an Additional Right, that the Grantor and the Secured Party agree in writing at any time is to be subject to this deed.

AMSLA means the Australian Master Securities Lending Agreement dated on or about the date of this deed between the Grantor and Secured Party and includes any Master Confirmation (as defined in that agreement);

Attorney means an attorney appointed under this deed.

Collar Confirmation means the trade confirmation of an equity collar transaction dated on or about the date of this deed between the Grantor and the Secured Party.

Collateral Security means any Security Interest, Guarantee or other agreement entered into by any person as security for the payment of any of the Secured Money.

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

Custodian means Credit Suisse Equities (Australia) Limited ABN 35 068 232 708.

Custody Agreement means the custody deed dated 28 July 2022 between the Grantor and the Custodian.

Distribution means any dividend, distribution or other amount whether of an income or capital nature declared or paid on any Marketable Security.

Event of Default means an "Event of Default" as defined in the Principal Agreement and any other event of default (however described) under, or as defined in, any Secured Document.

Guarantee means any guarantee, indemnity, letter of credit, letter of comfort or other obligation to be responsible for, or provide funding for, any debt or monetary obligation of another person, or the assumption of any responsibility for the solvency or financial condition of another person.

Issuer means De Grey Mining Ltd ACN 094 206 292.

Marketable Securities means:

(a) marketable securities (as defined in section 9 of the Corporations Act);

(b) an Investment Instrument;

(c) an Intermediated Security;

(d) a unit or other interest in a trust or partnership;

(e) any right or option in respect of or in connection with any of the foregoing, regardless of whether it has been issued; and

(f) any instrument or security which is a combination of the above.

Notice of Security means a notice to the Issuer which:

(a) notifies the Issuer of the Secured Party's interest in the Marketable Securities;

(b) directs the Issuer:

(i) to note the interest of the Secured Party in the records of the Issuer;

(ii) following an Event of Default which is continuing and notice of the same from the Secured Party, not to replace, transfer, redeem or otherwise act on any instruction or direction of the Grantor in respect of any of the Marketable Securities without prior written consent from the Secured Party;

(iii) following an Event of Default which is continuing and notice of the same from the Secured Party, to act on any instruction or direction given to it by the Secured Party in respect of the Marketable Securities to the exclusion of the Grantor;

(iv) to sign and return a copy of the notice to acknowledge receipt and acceptance of its terms,

and is otherwise in form and substance acceptable to the Secured Party.

Party means a party to this deed.

Power means any right, power, authority, discretion or remedy which the Secured Party, or any Receiver or Attorney has under this deed, any other Secured Document or under any applicable law.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Principal Agreement means:

(a) the Agreement (as defined in the Collar Confirmation), including:

(i) the ISDA Master;

(ii) the Collar Confirmation; and

(iii) any other document which forms part of or is incorporated in the Agreement (as defined in the Collar Confirmation) or ISDA Master pursuant to the terms of the Agreement (as defined in the Collar Confirmation) and, where the context permits, includes the Transaction; and

(b) any other document which the Grantor and the Secured Party designate in writing as being or forming part of the Principal Agreement for the purposes of this deed.

Receiver means a receiver or receiver and manager, in each case, appointed under this deed.

Registration Data means data relating to a registration of a Financing Statement under the PPSA with respect to the Security.

Secured Document means:

(a) the Principal Agreement;

(b) each Collateral Security;

(c) this deed;

(d) each other Transaction Document; and

(e) each other document designated as such in writing for the purposes of this deed by the Secured Party and the Grantor; and

(f) any document or agreement entered into or given under any of the above.

Secured Money means all money which the Grantor is or at any time may become actually or contingently liable to pay to or for the account of the Secured Party (whether alone or not) for any reason whatever under or in connection with a Secured Document (as amended, novated, supplemented, extended, replaced or restated) whether or not currently contemplated.

It includes money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated or unliquidated damages under or in connection with a Secured Document, or as a result of a breach of or default under or in connection with a Secured Document.

Where the Grantor would have been liable but for its deregistration, or a compromise, deed of arrangement, amalgamation, administration, reconstruction, winding up, dissolution, assignment for the benefit of creditors, arrangement or compromise with creditors or bankruptcy or a set-off claimed by it, it will be taken still to be liable.

Secured Property means all of the following present and after-acquired property of the Grantor:

(a) the Account;

(b) rights and interests and all entitlements (including damages), dividends, proceeds, rights and other benefits payable, accruing or arising at any time to or in favour of the Grantor in respect of each Secured Share; and

(c) all rights, interests remedies, powers, privileges, entitlements accruing or arising at any time to or in favour of the Grantor under or in connection with:

    (i) the Custody Agreement; and

    (ii) the Account Control Deed; and

(d) any and all proceeds of any dealing with any of the above.

Secured Shares means:

(a) each Share;

(b) each Additional Right; and

(c) each Additional Security.

Security means each Security Interest over the Secured Property created under this deed.

Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any "security interest" as defined in sections 12(1) or (2) of the PPSA.

Security Period means the period beginning on the date of this deed and ending on the date on which all the Secured Money has been unconditionally and irrevocably paid and discharged in full and it is not reasonably foreseeable that any Secured Money could be owing in the future.

Shares means, without double-counting:

(a) all ordinary shares in the capital of the Issuer at any time held by the Custodian (which are held by the Custodian in connection with the Collar Confirmation) on behalf of the Grantor in accordance with the Custody Agreement, in an amount equal to the Total Number of Shares less the amount of any such ordinary shares in the capital of the Issuer that have been lent to the Secured Party pursuant to, and in accordance with, the AMSLA; and

(b) any ordinary shares in the capital of the Issuer held by the Custodian on behalf of the Grantor in accordance with the Custody Agreement which would be "Shares" under paragraph (a) above but for a breach by the Grantor of Clause 4.1 (Restricted dealings).

Title Document means any document of title, whether an original, duplicate or counterpart. It includes a share certificate, a unit certificate, a real property certificate of title, a contract note or marked transfer.

1.2 Construction

(a) Capitalised terms defined in the Collar Confirmation have, unless expressly defined in this deed, the same meaning in this deed.

(b) Any covenant of the Grantor under this deed remains in force during the Security Period.

(c) If the Secured Party considers that an amount paid to the Secured Party under a Secured Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this deed.

(d) Unless the context otherwise requires, a reference to any Secured Property includes the proceeds of sale of that Secured Property.

(e) In this deed, unless the contrary intention appears, a reference to:

(i) any legislation in any jurisdiction, express or implied, includes:

(A) that legislation as amended, extended or applied by or under any other legislation made before or after execution of this deed;

(B) any legislation which that legislation re-enacts with or without modification; and

(C) any subordinate legislation made before or after execution of this deed under that legislation, including (where applicable) that legislation as amended, extended or applied as described in paragraph (A) above, or

under any legislation which it re-enacts as described in paragraph (B) above;

(ii) **$, A$** or **Australian dollars** is to Australian currency;

(iii) an **amendment** includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous), and **amended** will be construed accordingly;

(iv) **disposal** means a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary and whether in a single transaction or a series of transactions, and **dispose** will be construed accordingly; and

(v) any of the following terms is a reference to that term as defined in the PPSA: **ABN**, **Accession**, **Accounts**, **ADI**, **ADI Account**, **ARBN**, **ARSN**, **Attached**, **Chattel Paper**, **Commingled**, **Control**, **Financing Statement**, **Fixture**, **Goods**, **Intermediary**, **Intermediated Securities**, **Investment Instrument**, **Negotiable Instrument**, **Possession**, **Proceeds**, **Perfected** and **Securities Account**.

(f) Unless the contrary intention appears, a reference to a **month** or **months** is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:

(i) if the numerically corresponding day is not a Business Day, the period will end on the next Business Day in that month (if there is one) or the preceding Business Day (if there is not);

(ii) if there is no numerically corresponding day in that month, that period will end on the last Business Day in that month; and

(iii) notwithstanding paragraph (f)(i) above, a period which commences on the last Business Day of a month will end on the last Business Day in the next month or the calendar month in which it is to end, as appropriate.

(g) In this deed:

(i) singular words include the plural and vice versa;

(ii) a word of any gender includes the corresponding words of any other gender;

(iii) if a word or phrase is defined, other grammatical forms of that word have a corresponding meaning;

(iv) general words must not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;

(v) an agreement, covenant, representation or warranty on the part of, or in favour of, two or more people binds or is for the benefit of those people both jointly

and severally and a reference to a group of people is a reference to each of them individually and any two or more of them collectively; and

(vi) nothing is to be construed adversely to a Party just because that Party put forward this deed or the relevant part of this deed.

2. CREATION OF SECURITY

2.1 Security

(a) The Grantor grants a security interest in the Secured Property to the Secured Party to secure payment of the Secured Money.

(b) This security interest is a transfer by way of security of Secured Property and to the extent any Secured Property is not transferred, this security interest is a charge.

(c) If for any reason it is necessary to determine the nature of this charge, it is a fixed charge.

2.2 Priority

(a) Each Party intends the Security to take priority over all other Security Interests over the Secured Property of the Grantor except for those Security Interests permitted under the Secured Documents to have priority and those Security Interests which are mandatorily preferred by any applicable law.

(b) Nothing in this deed will be construed as an agreement by the Secured Party to subordinate the Security to any other Security Interest or interest Attaching to the Secured Property at any time.

2.3 Disposed property and Proceeds

(a) If any Secured Property is dealt with (whether or not that dealing is authorised by the Secured Party), the Security remains Attached to that Secured Property and is not released or extinguished unless the Secured Party has expressly authorised the release of the Security over that Secured Property.

(b) If any Secured Property gives rise to Proceeds (by being dealt with or otherwise), the Security Attaches to the Proceeds.

2.4 Featherweight Security

(a) To the extent of any inconsistency between this Clause 2.4 and any other provision of this deed, the terms of this Clause 2.4 will prevail.

(b) The following definitions apply in this deed:

(i) **Featherweight Property** means all of the Grantor's present and after-acquired property other than the Secured Property.

(ii) **Featherweight Security** means the Security Interest over the Featherweight Property created under paragraph (d) below.

(iii) **Fixed Amount** means, at any time, the lesser of A$1,000 and the amount of the Secured Money at that time.

(c) In this deed (other than Clauses 6 and 12), a reference to **Secured Property** excludes the Featherweight Property and a reference to **Security** excludes the Featherweight Security.

(d) The Grantor grants a security interest in the Featherweight Property to the Secured Party to secure payment of the Secured Money. This security interest is a charge. If for any reason it is necessary to determine the nature of this charge, it is a floating charge.

(e) The amount recoverable under the Featherweight Security is limited to the Fixed Amount. This does not limit the actual amount of the Secured Money.

(f) The Grantor may, at any time other than while the Featherweight Security is enforceable, do any of the following without the consent of the Secured Party:

(i) create or allow another interest in any Featherweight Property; and

(ii) dispose, or part with possession, of any Featherweight Property.

(g) The Featherweight Security is enforceable if an administrator is appointed to the Grantor pursuant to Part 5.3A of the Corporations Act 2001 (Cth). The Secured Party may only enforce the Featherweight Security in conjunction with the enforcement of the Security by taking one or more of the following actions:

(i) appointing any one or more persons to be a Receiver of all or any part of the Featherweight Property;

(ii) exercising any Power which a Receiver is entitled to exercise under this deed in respect of the Featherweight Property, but no other rights, powers, authorities, discretions or remedies, all of which are expressly excluded; or

(iii) exercising its rights under Clause 12 in respect of the Featherweight Property.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and warranties

(a) The Grantor represents and warrants to the Secured Party that:

(i) it has good title to all of its Secured Property, and has the right to grant the Security over its Secured Property in the manner contemplated by this deed, free of any Security Interest; and

(ii) subject to any necessary stamping and registration requirements, this deed creates the Security Interest which it is expressed to create.

(b) The Grantor acknowledges that:

(i) the representations and warranties provided in this deed:

(A) have been relied upon by the Secured Party in entering into the Secured Documents to which it is a party;

(B) survive the execution and delivery of the Secured Documents and the provision of financial accommodation under these documents;

(ii) it has not entered into this deed or any other Secured Document on any representation, warranty, assurance, undertaking or statement of the Secured Party or of any person on behalf of the Secured Party.

3.2 Representations and warranties – Marketable Securities

The Grantor represents and warrants to the Secured Party that:

(a) no Distribution or any other consideration, rent, profit, amount or other entitlement (whether in the nature of capital or income) in respect of any of the Secured Property has been assigned or encumbered pursuant to a Security Interest; and

(b) other than as notified in writing to the Secured Party from time to time, to the best of the Grantor's knowledge (such qualifier to apply only in respect of any Shares transferred after the Trade Date), each Share is fully paid up and validly issued and each Additional Right and Additional Security will be fully paid up and validly existing when it becomes subject to this deed.

3.3 Representations and warranties – Secured Documents

The Grantor represents and warrants that each of its representations and warranties contained in the Secured Documents is correct and not misleading when made or repeated.

3.4 Times for making representations and warranties

(a) The representations and warranties set out in this deed are made on the date of this deed.

(b) Unless a representation and warranty is expressed to be given on a specific date, each representation and warranty under this deed is deemed to be repeated by the Grantor on each date which is specified under a Secured Document as a day on which representations and warranties are repeated or deemed to be repeated, and if no such date for repetition is specified, on the last date of each calendar month.

(c) When a representation and warranty is repeated, it is repeated by reference to the circumstances existing at the time of repetition.

4. RESTRICTIONS ON DEALING WITH SECURED PROPERTY

4.1 Restricted dealings

The Grantor may not, and may not agree, attempt or take any step to, do any of the following:

(a) create, permit to subsist or agree to any Security Interest over any Secured Property;

(b) sell, transfer, licence, lease, assign, dispose of or otherwise deal with any Secured Property or any interest in it, or allow any interest in it to arise or to be varied;

(c) enter into any margin loan, equity derivative, synthetic derivative, exchangeable or convertible debt, stock loan, repo or other similar equity-related financing, hedging, preference share, monetisation transaction, or financial indebtedness transaction (or any combination of such transactions) in respect of the Secured Property;

(d) enter into any preferential arrangement having a similar effect in respect of the Secured Property; or

(e) attempt to do any thing listed in paragraphs (a) to (d) above in respect of the Secured Property,

in any case without the prior written consent of the Secured Party or as otherwise expressly permitted or required by a Secured Document.

4.2 Cessation of permission to deal with any Secured Property

Despite any other provision of this deed or any other Secured Document, any right which the Grantor has under any Secured Document to deal with specified Secured Property ceases immediately upon the Secured Party notifying the Grantor in writing after the Security has become enforceable that its rights to deal with that specified Secured Property have ceased.

5. UNDERTAKINGS

5.1 Covenant to pay Secured Money

The Grantor must:

(a) promptly pay the Secured Money in accordance with the Secured Documents; and

(b) must ensure that no Event of Default occurs (provided that, without limiting the Powers of the Secured Party under the Secured Documents in relation to any such Event of Default, a breach of this Clause 5.1(b) will not give rise to any liability in damages or any other monetary remedy).

5.2 Dealings in breach of restrictions

(a) The Grantor must promptly notify the Secured Party of a dealing with any Secured Property in breach of Clause 4.1 and must do all things which are necessary that the Secured Party reasonably requests to ensure that the Secured Party has a Perfected Security Interest in that Secured Property (including as against the transferee of that Secured Property) and any Proceeds arising from the dealing.

(b) The Grantor acknowledges that the Secured Party has not authorised any dealing in breach of Clause 4.1 and has not agreed that any dealing in breach of Clause 4.1 extinguishes the Security.

5.3 Registration Data

The Grantor must notify the Secured Party:

(a) (**defects**) promptly upon becoming aware of a defect in any Registration Data;

(b) (**change of details**) without limiting paragraph (a) above, at least 14 days before:

(i) it becomes or ceases to be a partner of a partnership or a trustee of a trust;

(ii) any change to its name or the name of any trust of which it is a trustee; or

(iii) it is allocated or ceases to be allocated any ABN, ARBN or ARSN in respect of itself or any trust of which it is trustee,

or any other change with respect to its details or the details of the Secured Property which would result in a defect in the Registration Data.

5.4 Commingling

Subject to the terms of the Custody Agreement, the Grantor must not permit any Secured Property to be Commingled with any property that is not also Secured Property.

5.5 Account

(a) Any Cash Account (if any, as defined in the Custody Agreement) must be maintained with the Custodian.

(b) The Custodian may only be changed with the prior written consent of the Secured Party. If there is a change of Custodian, the amount (if any) standing to the credit of the Account maintained with the old Custodian will be transferred to the Cash Account maintained with the new Custodian immediately upon the appointment taking effect. The Grantor gives all authorisations and instructions necessary for any such transfer to be made.

(c) The Grantor must take any necessary action which the Secured Party may reasonably require to facilitate a change of Custodian contemplated in paragraph (b) above and any transfer of credit balances.

(d) The Grantor must not withdraw cash or other proceeds from the Account except with the prior written consent of the Secured Party. The Secured Party agrees that the Security over any cash or proceeds withdrawn in accordance with this paragraph will be automatically released.

5.6 Distributions

(a) The Grantor must take all reasonable steps to ensure that all Distributions are paid by or on behalf of the Issuer to the Custodian to be held in the Cash Account. If any Distribution is instead received by or on behalf of the Grantor, the Grantor must ensure that such Distribution is immediately transferred to the Custodian.

(b) The Grantor must give all necessary notices and directions and execute all necessary documents as reasonably requested by the Secured Party to ensure paragraph (a) above is complied with.

5.7 Voting

(a) Unless an Event of Default is subsisting, the Grantor may exercise all voting powers in respect of the Shares and the Marketable Securities forming part of the Secured Property without the need for any consent or direction from the Secured Party.

(b) If an Event of Default is subsisting, the rights of the Grantor under paragraph (a) above immediately cease and the Secured Party, Receiver or Attorney, or any other person acting on their behalf under this deed is entitled to exercise all voting powers in respect of the Secured Property to the exclusion of the Grantor.

5.8 Proxies and authorised representatives

(a) The Grantor must not:

(i) appoint or direct the Custodian to appoint any proxy in respect of the Secured Property without the prior written consent of the Secured Party; or

(ii) appoint or direct the Custodian to appoint any authorised representative under section 250D of the Corporations Act or any attorney in respect of the Secured Property without the prior written consent of the Secured Party,

other than an officer of the Grantor that has agreed to act on the instructions of the Grantor in accordance with paragraph (b) below. The Grantor must immediately terminate or direct the Custodian to terminate any such appointment if an Event of Default is subsisting.

(b) The Grantor must ensure that any proxy, authorised representative or attorney:

(i) complies with any conditions specified by the Secured Party in respect of the appointment of the proxy, authorised representative or attorney; and

(ii) complies with the Secured Documents.

5.9 Marketable Securities

(a) If the Secured Property at any time includes any Marketable Securities, the Grantor must:

(i) subject to paragraph (b)(i) below, exercise all its rights and entitlements arising directly or indirectly at any time from or in relation to the Marketable Securities in a manner which does not prejudice the interests of the Secured Party under the Secured Documents;

(ii) pay all calls and premiums and all other amounts payable in respect of the Marketable Securities as they become due and payable;

(iii) comply with the constituent documents of the entity which issues the Marketable Securities, and not do anything which could entitle any person to a lien over, or which could result in the forfeiture of, the Marketable Securities; and

(iv) provide the Secured Party with Control over the Marketable Securities in the manner reasonably requested by the Secured Party, including by:

(A) providing all Title Documents in respect of any certificated Marketable Securities;

(B) providing a transfer of any certificated Marketable Securities, executed by the Grantor in blank and otherwise in a form satisfactory to the Secured Party;

(C) entering into any tripartite agreement requested by the Secured Party with the Grantor's sponsor or Custodian or Intermediary; and

(D) lodge a Notice of Security executed by the Grantor in respect of any Shares with the Issuer.

(b) After the Security has become enforceable, the Grantor:

(i) must exercise all its rights and entitlements arising directly or indirectly at any time from or in relation to the Marketable Securities in accordance with the instructions of the Secured Party;

(ii) must, if requested by the Secured Party:

(A) procure that all income and returns of capital in respect of the Marketable Securities are paid to or at the direction of the Secured Party;

(B) pay all cash Distributions in relation to the Secured Shares to the Secured Party or as it may direct; and

(C) exercise its voting rights in respect of the Secured Shares as directed by the Secured Party; and

(iii) irrevocably and unconditionally authorises the Secured Party to procure itself or its nominee to be registered as the holder of the Marketable Securities and to:

(A) date and complete any transfers referred to in paragraph (a)(iv)(B) above and lodge those transfers for stamping (if required) and registration accompanied by any applicable Title Documents; and

(B) do all other things necessary to have the Marketable Securities registered in the name of the Secured Party or its nominee (including sending any necessary electronic communications) and, where the Marketable Securities are Intermediated Securities, to have the Securities Account maintained in the name of the Secured Party or its nominee.

5.10 Performance under the Secured Documents

The Grantor must fully and punctually perform its obligations under each Secured Document.

6. FURTHER ASSURANCES

6.1 Further assurances

(a) Whenever the Secured Party, or any Receiver or Attorney requests the Grantor to do anything which is necessary:

(i) to ensure this deed or the Security is fully effective, enforceable and perfected with the contemplated priority;

(ii) for more satisfactorily assuring or securing to the Secured Party the Secured Property in a manner consistent with this deed; or

(iii) for aiding the exercise of any Power in this deed,

the Grantor shall do it promptly at its own cost. This may include obtaining consents, signing documents, getting documents completed and signed and supplying information, delivering documents and evidence of title and executed blank transfers, or otherwise giving Possession or Control with respect to any Secured Property.

(b) If at any time the Grantor fails to duly perform any of its obligations under this deed, any of the Secured Party, its delegates and its sub-delegates may do anything necessary or expedient to make good or to attempt to make good that failure to its satisfaction.

7. ENFORCEMENT

7.1 When the Security Becomes Enforceable

Any time upon the occurrence of:

(a) an Event of Default; or

(b) a written request from the Grantor to the Secured Party that it exercise any of its powers under this deed,

the Security created by or pursuant to this deed is immediately enforceable, without notice to the Grantor or prior authorisation from any court.

7.2 Discretion

After the Security has become enforceable, the Secured Party may in its absolute discretion enforce all or any part of this deed in any manner it sees fit.

7.3 Secured Party may exercise Powers

(a) Whether or not a Receiver is appointed under this deed, the Secured Party may, after the Security has become enforceable, exercise any Power of the Receiver in addition to any Power of the Secured Party. It may do so without giving notice to any person except as required by law or by the express terms of a Secured Document.

(b) The exercise of any Power by the Secured Party, Receiver or Attorney does not cause or deem the Secured Party, Receiver or Attorney to be a mortgagee in possession.

7.4 Set-off

After the Security has become enforceable, the Secured Party may apply any credit balance in the Account towards satisfaction of any of the Secured Money.

7.5 Exclusion of PPSA provisions

(a) To the extent the law permits:

(i) for the purposes of sections 115(1) and 115(7) of the PPSA:

(A) the Secured Party need not comply with section 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and

(B) sections 142 and 143 are excluded;

(ii) for the purposes of section 115(7) of the PPSA, the Secured Party need not comply with sections 132 and 137(3);

(iii) if the PPSA is amended after the date of this deed to permit the Grantor and the Secured Party or any Receiver to agree to not comply with or to exclude other provisions of the PPSA, the Secured Party or any Receiver may notify

the Grantor that any of these provisions is excluded, or that the Secured Party or any Receiver need not comply with any of those provisions, as notified to the Grantor by the Secured Party or any Receiver; and

(iv) the Grantor agrees not to exercise its rights to make any request of the Secured Party under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section.

(b) If the Secured Party exercises a Power in connection with this deed, that exercise is taken not to be an exercise of a Power under the PPSA unless the Secured Party states otherwise at the time of exercise. However, this Clause does not apply to a right, power or remedy which can only be exercised under the PPSA.

(c) No Party will disclose any information of the kind referred to in section 275(1) of the PPSA pursuant to a request under that section.

7.6 No notice required unless mandatory

(a) To the extent the law permits, the Grantor waives:

(i) its rights to receive any notice that is required by:

(A) any provision of the PPSA (including a notice of verification statement); or

(B) any other law before the Secured Party or a Receiver exercises a Power; and

(ii) any time period that must otherwise lapse under any law before the Secured Party or a Receiver exercises a Power.

(b) If the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).

(c) However, nothing in this Clause prohibits the Secured Party or any Receiver from giving a notice under the PPSA or any other law.

8. RECEIVER

8.1 Appointment

(a) The Secured Party may appoint any one or more persons to be a Receiver of all or any part of the Secured Property if:

(i) the Security has become enforceable; or

(ii) the Grantor so requests the Secured Party in writing at any time.

(b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under hand.

8.2 Removal

The Secured Party may, on written notice, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

8.3 Remuneration

The Secured Party may fix the remuneration of any Receiver and direct payment of that remuneration and any costs, charges and expenses of the Receiver out of the proceeds of any realisation of the Secured Property.

8.4 Agent of the Grantor

(a) A Receiver will be deemed to be the agent of the Grantor for all purposes and to the extent permitted under law. The Grantor is responsible for the contracts, remuneration, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities properly incurred by a Receiver.

(b) The Secured Property will not incur any liability (either to the Grantor or to any other person) by reason of the appointment of a Receiver or the exercise of any Power by a Receiver.

(c) A Receiver may still be appointed even if it is in circumstances where there has been an order made or resolution passed for the winding-up of the Grantor, and a Receiver appointed in such circumstances may not, or may not in some respects, act as the agent of the Grantor.

9. POWERS OF RECEIVER

9.1 General

(a) A Receiver has all of the rights, powers and discretions set out below in this Clause 9.1 in addition to those conferred on it by any applicable law and, except to the extent specifically excluded by this deed, a Receiver may do anything in respect of the Secured Property that an absolute beneficial legal owner of the property is permitted to do under law.

(b) A Receiver may:

(i) enter into and execute documents or agreements on its own behalf or on behalf of the Grantor in relation to the Secured Property, which includes use of the Grantor's common seal and signing, accepting and endorsing cheques, promissory notes and bills of exchange;

(ii) appoint and discharge managers, officers, agents, accountants, employees, contractors, workmen, auctioneers and others for the purposes of this deed and discharge any person appointed by the Grantor;

(iii) raise and borrow money either unsecured or on the security of any Secured Property either in priority to the Security or otherwise;

(iv) sell, exchange, convert into money and realise any Secured Property by public auction, tender or private contract. The consideration for any such transaction

may consist of cash, debentures or other obligations, shares, stock or other valuable consideration, and any such consideration may be payable in a lump sum or by instalments spread over a period or by deferred payment of consideration, in whole or in part, with or without interest or security over any period;

(v) surrender or transfer Secured Property to any person or exchange it for other property with any person;

(vi) acquire in the name, or on behalf, of the Grantor any interest in any assets, which on acquisition forms part of the Secured Property;

(vii) obtain the benefit of, perform or enforce, or exercise or refrain from exercising, the Grantor's rights and powers under, or vary, rescind or terminate, any documents or agreements or rights which form part of the Secured Property and any documents or agreements entered into in exercise of any Power;

(viii) settle, adjust, refer to arbitration, compromise and arrange any claim, action, proceeding, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Grantor or relating in any way to any Secured Property;

(ix) bring, prosecute, conduct, enforce, defend and abandon any action, suit or proceedings and to submit to arbitration, mediation or conciliation, in the name of the Grantor or otherwise and on any terms, any proceeding, claim, question, or dispute in relation to any Secured Property;

(x) give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Secured Property;

(xi) delegate its powers in accordance with this deed;

(xii) do anything to manage or obtain income or revenue from any of the Secured Property, including operating any bank account which forms part of the Secured Property or opening and operating a new bank account;

(xiii) grant or take put or call options in relation to the Secured Property;

(xiv) initiate proceedings to make debtors bankrupt, wind up companies and do anything in relation to any actual or contemplated liquidation, including the attendance and voting at creditors' meetings and appointing proxies for those meetings; and

(xv) pay any outgoings or indebtedness of the Grantor or any other person in relation to the Secured Property.

(c) A Receiver may:

(i) do all other acts and things which it may consider desirable or necessary for realising any Secured Property or incidental or conducive to any of the rights, powers or discretions conferred on it under or by virtue of this deed or law;

(ii) exercise, in relation to any Secured Property, all the powers, authorities and things which it would be capable of exercising as if it were the absolute beneficial owner of that Secured Property; and

(iii) use the name of the Grantor for any of the above purposes.

9.2 Termination of receivership and possession

At any time, the Secured Party may terminate the appointment of a Receiver. The Secured Party may, at any time, give up or re-take possession of any of the Secured Property.

10. APPLICATION OF PROCEEDS

10.1 Order

(a) Any time after the Security is enforceable, all money received by the Secured Party, Receiver, Attorney, or any other person acting on their behalf under this deed or any Collateral Security, may be appropriated and applied towards any amount which is due for payment by the Grantor in relation to the Transaction Documents and, in any order that the Secured Party, Receiver, Attorney or that other person determines in its absolute discretion, to the extent not prohibited by law.

(b) If no determination is made under paragraph (a) above, the money must be applied in the following manner and order:

(i) first, to any Receiver for its costs and expenses, liabilities and remuneration in connection with exercising, enforcing or preserving rights (or considering doing so) in connection with the Secured Documents;

(ii) second, in payment to the Secured Party of the balance of the Secured Money then owing or contingently owing, whether or not due and payable;

(iii) third, to each holder of a Security Interest of which the Secured Party has actual knowledge and which is due and payable in accordance with its terms, in order of priority; and

(iv) fourth, any surplus (which will not bear interest) to or at the direction of the Grantor.

10.2 Money actually received

In applying any money towards satisfaction of the Secured Money, the Grantor will be credited only with as much of the money which is available for that purpose and which is actually received by the Secured Party, Receiver or Attorney and which is not required to be disgorged.

10.3 Contingent amounts due

(a) If at the time of a distribution of any money under Clause 10.1, any part of the Secured Money is contingently owing to the Secured Party, the Secured Party, Receiver or Attorney may retain an amount equal to the amount contingently owing.

(b) If an amount is retained under paragraph (a) above, it must be placed on deposit until the amount contingently owing becomes actually due and payable, at which time:

(i) the amount which has become actually due to the Secured Party must be paid to the Secured Party; and

(ii) the balance of the amount retained, together with any interest on the amount contingently owing, must be applied in accordance with Clause 10.1.

10.4 Subsequent Security Interests

(a) If any subsequent Security Interest or other interest affects any Secured Property, the Secured Party may open a new account with the Grantor.

(b) If the Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of the relevant Security Interest.

(c) From the date on which that new account is opened or regarded as opened:

(i) all payments made by the Grantor to the Secured Party; and

(ii) all financial accommodation and advances by the Secured Party to the Grantor,

are or are regarded as credited and debited to the new account.

(d) Payments by the Grantor under paragraph (c) above must be applied:

(i) to reduce any debit balance in the new account; and

(ii) if there is no debit balance in the new account, to reduce the Secured Money which has not been debited or regarded as debited to the new account.

10.5 Certification of indebtedness

A certificate signed by or on behalf of the Secured Party which sets out:

(a) the amount of the Secured Money due and payable; or

(b) the amount of the Secured Money, whether currently due and payable or not,

is sufficient evidence of that amount unless the contrary is proved.

11. DELEGATION

(a) The Secured Party or any Receiver may delegate by power of attorney or in any other manner to any person any Power exercisable by it under this deed.

(b) A delegation under paragraph (a) above may be made upon any terms which the Secured Party or any Receiver determines.

(c) Neither the Secured Party nor any Receiver will be in any way liable or responsible to the Grantor for any liability which arises because of any act, default, omission or misconduct on the part of any delegate or sub-delegate.

12. POWER OF ATTORNEY

(a) The Grantor irrevocably and severally appoints the Secured Party, any Receiver and any of their respective delegates and sub-delegates to be its Attorney to:

(i) do anything which the Grantor is required to do but has failed to do under this deed and each other Secured Document;

(ii) do anything necessary to sell or otherwise dispose of any Secured Property in accordance with this deed;

(iii) do anything necessary to give effect to any Power; and

(iv) exercise any power, right or discretion of the Grantor under any Secured Document or any agreement which forms part of the Secured Property.

(b) The Grantor ratifies and confirms whatever any Attorney does or purports to do following its appointment under this Clause 12.

(c) The appointment under this Clause 12 takes effect immediately but is only enforceable after the Security has become enforceable.

13. PROTECTION OF THIRD PARTIES

(a) No person dealing with the Secured Party, or any Receiver or Attorney is obliged to enquire:

(i) whether an Event of Default has occurred or is continuing;

(ii) whether the Security is enforceable;

(iii) whether the Receiver or Attorney is properly appointed;

(iv) whether any Power is exercisable or is being properly exercised; or

(v) how any money paid to the Secured Party, or any Receiver or Attorney is to be applied.

(b) No person dealing with the Secured Party, Receiver or Attorney is affected by any actual or constructive notice that the exercise of any Power was unnecessary or improper.

14. PROTECTION OF SECURED PARTY, RECEIVERS AND ATTORNEYS

Each of the Secured Party, any Receiver and any Attorney is not liable for any loss or damage, including consequential loss or damage, arising directly or indirectly from:

(a) any omission or delay in the exercise or non-exercise of any Power; or

(b) the neglect, default or dishonesty of any manager, officer, employee, agent, accountant, auctioneer or solicitor of the Grantor, the Secured Party or any Receiver or Attorney,

except to the extent the loss or damage arises from the wilful default, fraud or gross negligence on its part.

15. EXPENSES AND INDEMNITY

The Grantor must:

(a) immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this deed by any Receiver, Attorney, manager, agent or other person appointed by the Secured Party under this deed, including any arising from any actual or alleged breach by any person of any law or regulation; and

(b) keep each Receiver, Attorney, manager, agent or other person appointed by the Secured Party under this deed indemnified against any failure or delay in paying those costs or expenses.

16. SAVING PROVISIONS

16.1 Remedies cumulative

The Powers provided to the Secured Party and any Receiver or Attorney are in addition to, and do not exclude or limit, any right, power or remedy provided by law.

16.2 Other Collateral Security

No Power and nothing in this deed merges into, or in any other way prejudicially affects or is prejudicially affected by any other Collateral Security or any judgment, right or remedy against any person, which the Secured Party or any person claiming through the Secured Party may have at any time.

16.3 Continuing Security

The Security remains a continuing security regardless of any intermediate payment or discharge of the Secured Money in whole or in part, or any other thing until the Secured Party provides a notice of final release to the Grantor in respect of the Security.

16.4 Conflicts of interest

To the extent permitted by law, any Power may be exercised by the Secured Party or a Receiver, even if such exercise gives rise to a conflict of interest or duty.

16.5 Payment avoidance

(a) If a payment by the Grantor (or any other person on account of an amount owing by the Grantor) to the Secured Party is avoided for any reason, including any legal limitation, and whether or not:

(i) any transaction relating to the Secured Money was wholly or partially illegal or void; or

(ii) anything was, or ought to have been, within the knowledge of the Secured Party,

then the Grantor separately indemnifies the Secured Party against that avoided payment.

(b) The liability of the Grantor and the rights of the Secured Party under this deed will be the same as if the avoided payment had not been made and is reinstated as if the relevant payment had not occurred.

16.6 Suspense accounts

(a) The Secured Party may apply amounts received under this deed and any other amounts received from the Grantor or any other person in connection with the Secured Money to the credit of a suspense account.

(b) Amounts may be retained in the suspense account for as long as the Secured Party determines. The Secured Party is not obliged to apply those amounts towards satisfaction of the Secured Money.

16.7 No preconditions to enforceability

(a) The Secured Party is not required to marshal, enforce or have recourse to any Collateral Security, any other right or remedy or any other property before enforcing the Security.

(b) The Security is enforceable and may be enforced whether or not the Secured Party has given notice to or made demand on any person other than the Grantor. It is enforceable whether or not the Secured Money is due and payable and whether or not any event listed in Clause 18.10 has occurred.

16.8 No competition

Until the Secured Money has been fully paid, the Grantor will not, for any reason:

(a) be subrogated to any rights, security or moneys held, received or receivable by the Secured Party (or any trustee or agent on its behalf);

(b) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Grantor's liability under this Clause 16.8; or

(c) raise any defence or counterclaim in reduction of its obligation under the Secured Documents.

The Grantor must hold in trust for and immediately pay or transfer to the Secured Party any payment or distribution or benefit of security received by it contrary to this Clause 16.8.

17. NOTICES

17.1 Language

Any notice given in connection with this deed must be in English.

17.2 In writing

(a) Any communication in connection with this deed must be in writing and unless otherwise stated, may be given:

(i) in person or by post; or

(ii) by email or to the extent agreed by the Parties making and receiving communication, by electronic communication.

(b) For the purpose of this deed, an electronic communication will be treated as being in writing.

(c) Unless it is agreed to the contrary, any consent, notice or agreement required under this deed must be given in writing.

17.3 Contact details

(a) The contact details of each Party for all communications in connection with this deed are as follows:

for the Secured Party: To be separately advised by the Secured Party.

for the Grantor: To be separately advised by the Grantor.

(b) Any Party may change its contact details by giving five Business Days' notice to the other Parties.

17.4 Effectiveness

(a) Except as provided below, any communication in connection with a Secured Document will be deemed to be given as follows:

(i) if delivered in person, at the time of delivery;

(ii) if posted, five Business Days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and

(iii) if by email or any other electronic communication, when received in legible form.

(b) A communication given under paragraph (a) above but received on a day which is not a Business Day or after 6:00pm Sydney, Australia time will only be deemed to be given on the next Business Day.

18. GENERAL

18.1 Assignment

(a) The Grantor may not assign any of its rights or transfer any of its rights or obligations under this deed other than under the terms of the Transaction Documents unless the Grantor first obtains the written consent of the Secured Party.

(b) The Secured Party may assign any of its rights and transfer any of its obligations under this deed without the consent of the Grantor provided the assignment is accordance with the terms of the Transaction Documents. The Secured Party shall be entitled to disclose such information concerning the Grantor and this deed as the Secured Party considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

18.2 Binding on each signatory

This deed binds and is enforceable against the Grantor, despite:

(a) any other person not executing this deed or its execution being defective in any way; or

(b) any obligation or liability of any other Party under this deed not being binding or enforceable against that Party for any reason.

18.3 Consents

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

(b) Any consent given by the Secured Party in connection with this deed may be conditional. The Grantor must comply with any conditions imposed by the Secured Party in respect of such consent.

18.4 Counterparts

This deed may be executed in counterparts which taken together constitute one and the same agreement, and any Party may enter into this deed by executing a counterpart.

18.5 Electronic execution

(a) Each Party unconditionally and irrevocably acknowledges and agrees that:

(i) it consents to the formation and execution of this deed and any amendments or variations to it by way of electronic signature and to any method used by the Parties to identify the signatories to this deed;

(ii) it will be bound by the terms of this deed if it is executed by the other party to it using electronic signature; and

(iii) if it executes this deed using electronic signature, it intends to be legally bound by its terms, and the other party to this deed can rely on its execution, with the same effect as if the deed had been signed in wet ink.

(b) In this Clause 18.5, electronic signature includes 'electronic communication' (as defined in the Corporations Act) and any other method of electronic signature permitted by applicable law (including insertion of the signer's name or digitised signature by electronic means including by use of a digital signing platform or signing on an electronic device).

18.6 Exercise and waiver of rights

The rights of the Secured Party under this deed:

(a) may be exercised as often as necessary;

(b) are cumulative and not exclusive of its rights under the general law; and

(c) may be waived only in writing and specifically,

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

18.7 Indemnities

(a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion, expiration or release of this deed.

(b) It is not necessary for the Secured Party to incur any expense or to make any payment before enforcing a right of indemnity conferred by this deed.

18.8 Moratorium legislation

To the fullest extent permitted by law, all laws which at any time operate directly or indirectly to lessen, stay, reduce or otherwise affect in favour of the Grantor any obligation under this deed, or to delay or otherwise prevent or prejudicially affect the exercise by the Secured Party of any Power, are expressly waived.

18.9 Prohibition and enforceability

If a term of this deed is illegal, invalid or unenforceable in any respect under any jurisdiction, that will not affect:

(a) the legality, validity or enforceability in that jurisdiction of any other term of this deed; or

(b) the legality, validity or enforceability in other jurisdictions of that or any other term of this deed.

18.10 Waiver of defences

The provisions of this deed and the obligations of the Parties are not affected by any act, omission, matter or thing which, but for this Clause 18.10, might have that effect, including:

(a) any time, waiver, postponement or other concession granted to, or composition or arrangement with, any person;

(b) any full, partial or conditional release or discharge of any person by operation of law or under the terms of any composition or arrangement with any creditor of any person;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person under the Secured Documents or otherwise;

(d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;

(f) any variation, novation, amendment or replacement (however fundamental and whether or not such variation, novation, amendment or replacement imposes any additional liability or disadvantages any person) of any Secured Document or any other document or security (in each case other than this deed);

(g) any unenforceability, illegality, invalidity, non-provability or frustration of any obligation of any person under any Secured Document or any other document or security;

(h) any set-off, combination of accounts or counterclaim;

(i) any insolvency, liquidation, dissolution or similar proceedings or anything resulting from such proceedings which affects any obligation of any person;

(j) any determination, rescission, repudiation or termination of any Secured Document or any obligations under any Secured Document or any other document or security by any person (or the acceptance of any of those actions by any person);

(k) the release or substitution of any property the subject of any Collateral Security;

(l) the failure to obtain any Security Interest or the loss or impairment of any Security Interest by operation of law or otherwise, whether or not the same is in breach of an express or implied condition to obtain or preserve that Security Interest or is in breach of any equitable duty which might otherwise have been imposed on the Secured Party;

(m) the transfer, assignment or novation by the Secured Party or any other person of all or any of its rights or obligations under any Secured Document;

(n) any failure by the Secured Party to disclose to any person any material or unusual fact, circumstance, event or thing known to, or which ought to have been known by, the Secured Party relating to or affecting any person at any time before or during the currency of any Secured Document, whether prejudicial or not to the rights and liabilities of any person and whether or not the Secured Party was under an obligation or duty to disclose that fact, circumstance, event or thing to any person; and

(o) any person, whether named as a party or not, not executing any Secured Document or the execution of any Secured Document by any person being invalid, forged or irregular in any way.

18.11 Waiver of immunity

The Grantor irrevocably and unconditionally:

(a) agrees not to claim any immunity from proceedings brought by the Secured Party against it in relation to this deed and to ensure that no such claim is made on its behalf;

(b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings; and

(c) waives all rights of immunity in respect of it or its assets.

19. RELEASE

(a) Except as otherwise specified in a Secured Document, the Security may only be discharged by an express release signed by the Secured Party.

(b) At the end of the Security Period, the Secured Party must, at the request and cost of the Grantor, take whatever action is necessary to release the Secured Property from the

Security (including but not limited to transferring the Secured Shares back to the Grantor).

20. GOVERNING LAW AND JURISDICTION

20.1 Governing law

(a) This deed is governed by the law applying in New South Wales.

(b) The law of the Commonwealth of Australia as it applies in the jurisdiction specified in paragraph (a) above governs each security interest (as defined in the PPSA) arising under this deed to the extent it is able to do so under section 237 of the PPSA.

20.2 Jurisdiction

(a) The Grantor irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts with respect to any proceedings that may at any time be brought in relation to this deed.

(b) The Grantor irrevocably waives any objection it may now or in the future have to the venue of any proceedings and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within paragraph (a) above.

SIGNATORIES

EXECUTED as a **DEED** by:

Grantor

EXECUTED AS A DEED by	)
RENAISSANCE RESOURCES PTY LTD	)
in accordance with section 127 of the	)
Corporations Act 2001 (Cth):	)

D. K	
Signature of director	Signature of director/company secretary
DUNCAN GIBBS	HAYDEN BARTROP
Name of director	Name of director/company secretary

Secured Party

SIGNED, SEALED AND DELIVERED for)
CREDIT SUISSE AG, SINGAPORE)
BRANCH by its authorised ~~signatory~~ signatories in the)
presence of:)

Witness signature

Madeline Chan
Personal Assistant
General Counsel Division

Name of witness

Signature of authorised ~~signatory~~ signatories

David Leung
Managing Director

Liu Feng-Hao
Vice President
General Counsel Division

Print name and title of authorised ~~signatory~~ signatories

Custody Deed

Credit Suisse Equities (Australia) Limited

Renaissance Resources Pty Ltd

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Date: 28 July 2022

Parties

1 **Renaissance Resources Pty Ltd (Client)**

2 **Credit Suisse Equities (Australia) Limited** (ABN 35 068 232 708) (AFSL No.237237) of Level 31, Gateway, 1 Macquarie Place, Sydney NSW 2000 **(Custodian)**

Background

The Client has requested that the Custodian provide, and the Custodian has agreed to provide, custodian services to the Client in relation to its Assets on the terms and conditions of this deed.

The parties agree

1 Definitions and interpretation

1.1 Definitions

In this deed the following words and phrases have the meanings as set out below unless a contrary intention appears:

ADI means an Authorised Deposit Taking Institution as defined in the *Banking Act 1959* (Cth).

ASIC means the Australian Securities and Investments Commission.

Assets means the assets of the Client which are accepted by the Custodian to hold on behalf of the Client in accordance with the terms of this deed.

Authorised Signatory means, in respect of the Client, a person appointed by the Client and specified in Schedule 1 (as varied from time to time) for the purpose of giving Proper Instructions.

Authority includes any government or semi-government, statutory, public or other authority or body having jurisdiction over the Client, any Asset or any matter or thing in relation to any of them.

Business Day means a day on which the Custodian is open for business in Sydney other than a Saturday, Sunday, public holiday or bank holiday in New South Wales.

Cash Account means in respect of the Assets an account held either with an ADI or any other financial institution authorised to accept deposits.

Constitution means the constitution governing the Client (as varied from time to time).

Corporations Act means the *Corporations Act* 2001 (Cth) and any regulations or instruments made under that Act, as amended from time to

time.

Custodian includes, where the context permits, any Sub-Custodian or any nominee, delegate or agent that the Custodian appoints in accordance with clause 9.1(a).

Liabilities include:

(a) Taxes, costs, expenses, liabilities, fees or any other amount incurred or payable by the Custodian under or pursuant to this deed;

(b) any sum or amount in respect of which the Custodian is indemnified under clause 11; and

(c) any amount the Custodian is entitled to be paid or reimbursed under clause 11.

Law means all laws wherever applicable, including any:

(a) legislation (including statutes, regulations, ordinances, rules, orders, decrees and other subordinate legislation and governmental requirements enacted, promulgated or imposed by any governmental authority at any level (e.g., municipal, county, province, state or national);

(b) court decisions, and principles of common law and equity; and

(c) mandatory codes, standards or guidelines.

Omnibus Account means a Cash Account or a Securities Account containing assets of more than one Client of the Custodian.

Proper Instruction means an instruction provided by the Client to the Custodian that:

(a) is in writing signed by two Authorised Signatories and dated;

(b) is sent or delivered in accordance with this deed; and

(c) relates to the Assets.

Relevant Notice means any notice issued in relation to one or more of the Assets and includes a notice:

(a) in relation to a rights issue, a takeover offer, voting at a general meeting, insurance, tenancies, environmental matters, litigation, disputes, Taxes, or Liabilities; or

(b) from any Authority.

Requirements means any requirements, notices, orders or directions received from or given by any Authority, addressed to or imposed on the Client or the Custodian or both, whether directly or indirectly.

Securities Account means an account on the Custodian's records to which shares or other securities are or may be credited under this deed.

Securities System means any common system or registry for holding securities such as marketable and other securities, units, managed investments, deposits, bonds, notes, debentures, commercial paper and other equity, fixed interest or discount securities or derivatives of them.

Statutes means the requirements of, and prohibitions in, all statutes, rules, regulations, proclamations, ordinances or by-laws present or future, with which the Client or the Custodian or both are obliged to comply.

Sub-Custodian means CS Third Nominees Pty Limited ABN 42 007 053 849 or any sub-custodian or nominee appointed by the Custodian under clause 9.1(a).

Taxes includes any tax, surcharge, superannuation surcharge, duty (including stamp duty and financial institutions duty), capital gains tax, goods and services tax, value added tax, debits tax, impost, withholding tax or similar tax or any fine, penalty or late payment interest incurred or payable or expected to be incurred or payable in respect of, or in relation to an Asset by the Custodian or any other person.

1.2 Interpretation

In this deed unless the context otherwise requires:

(a) headings have been inserted only for convenience and do not affect the interpretation of this deed;

(b) a reference to any document includes a reference to that document's attachments and schedules and the document as amended from time to time;

(c) a reference to a statute, ordinance, code or other Law includes reference to the corresponding regulations, instruments and class orders, in all instances as amended, consolidated, re-enacted, replaced or re-written;

(d) a reference to the parties, where relevant, includes their respective successors or permitted assigns;

(e) the singular includes the plural and vice-versa;

(f) words and expressions importing one gender include all other genders;

(g) 'include' and any variation of it means including without limitation and does not exclude a reference to other items, whether of the same class or genus or not;

(h) 'quarter' and any variation of it means a calendar quarter (whether or not beginning on the first day of the quarter);

(i) 'person' includes a natural person, a firm, a body corporate, an unincorporated association or an authority and vice versa; and

(j) if under this deed, the day on or by which any act, matter or thing is required to be done is a day other than a Business Day, such act, matter or thing must be done on the next succeeding Business Day.

2 Appointment of Custodian

(a) On and from the date of this deed, the Client appoints the Custodian as custodian of the Assets on the terms and conditions of this deed. The Custodian accepts that appointment.

(b) The Custodian holds the Assets as bare trustee for the Client and the Client is absolutely entitled to the Assets.

3 Custodian's general duties and obligations

3.1 General duties and obligations

The Custodian must:

(a) hold the Assets and any documents evidencing title to the Assets on the terms and conditions of this deed;

(b) ensure that the Assets are clearly identified in its records as property of the Client;

(c) provide a report at the end of each calendar month (or at such other frequency as may be agreed in writing by the Custodian and the Client) setting out all the Assets held by the Custodian at that time;

(d) provide on written request from the Client a written acknowledgement that the Assets are held on trust for the Client;

(e) unless the Client directs in writing otherwise, notify any other person that the Assets are held on trust for the Client where the Custodian is aware to do so might protect the rights or equitable interest of the Client;

(f) act honestly;

(g) exercise the degree of care, diligence and skill that a reasonable person would exercise if they were in the Custodian's position and, if relevant, based on the standards applying in the relevant markets for the Assets held;

(h) keep proper records in respect of the Assets:

  (i) in a way that enables the Assets to be conveniently and properly audited; and

  (ii) which includes information about whom, when and how transactions in relation to the Assets were authorised;

(i) reconcile its records of the Assets each Business Day (or if it is ordinary and reasonable commercial practice to reconcile certain Assets less frequently, in accordance with that practice) by checking information it

is given as to the existence and quantity of the Assets against its records;

(j) promptly report the outcome of the reconciliation referred to in paragraph 3(i) to the Client in case of any unreconciled matter;

(k) on a timely basis:

(i) receive all income and other payments due in respect of Assets; and

(ii) credit such income and payments to the Cash Account;

(k) subject to this deed, act in accordance with Proper Instructions; and

(l) notify the Client in writing of material or systemic breaches of this deed by the Custodian or the Client within a reasonable time of becoming aware of the breach.

3.2 Omnibus Accounts

Subject to the Corporations Act, the Custodian is authorised to hold the Assets separately or in an Omnibus Account.

3.3 Cash Accounts

The Custodian is authorised by the Client to deposit and hold cash in a Cash Account which does not pay any interest, and is also authorised, if any interest is payable on a Cash Account to which the Client's cash is deposited, to either retain all of the interest earned on it for its own account or to pay such amount of interest to the Client on the basis that is agreed with the Client in writing.

4 Client's general duties and obligations

The Client must:

(a) ensure that all instructions the Client, its officers, employees and agents provide to the Custodian are Proper Instructions; and

(b) ensure that all Proper Instructions are in accordance with the Constitution and relevant Law and any Requirements.

5 Proper instructions

5.1 Custodian may act only on Proper Instructions

Subject to any other provisions of this deed, the Custodian may only deal with, or exercise rights attached to, the Assets if directed to do so by a Proper Instruction.

5.2 Proper Instructions binding

Any Proper Instructions given to the Custodian on behalf of the Client are deemed to have been given by the Client and bind the Client.

5.3 Custodian entitled to assume

In acting on any Proper Instructions, the Custodian is entitled to assume that the Client has complied with all of the Client's legal and commercial obligations (whether under this deed or otherwise).

5.4 Custodian not required to act

The Custodian is not required to act on any instructions which the Custodian reasonably believes not to be Proper Instructions or which are, in the opinion of the Custodian, illegal, inconsistent with market practice, incomplete, ambiguous, unclear or would expose the Custodian to personal loss or liability.

5.5 Proper Instruction continues

Unless otherwise provided in this deed, a Proper Instruction from the Client continues in full force and effect until cancelled or superseded by a subsequent Proper Instruction.

5.6 Conflicting Proper Instructions

If the Custodian:

(a) receives a Proper Instruction from the Client;

(b) has not acted on the Proper Instruction; and

(c) subsequently receives a further Proper Instruction from the Client which conflicts with the earlier Proper Instruction, the Custodian may at its discretion do any of the following:

  (i) follow the later Proper Instruction; or

  (ii) notify the Client of the conflict and attempt to resolve the conflict prior to acting.

6 Custodian's general powers without Proper Instructions

6.1 General powers

The Custodian has power to do any of the following on an ongoing basis without Proper Instructions:

(a) open and maintain Cash Accounts and Securities Accounts in respect of the Assets;

(b) hold Assets in either an Omnibus Account or separate Cash Accounts or Securities Accounts;

(c) subject to the Law, and provided that the Custodian first notifies the Client in writing and such notice provides reasonable details of the proposed action, if any amount referred to in clause 15 remains due and unpaid for 15 Business Days or more (or any other greater period specified in the notice), after the date such notice was sent to the Client, realise sufficient property held in the Client's Cash Account or Securities Account to satisfy the unpaid amount;

(c) make deductions from the Assets from time to time for the purposes of

satisfying any obligation entered into in accordance with a Proper Instruction from the Client;

(d) receive and hold, or procure the receipt and holding of, the Assets and register or procure the registration of the Assets in the name of the Custodian;

(e) collect and receive and hold, for the account of the Client, all income, payments and distributions in respect of the Assets, any capital arising out of or in connection with the Assets (whether as a result of it being called or redeemed or otherwise becoming payable) and credit the same to the Cash Account or Securities Account;

(f) take any action which is necessary and proper in connection with the receipt of income, payments, distributions or capital in relation to the Assets;

(g) collect and receive and hold, for the account of the Client, any shares or other securities received by the Custodian in respect of the Assets as a result of any stock dividend, share sub-division or reorganisation, capitalisation of reserves or otherwise;

(h) provided that the Custodian first notifies the Client in writing and such notice provides reasonable details of the proposed action, the Custodian may if any amount referred to in clause 16 Payment of Liabilities ("**Due Debt**") remains due and unpaid for 15 Business Days or more (or any other greater period specified in the notice) after the date such notice was sent to the Client, subject to clause 27 Liens, give a charge, mortgage, lien or other encumbrance over the Client's Assets for the purpose of paying or reimbursing any Liabilities incurred by the Custodian in respect of the Assets under this deed; and

(i) appoint any person, recognised depository, Securities System or clearing system in accordance with clause 9.1.

7 Custodian's general powers with Proper Instructions

7.1 Acts the Custodian may do on receipt of Proper Instructions

Without limiting clause 6, the Custodian may only do the following upon receipt of Proper Instructions:

(a) acquire or dispose of Assets;

(b) pay, or cause to be paid, moneys out of the Client's Assets; and

(c) exercise voting rights and undertake other corporate actions,

and, subject to clause 5, must otherwise comply with a Proper Instruction.

7.2 Legal and other professional advice

The Custodian is entitled to rely on the advice of barristers, solicitors and other professional advisers on all matters in connection with the performance of its obligations under this deed.

7.3 Legal proceedings

The Custodian is not obliged to institute or defend legal proceedings unless the Client

indemnifies the Custodian, and agrees to any other protections required by the Custodian, to the Custodian's reasonable satisfaction.

7.4 Exercise of rights

Where the Client authorises the Custodian to exercise voting rights, rights to take up preferential allocations or other similar rights in respect of the Assets, the Client must give the Custodian Proper Instructions no later than 3 Business Days prior to the relevant date for the exercise of the rights.

7.5 No knowledge of constituent documents

The Custodian expressly disclaims any knowledge of the Constitution and any other constituent documents governing the Client or any Asset and the Client accepts and acknowledges this disclaimer.

7.6 Translation or summary

The parties acknowledge that Relevant Notices received by the Custodian may be, or may need to be, translated or summarised. The Client acknowledges that, in respect of a Relevant Notice, the Custodian:

(a) has no duty to verify the information contained in it;

(b) has no duty to verify the correctness of any translation or summary of it;

(c) has no duty to translate or summarise it;

(d) does not guarantee any matter pertaining to it; and

(e) is not liable to the Client or any other person for any loss that may result from relying on it.

7.7 No obligation to request Relevant Notices

The Custodian has no obligation to request Relevant Notices in respect of any Asset even though the Custodian may, or should reasonably, believe such Relevant Notices are due.

7.8 Custodian may request certificate

Where the Custodian is requested by the Client to give any Relevant Notice, the Custodian may request the Client to provide a certificate as to the contents of the Relevant Notice.

7.9 Entitlement to income

Where the Custodian has not received income or payment in respect of the Client's Assets within 3 Business Days after the date it has been advised it is so entitled, or it would be paid, the Custodian must notify the Client.

7.10 Custodian not obliged to take action

The Custodian is not obliged to take action to recover the income or payment referred to in clause 7.9 unless it is indemnified by the Client to its reasonable satisfaction for the

cost of such action.

7.11 Right to not act if liability not limited

Despite any other clause in this deed, the Custodian is not obliged to do or refrain from doing anything under this deed or in relation to any Asset unless the Custodian's liability is limited to its reasonable satisfaction.

8 Authorised signatories

8.1 Authorised Signatories

The Client acknowledges and agrees that its Authorised Signatories are authorised to give instructions to the Custodian on behalf of the Client for the purposes of this deed and to sign on behalf of the Client all notices, certificates, communications, instructions confirmations and other documents required by or contemplated under this deed.

8.2 Custodian entitled to rely

The Custodian is entitled to rely on the authenticity of the signatures and instructions given or purported to be given by the Client's Authorised Signatories and the Custodian is not liable for any claim, damage, expense, loss or liability arising from such reliance.

8.3 Additions and deletions to list

The Client must advise the Custodian of any variation by addition to, or deletion from, Schedule 1 by written notice signed by:

(a) two Authorised Signatories who are not the subject of the variation; or

(b) two directors of the Client; or

(c) a director and company secretary of the Client.

8.4 Date variation takes effect

Schedule 1 will be taken to be amended with effect from the date that the Custodian provides written acknowledgment of receipt of the relevant variation notice given under clause 8.3.

9 Use of agents and sub-custodians

9.1 Use of agents

The Custodian may appoint and use the services of:

(a) any other person (whether or not related to or associated with the Custodian) as sub-custodian, nominee, agent, broker, delegate or adviser; or

(b) any recognised depository, Securities System or clearing system,

where considered by the Custodian to be necessary or expedient and to delegate to such person any of the powers conferred on the Custodian under this deed as may be necessary for that purpose.

9.2 Liability for Sub-Custodians

Subject to clauses 9.3 and 9.4, if the Client suffers liability or loss as a result of any act or omission of any Sub-Custodian appointed by the Custodian under clause 9.1(a) and that liability or loss is directly attributable to the negligence, willful default or fraud of such person appointed under clause 9.1(a), then the Custodian will assume liability for that liability or loss but will not otherwise be liable for such person's acts or omissions.

9.3 Liability for bankrupt or insolvent Sub-Custodians

The Custodian will have no liability for the bankruptcy or insolvency of a Sub-Custodian appointed under clause 9.1(a). The Custodian will also not be obliged to deliver, transfer, replace or return to the Client any Asset which cannot be recovered from a Sub-Custodian who is bankrupt or insolvent.

9.4 Appointment in writing

Any appointment of a Sub-Custodian must be in writing between the Custodian and the Sub-Custodian or on terms substantially the same as this deed, except where the Law permits that agreement not to contain the same terms.

If the Custodian engages a Sub-Custodian which is a related body corporate of the Custodian, where it does not have such a written agreement, the Custodian will be liable to the Client for the acts and omissions of the related body corporate as if those acts and omissions were the acts or omissions of the Custodian.

9.5 Custodian to monitor agents

The Custodian must monitor persons appointed under clause 9.1(a) with respect to the performance of their obligations arising under this deed and must from time to time make reasonable enquiries to ensure that they continue to perform their obligations in relation to this deed.

9.6 Agent's fees

The fees and expenses of any person appointed under clause 9.1(a) must be paid by the Custodian.

9.7 Identity of any Sub-Custodian

The Custodian will provide the Client with written notice of and contact information of any Sub-Custodian appointed by the Custodian to hold the Assets as soon as reasonably practicable and in any event before the Assets are held.

10 Client acknowledgments

10.1 Risks

The Client acknowledges and agrees that holding property in local or foreign jurisdictions may involve the risk of loss, or other risks, and that the Custodian accepts no liability whatsoever (including liability for negligence) and is not liable in any circumstances for any loss which results from investing or holding property in Australia

or any other country. Such loss includes loss arising from:

(a) the general risks of investing;

(b) nationalisation, expropriation or other governmental actions;

(c) regulations of the banking or securities industries, including changes in Laws or market rules;

(d) currency restrictions, devaluations or fluctuations;

(e) market conditions affecting the orderly execution of securities transactions or affecting the value of assets;

(f) loss due to forces beyond the Custodian's control, including, but not limited to, strikes by any person, work stoppages by any person, acts of war or terrorism, insurrection, revolution, nuclear fusion, fission or radiation or acts of God;

(g) the fraud, negligence or default of the Client or any of its employees, agents, advisers, contractors or directors;

(h) the act of any Australian or foreign government, municipal or state body, office, department or agency or delegate, employee or agent of them;

(i) the fraud, negligence or default of any Authorised Signatory, former Authorised Signatory; and

(j) changes in any Laws or the imposition of new Laws or Taxes.

10.2 Custodian's services not exclusive

The services of the Custodian under this deed are not exclusive. The Custodian is free to provide similar services to others, and is not obliged to disclose to the Client anything which comes to its notice in the course of providing services to others, in its general business operations or otherwise than in the performance of this deed.

11 Indemnity and liability

11.1 Indemnity

Subject to clause 11.3, the Client indemnifies, and must keep indemnified, the Custodian, its officers, employees, agents and representatives against all proceedings, claims, demands, damages, actions, reasonable amounts paid in settlement, reasonable costs and expenses, losses and liabilities of whatever nature (whether actual, contingent, direct or indirect) suffered or incurred by or sustained or threatened against, the Custodian (including interest and legal fees and expenses on a full indemnity basis) arising out of, or in connection with:

(a) the Custodian holding any of the Assets in its name or the name of any Sub-Custodian in accordance with the terms of this deed;

(b) any transaction in relation to the Assets or the ownership or holding of any of the Assets;

(c) there being insufficient funds available to the Custodian to meet the acquisition price of an asset to be held by the Custodian as an Asset and all calls and demands in respect of any of the Assets for the payment of unpaid capital or portions;

(d) any Tax, brokerage, commissions, acquisition price and costs, penalties and other expenses arising out of any acquisition, holding or disposal of any of the Assets under this deed or the performance of its obligations in relation to the Client under this deed and all costs and expenses incidental to any of the foregoing;

(e) the Custodian acting in accordance with a Proper Instruction from the Client, not acting where a Proper Instruction from the Client directs the Custodian not to act or not acting where a Proper Instruction from the Client was not received;

(f) certification and reporting requirements, claims for exemption or refund, additions for late payment, interest, penalties and other expenses (including legal expenses) that may be assessed against the Custodian on account of the Client or any Asset;

(g) any breach of this deed by the Client or its officers, agents, employees, including without limitation any breach of a warranty, covenant, or obligation under this deed; and

(h) any actions, suits, proceedings, claims and demands which may be brought or threatened against or suffered or sustained by the Custodian by a holder of an interest or an investor in the Client or a person who holds a charge or security over any of the Client's property or a unit, security or interest in the Client.

11.2 Enforcing right of indemnity

The Custodian need not incur expenses or make payment before enforcing a right of indemnity under this deed.

11.3 Client not liable

The Client will not be liable to the Custodian to the extent to which damage or loss results from or is caused by the fraud, wilful default or gross negligence of the Custodian or a Sub-Custodian.

11.4 No liability

In no event is the Custodian liable to the Client or any other person for any loss including direct, indirect, special or consequential damages.

11.5 No liability to agents

The Custodian is not liable to an agent of the Client in any circumstances.

11.6 No liability to holders of units

The Custodian is not liable in any way to the holder of any unit, security or interest in the Client or any person who holds a lien or charge over such unit, security or interest.

11.7 Custodian not responsible for validity of title

The Custodian is not liable to the Client for the title, validity, genuineness, good deliverable form, or freedom from mortgage, charge or lien, of any Asset, information or title to any Asset received, acquired or delivered by the Custodian under this deed and is not required to undertake enquiries or searches in respect of such matters.

11.8 No liability if acting on notices believed to be genuine

The Custodian will not be liable to the Client and will be held harmless by the Client in acting upon any notice, request, consent, certificate or instrument believed by the Custodian to be genuine and to be signed or otherwise given by the Client or an Authorised Signatory of the Client.

11.9 Custodian not liable for any property not received by the Custodian or its Sub- Custodian

The Client agrees that the Custodian is not responsible or liable for any property held or received by the Client or any other person and not delivered to the Custodian or Sub-Custodian.

11.10 Custodian's disclaimer

The Custodian expressly disclaims any knowledge of the existence or contents of any covenants, financing documents, sale agreements, notices, restrictions or conditions or requirements of or imposed by any Authority or similar matters relating to any Asset ("**Matters**"). The Client, and not the Custodian, is required to ensure that the requirements or terms of any Matters are met. The Custodian will not be responsible:

(a) to ensure that the requirements or terms of any Matter are met; and

(b) if the requirements or terms of any Matter are not met or available wholly or partly because the Custodian is holding any property of the Client.

11.11 No obligation to advise

The Custodian is not responsible for reviewing, monitoring or advising the Client on the Assets or any part of them.

11.12 Not responsible for accuracy

The Custodian is not responsible for the accuracy or completeness of any information received from the Client or third parties including where such information is passed to or accessed by the Client or third party.

12 No obligation to enquire about compliance

The Custodian is not obliged to make any enquiry or request any proof or evidence from the Client in respect of satisfaction by the Client of the Client's obligations under its Constitution, the Corporations Act, ASIC guidance, or any other legal or commercial obligations. The Client acknowledges and agrees that the Custodian is not liable to the Client or any third parties in relation to these matters.

13 Review and monitoring of Custodian

The Custodian must provide the Client, at the Client's expense, with such reasonable information as may be requested by the Client from time to time for the purposes of monitoring and assessing the conduct and performance of the Custodian of its obligations under this deed. The Custodian must also give such reasonable information as may be requested by the Client from time to time in relation to its monitoring and assessment of the conduct and performance of any Sub-Custodian engaged under clause 9.1(a).

14 Written certification

The Custodian will certify to the Client in writing at least every 13 months that, other than in any trivial respect or as previously disclosed to the Client in writing, that it believes on reasonable grounds that, since the date of the previous written certification or the date of commencement of this deed, that:

(a) it has met the terms of and has no reason to believe that it will not continue to meet the terms of this deed; and.

(b) it and any Sub-Custodian have met and have no reason to believe that they will not continue to meet the relevant minimum standards for the holding of Assets under the Corporations Act.

15 Fees and expenses

15.1 Fees

(a) The Client shall pay such fees to the Custodian as agreed between the Client and the Custodian in writing from time to time (**Fee**).

(b) Unless otherwise agreed, any Fee payable pursuant to this clause 15 shall be exclusive of GST.

15.2 GST

A party must pay GST on a taxable supply made to it under this deed, in addition to any consideration (excluding GST) that is payable for that taxable supply. The party making the taxable supply must provide a valid tax invoice to the other party at or before the time that the other party is required to pay the GST. Terms used in this clause 15 have the meaning given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

16 Payment of liabilities

16.1 Client must pay or reimburse the Custodian

The Client must pay or reimburse the Custodian for all Liabilities which are payable or expected to be incurred or payable by the Custodian in relation to the Assets.

16.2 Notice of payment required

The Custodian must advise the Client by written notice of the amount required to satisfy any:

(a) Liabilities in respect of the Assets which are due or are expected to be due; and

(b) Liabilities incurred by the Custodian in respect of the Assets.

16.3 Insufficient funds

If the Client has not satisfied a Liability and there are insufficient funds held in the Client's Cash Account or Securities Account to satisfy any Liabilities payable to the Custodian in respect of the Assets, then the Client must on demand pay to the Custodian the amount outstanding. To the extent that such outstanding amount is not paid, the Client and the Custodian acknowledge that such outstanding amount shall be a debt owing by the Client to the Custodian.

17 Taxes

17.1 Client agrees to bear any Taxes

The Client must bear any Taxes payable or assessed in connection with this deed including the delivery or transfer of any asset to the Custodian to form part of the Assets or from the Custodian to any other person in accordance with this deed.

17.2 Client must advise Custodian as to the amount of Taxes payable

The Client must advise the Custodian as to the amount of any Taxes payable under clause 17.1 and is responsible for the correctness and accuracy of such advice.

18 Termination

18.1 Time of Termination

The custodial arrangements between the Client and the Custodian under this deed may be terminated by either party by giving at least 30 days' notice (or such other period as the other party may agree) in writing.

18.2 Termination by the Client

The Client may immediately terminate the custodial arrangements between the Client and the Custodian under this deed by written notice to the Custodian if the Client has reasonable grounds for believing that:

(a) there is or has been an act or omission of the Custodian or any Sub-Custodian that results in the Custodian being in breach of this deed; and

(b) as a result, to a material extent, the Custodian or any Sub-Custodian is not complying with or is unlikely to comply with the relevant minimum standards for the holding of Assets under the Corporations Act, having regard to any remedy provided or that may be expected to be provided by the Custodian , Sub-Custodian.

If the deed is terminated in accordance with this paragraph, the Custodian will not

be entitled to any further fees or expenses other than those which accrued prior to termination and the reasonable fees, costs and expenses involved in the transfer of the Assets to the Client or another asset holder. Termination under this paragraph does not affect any right to damages or otherwise that the Client may have against the Custodian under this deed.

18.3 Transfer of Assets

Upon termination by:

(a) the Client, the Client must provide full details during the notice period of the person to whom the Custodian must transfer the Assets; or

(b) the Custodian, the Client must within 14 days (or such other period as the parties agree) notify the Custodian of details of the new custodian of the Assets.

18.4 Deduct any amounts owing

Upon termination the Custodian is entitled, and is authorised, to deduct from the Assets any amounts owing to it (other than Custodian fees) prior to the delivery of the Assets (such as any costs involved in the transfer of the Assets). The outstanding Custodian fees will be a debt owing from the Client to the Custodian.

18.5 Return of Assets

Subject to the Custodian being reimbursed for all relevant outstanding Liabilities, as soon as possible after receiving Proper Instructions requiring it to do so or within 10 Business Days of the custodial arrangements between the Client and the Custodian under this deed being terminated, the Custodian must transfer the Assets to the person nominated by the Client.

18.6 Survival

Clauses 1, 11, 18, 26, 28 and 30 survive termination of the custodial arrangements between a Client and the Custodian under this deed and termination of this deed.

19 Custodian representations and warranties

19.1 Representations and warranties

The Custodian represents and warrants to the Client as at the date of this deed and during the term of this deed that:

(a) it has the power, skill, facilities and financial ability to enter into and perform its obligations under this deed, and has duly executed this deed so as to constitute the valid and binding obligations of the Custodian;

(b) it holds such licences and authorities as are necessary to lawfully perform its obligations under this deed;

(c) it will procure on or prior to the date of this deed, and maintain at all times during the term of this deed, policies of professional indemnity insurance (either in its own name or ensure that it is covered under a company group insurance arrangement) which are appropriate for a prudent company engaged in

a similar business to that of the Custodian;

(d) it is a body corporate as defined under the Corporations Act; and

(e) it satisfies the financial requirements which are applicable to it under the Corporations Act.

20 Client representations and warranties

The Client represents and warrants to the Custodian as at the date of this deed and during the term of this deed that:

(a) it has all the power to enter into and perform this deed and has obtained all necessary consents and corporate authorisations to enable it to do so;

(b) the entry into and performance of this deed by the Client does not constitute a breach of a term of its Constitution or any obligation or default under any agreement or undertaking by which the Client is bound;

(c) all property transferred or delivered by the Client to the Custodian from time to time to form part of the Assets will be free from any mortgage, charge, lien, pledge, encumbrance or other security interests unless otherwise notified by the Client to the Custodian before the transfer or delivery;

(d) all consents, approvals, authorisations and conditions required to be obtained by it under its Constitution and the Corporations Act to permit the execution, validity, performance or enforceability of this deed have been obtained and are subsisting;

(e) in connection with any financial services or financial products to be provided by the Custodian in connection with this deed, the Client is a wholesale client as defined under the Corporations Act; and

(f) the proper performance of any Proper Instructions or other obligations by the Custodian will not cause the Client or Custodian to breach any Law.

21 Client undertakings

The Client undertakes to the Custodian:

(a) to notify the Custodian of the obligations imposed on the Custodian by the taxation Law of the jurisdictions in which any property included in the Assets at any time is held by the Custodian pursuant to this deed;

(b) to provide the Custodian on request with any documents, information or instructions reasonably required by the Custodian to enable it to perform its obligations under this deed or imposed by Law, and to ensure that any such information will be accurate;

(c) to notify the Custodian in writing as soon as practicable after it becomes aware of the occurrence of any circumstances which would give rise to its winding up;

(d) duly and punctually perform and observe its obligations and duties under its

Constitution;

(e) notify the Custodian of any fact or circumstance within its knowledge which has given rise, or with the effluxion of time would give rise, to a breach by the Client of any material representation, undertaking or other provision contained in this deed;

(f) to comply with all Statutes and Requirements relating to:

(i) any of the Assets or anything or anyone in or on any of them; or

(ii) anything done or to be done or not to be done in, on or with any of the Assets or anything in or on any of them; and

(g) without limiting the undertaking in 21(f), to comply with all disclosure obligations relating to:

(i) any of the Assets or anything or anyone in or on any of them; or

(ii) anything done or to be done or not to be done in, on or with any of the Assets or anything in or on any of them.

22 Assistance to auditor

The Custodian must provide all reasonable access and assistance to any registered company auditor engaged to conduct an audit in relation to the Client's financial statements or to check that the Custodian is complying with this deed with its Client.

23 Business continuity

The Custodian will establish and maintain business continuity arrangements that are reasonable for the nature, scale and complexity of its business.

24 Disclosure of confidential information

The Custodian must not disclose any confidential information relating to the Assets apart from any disclosure to ASIC, or as permitted by law or by the Client in writing.

25 Amendment

25.1 Amendment of deed

Subject to clause 25.2, this deed cannot be amended except in writing executed by each party.

25.2 Amendment procedures relating to compliance with the Corporations Act

The Custodian may amend this deed by written notice to the Client at any time if the Custodian, acting reasonably, considers such amendment is necessary or desirable to ensure compliance with the Corporations Act and associated ASIC policy, including, without limitation, ASIC Regulatory Guide 133 *Managed investments and custodial or depository services: Holding assets*.

26 Notices

(a) A notice, consent or other communication under this deed is only effective if it is:

(i) in writing and in legible English, signed by or on behalf of the party giving it;

(ii) addressed to the party to whom it is to be given; and

(iii) either:

(A) sent by pre-paid mail (by airmail, if the addressee is overseas) or delivered to that party's address; or

(B) sent by fax to that party's fax number; or

(C) sent by email to that party's email address.

(b) Subject to clause (c) a notice, consent or other communication under this deed is, in the absence of earlier receipt, regarded as given and received:

(i) if it is delivered, on delivery at the address of the relevant party;

(ii) if it is sent by fax, at the time and on the day it was successfully sent;

(iii) if it is sent by mail, on the third Business Day after the day of posting, or if to or from a place outside Australia, on the seventh Business Day after the day of posting; or

(iv) if it sent by email 3 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

(c) If a notice, consent or other communication under this clause is given and received on a day that is not a Business Day or after 5.00 pm (local time in the place of receipt) on a Business Day, it is regarded as being given and received at 9.00 am on the next Business Day.

(d) For the purposes of this clause, each party's address, fax number and email address are as set out in Schedule 2.

27 Liens

The Custodian must not take or grant a security interest, mortgage, lien or other encumbrance over, or in relation to, any Asset held under this deed unless permitted under clause 6(h) and provided that such security interest, mortgage, lien or other encumbrance must not be taken or granted to secure unpaid Custodian fees.

28 Severability

Each part of this deed is severable from the balance of this deed and if any part of this deed is illegal, void, invalid or unenforceable, then that will not affect the legality,

effectiveness, validity or enforceability of the balance of this deed.

29 Assignment

The rights and obligations of each party under this deed are personal. They cannot be assigned, charged or otherwise dealt with, and no party shall attempt or purport to do so, without the prior written consent of the other.

30 Governing Law

This deed shall be governed by and construed in accordance with the Laws of New South Wales. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.

31 Entire agreement

This deed constitutes the complete and exclusive agreement between the parties.

32 Counterparts

If this deed is executed in counterparts, then each is deemed an original and together they constitute the one document.

Schedule 1 — Authorised Signatories

Renaissance Resources Pty Ltd confirms that the persons specified below are Authorised Signatories for the purposes of the Custody Deed between it and Credit Suisse Equities (Australia) Limited ABN 35 068 232 708 (AFSL No. 237237):

Name	Title	Specimen Signature
Duncan Gibbs	**Managing Director**	D. G
Hayden Bartrop	**Director and Company Secretary**	
John Mullumby	**Director**	

Schedule 2 — Address of parties

CLIENT:	**Renaissance Resources Pty Ltd**
Attention:	Company Secretary
Address:	Level 2, 26 Colin Street West Perth WA 6005
Telephone:	(08) 9200 1600
Email:	Cosec@goldroad.com.au

CUSTODIAN:	**Credit Suisse Equities (Australia) Limited**
Attention:	Winston Loke
Address:	Level 28, 1 Macquarie Place, Sydney NSW 2000
Telephone:	+61 (0)2 8205 4928
Email:	Winston.loke@credit-suisse.com

Execution page

Executed as a deed

Signed, sealed and delivered by **Credit Suisse Equities (Australia) Limited** in accordance with section 127 of the Corporations Act 2001 (Cth) by:

Director	Director/Company Secretary
Richard Gibb	Katrina Glover
Name (print)	Name (print)

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

D. G	
Director	Director/Company Secretary
DUNCAN GIBBS	HAYDEN BARTROP
Name (print)	Name (print)

EXECUTION VERSION

ACCOUNT CONTROL DEED

Dated 18 August 2022

Renaissance Resources Pty Ltd
(as **Counterparty)**

and

Credit Suisse AG, Singapore Branch
(as **Secured Party)**

and

Credit Suisse Equities (Australia) Limited
(as **Custodian)**

ALLEN & OVERY

Allen & Overy LLP

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THIS AGREEMENT is made on 18 August 2022

BETWEEN:

(1) **RENAISSANCE RESOURCES ACN 661 053 283** of Level 2, 26 Colin Street, West Perth WA 6005, Australia (the **Counterparty**);

(2) **CREDIT SUISSE AG, SINGAPORE BRANCH ARBN 061 700 712**, a foreign company incorporated in Switzerland with limited liability, with a branch registered in Singapore with registered number S73FC2261L and its registered office at 1 Raffles Link #03-01, Singapore (the **Secured Party**); and

(3) **CREDIT SUISSE EQUITIES (AUSTRALIA) LIMITED ACN 068 232 708** of Level 31, Gateway Building, 1 Macquarie Place, Sydney NSW 2000, Australia (the **Custodian**).

RECITALS:

(A) The Custodian holds or will hold the Shares, the Additional Security, the Additional Rights and the Account on behalf of the Counterparty in accordance with the Custody Agreement.

(B) The Secured Party holds the Security over the Collateral.

(C) The parties (and in the case of the Custodian, at the direction of the Counterparty) have agreed to regulate their relationship in relation to the Shares, the Additional Security, the Additional Rights and the Account on the terms of this deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed:

Account means any money from time to time deposited by the Counterparty with the Custodian or otherwise held by the Custodian for the Counterparty in accordance with the Custody Agreement, any account or investment in which such money may from time to time be held (including each "Cash Account" as defined in the Custody Agreement and any other trust account of the Custodian), and any amounts standing to the credit of such account or investment, and the debt represented by it, including all interest accruing on that credit balance.

Additional Rights means the Counterparty's title, rights and interests (whether present or future):

(a) in any dividend, dividend reinvestment scheme, bonus issue, rights issue, allotment, offer, benefit, privilege, note, stock, debenture, distribution or right to take up Marketable Securities in another corporation, trust or other entity;

(b) in any rights or Marketable Security resulting from the conversion, consolidation, subdivision, redemption, cancellation, reclassification or forfeiture of any Share;

(c) any in specie distribution in respect of any Shares; and

(d) any proceeds of, or from the disposal of or other dealing with, any Shares;

(e) resulting from any conversion, redemption, cancellation, reclassification, forfeiture, consolidation or subdivision; or

(f) resulting from any reduction of capital, buy back, liquidation or scheme or arrangement,

in each case in connection with the Collateral.

Additional Security means any Marketable Security, other than a Share or an Additional Right, that the Counterparty and the Secured Party agree at any time is to be subject to the Specific Security Deed.

AMSLA means the Australian Master Securities Lending Agreement dated on or about the date of this deed between the Counterparty and the Secured Party and includes any Master Confirmation (as defined in that agreement).

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Sydney.

Collar Confirmation means the trade confirmation of an equity collar transaction dated on or about the date of this deed between the Counterparty and the Secured Party.

Collateral means all of the following present and after-acquired property of the Counterparty:

(a) the Account;

(b) rights and interests and all entitlements (including damages), dividends, proceeds, rights and other benefits payable, accruing or arising at any time to or in favour of the Counterparty in respect of each Secured Share; and

(c) all rights, interests remedies, powers, privileges, entitlements accruing or arising at any time to or in favour of the Counterparty under or in connection with:

    (i) the Custody Agreement; and

    (ii) this Deed; and

(d) any and all proceeds of any dealing with any of the above.

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

Custody Agreement means the custody deed dated 28 July 2022 between the Counterparty and the Custodian.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Issuer means De Grey Mining Ltd ACN 094 206 292.

Marketable Securities means:

(a) marketable securities (as defined in section 9 of the Corporations Act);

(b) an Investment Instrument;

(c) an Intermediated Security;

(d) a unit or other interest in a trust or partnership;

(e) any right or option in respect of or in connection with any of the foregoing, regardless of whether it has been issued; and

(f) any instrument or security which is a combination of any of the above.

Officer means:

(a) in relation to the Counterparty, an authorised signatory;

(b) in relation to the Secured Party, any person appointed by the Secured Party to act as its authorised officer for the purposes of this deed as notified in writing by the Secured Party to the Custodian from time to time; or

(c) in relation to the Custodian, any authorised signatory.

Permitted Security means any Security Interest expressly permitted by the Secured Party.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Principal Agreement means:

(a) the Agreement (as defined in the Collar Confirmation), including:

(i) the ISDA Master;

(ii) the Collar Confirmation; and

(iii) any other document which forms part of or is incorporated in the Agreement (as defined in the Collar Confirmation) or the ISDA Master pursuant to the terms of the Agreement (as defined in the Collar Confirmation) and, where the context permits, includes the Transaction; and

(b) any other document which the Counterparty and the Secured Party designate in writing as being or forming part of the Principal Agreement for the purposes of this deed.

Secured Shares means:

(a) each Share;

(b) each Additional Right; and

(c) each Additional Security.

Security means:

(a) the Specific Security Deed; and

(b) any other present or future Security Interest or other document or agreement created or entered into as security for the payment or performance of any obligations of the Counterparty or its related bodies corporate under the Transaction Documents.

Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any "security interest" as defined in sections 12(1) or (2) of the PPSA.

Shares means, without double-counting:

(a) all ordinary shares in the capital of the Issuer at any time held by the Custodian (which are held by the Custodian in connection with the Collar Confirmation) on behalf of the Counterparty in accordance with the Custody Agreement, in an amount equal to the Total Number of Shares less the amount of any such ordinary shares in the capital of the Issuer that have been lent to the Secured Party pursuant to, and in accordance with, the AMSLA; and

(b) any ordinary shares in the capital of the Issuer held by the Custodian on behalf of the Counterparty in accordance with the Custody Agreement which would be "Shares" under paragraph (a) above but for a breach by the Counterparty of clause 4.1 (*Restricted Dealing*) of the Specific Security Deed.

Specific Security Deed means the document titled "Specific Security Deed" dated on or about the date of this deed, granted by the Counterparty in favour of the Secured Party.

Tax means:

(a) any tax, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding; or

(b) any income, stamp or transaction duty, tax or charge,

which is assessed, levied, imposed or collected by any Government Agency and includes any interest, fine, penalty, charge, fee or other payment imposed on or in respect of any of the above.

Transaction Documents means:

(a) this deed;

(b) the Security;

(c) the Principal Agreement;

(d) each "Transaction Document" as defined in the Principal Agreement; and

(e) any document which the parties agree, now or in the future, is a Transaction Document for the purposes of this deed,

or any document or agreement entered into or given under any of the above.

1.2 Interpretation

(a) Capitalised terms defined in the Collar Confirmation have, unless expressly defined in this deed, the same meaning in this deed.

(b) Unless the contrary intention appears, any reference in this deed to:

(i) any legislation in any jurisdiction, express or implied, includes:

(A) that legislation as amended, extended or applied by or under any other legislation made before or after execution of this deed;

(B) any legislation which that legislation re-enacts with or without modification; and

(C) any subordinate legislation made before or after the execution of this deed under that legislation, including (where applicable) that legislation as amended, extended or

applied as described in paragraph (A) above, or under any legislation which it re-enacts as described in paragraph (B) above;

(ii) an individual or a natural person includes his estate and personal representatives;

(iii) **A$** or **Australian Dollars** is to Australian currency; and

(iv) any of the following terms is a reference to that term as defined in the PPSA: **Control, Intermediated Securities, Investment Instrument,** and **Personal Property**.

(c) The schedules and appendices form part of this deed and a reference to a Clause, Schedule or Appendix is a reference to a clause, schedule or appendix of or to this deed.

(d) Any reference in this deed to the Account includes the balance now or in the future of any moneys referred to in that definition (including such amounts which have not been deposited into any relevant accounts referred to in that definition).

(e) In this deed:

(i) singular words include the plural and vice versa;

(ii) a word of any gender includes the corresponding words of any other gender;

(iii) if a word or phrase is defined, other grammatical forms of that word have a corresponding meaning;

(iv) general words must not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;

(v) an agreement, covenant, representation or warranty on the part of, or in favour of, two or more people binds or is for the benefit of those people both jointly and severally and a reference to a group of people is a reference to each of them individually and any two or more of them collectively; and

(vi) nothing is to be construed adversely to a party just because that party put forward this deed or the relevant part of this deed.

(f) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.

(g) A reference to any thing (including any right) includes a part of that thing but nothing in this Clause 1.2(g) implies that performance of part of an obligation constitutes performance of the obligation.

(h) A reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.

(i) A reference to an asset includes all property of any nature, including a business, and all rights, revenues and benefits.

(j) A reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or a similar procedure or, where applicable, changes in the constitution of any partnership or person or death.

(k) A reference to a body, other than a party to this deed (including an institute, association or authority), whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

(l) Where this deed confers any power or authority on a person that power or authority may be exercised by that person acting personally or through an agent or attorney.

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 preceding Business Day.

1.4 Transaction Document

The Counterparty and the Secured Party agree this deed is a 'Transaction Document' for the purposes of the definition of “Transaction Document” in the Principal Agreement.

1.5 Direction

The Counterparty confirms they have requested and directed the Custodian to enter into this deed.

1.6 Obligations of the Custodian

The parties acknowledge and agree that the obligations of the Custodian under this deed are owed solely to the Secured Party. Without affecting any obligations or liabilities it may have under the Custody Agreement, the Custodian will have no liability to the Counterparty for any breach of this deed save as are caused by its own fraud, gross negligence or wilful default.

1.7 Effectiveness as an agreement

The parties acknowledge and agree that if, for any reason, this deed fails to take effect as a deed it shall take effect as an agreement between the parties.

2. CONSENT AND ACKNOWLEDGEMENT

2.1 Notice of and consent to security

The Custodian:

(a) acknowledges that it has notice of, and consents to, the creation of a security interest by way of a mortgage over the Collateral by the Counterparty in favour of the Secured Party under the Specific Security Deed;

(b) confirms that it has notice of the Secured Party's interest in the Collateral; and

(c) confirms that it has not received any notice of any Security Interest in connection with the Collateral in favour of any person other than the Secured Party.

2.2 No Security Interest for Custodian

The Custodian must not:

(a) subject to any Permitted Security and Clause 5.1, claim or exercise any right of set-off, counter-claim or other similar right in relation to the Collateral;

(b) take any Security Interest or permit or allow a Security Interest to be granted in favour of the Custodian in respect of the Collateral other than any Permitted Security; or

(c) exercise any other right with respect to the Collateral which may adversely affect the Collateral,

without the prior written consent of the Secured Party.

2.3 Order of priority

The Custodian agrees that:

(a) it has no separate Security Interest (other than any Permitted Security) over the Collateral; and

(b) to the extent that a Security Interest (other than any Permitted Security) over the Collateral is present or arises in its favour:

(i) it will promptly notify the Secured Party of the Security Interest;

(ii) its rights under any Security Interest (other than any Permitted Security) in the Collateral are subordinated in right and priority of payment to the rights of the Secured Party under the Security;

(iii) it will take all steps necessary (including executing any necessary documentation) to give effect to the subordination set out in Clause 2.3(b)(ii); and

(iv) this deed is an agreement to subordinate its rights under any Security Interest (other than any Permitted Security) in the Collateral for the purposes of section 61 of the PPSA.

3. CONTROL OF THE COLLATERAL

3.1 Control over the Collateral by the Secured Party

(a) Subject to Clause 3.1(b), the parties acknowledge and agree that at all times until the termination of the Security:

(i) the Custodian shall not comply with "Proper Instructions" (as defined under the Custody Agreement) from the Counterparty in relation to the Collateral;

(ii) the Custodian shall not dispose of or disburse any moneys forming part of any part of the Collateral except on the direction of the Secured Party;

(iii) the Custodian will act on directions (which shall be deemed to be "Proper Instructions" for the purposes of the Custody Agreement) from the Secured Party (and only the Secured Party) with respect to the Collateral without reference to the Counterparty and the Custodian need not enquire whether the Secured Party is in fact entitled to give such a "Proper Instruction";

(iv) the "Authorised Signatories" for the purposes of the Custody Agreement will only be those nominated from time to time by the Secured Party (subject to the Custodian receiving all necessary internal account authorities from the Secured Party to enable this); and

(v) the Custodian will not, and has no obligation or liability to, transfer any Collateral to the Counterparty or any other party except on the direction of the Secured Party.

(b) To the extent that any Shares are not Collateral the Secured Party will promptly instruct the Custodian that it will act on the directions or "Proper Instructions" (as defined in the Custody Agreement) from the Counterparty only in respect of such Shares.

3.2 Reliance on instructions

If the Secured Party directs the Custodian with respect to the dispositions of any Collateral:

(a) the Custodian will disregard any conflicting directions it receives from the Counterparty; and

(b) the Custodian is entitled to assume that those directions have been obtained in accordance with the terms of the Transaction Documents.

3.3 Voting

Nothing in Clause 3.1 (Control over the Collateral by the Secured Party) applies with respect to instructions to exercise any voting rights in respect of any Shares or Marketable Securities forming part of the Collateral which may (as between the Custodian and the Counterparty) be given by the Counterparty and followed by the Custodian in accordance with the Custody Agreement until such time as the Secured Party notifies the Custodian that an Event of Default (as defined in the Specific Security Deed) has occurred, provided that any such instructions are copied to the Secured Party. As between the Secured Party and the Counterparty, nothing in this clause affects any restriction on the exercise of any voting rights contained in another Transaction Document or constitutes the consent of the Secured Party to such an exercise.

4. CUSTODY OF THE COLLATERAL

(a) The Custodian undertakes to:

(i) segregate in its books and records any Collateral it holds on behalf of the Counterparty from its own property and the property held for any other client; and

(ii) clearly identify in its books and records the Collateral belonging to the Counterparty,

so as to enable the Collateral to be identified at all times.

(b) The parties acknowledge and agree that:

(i) this deed varies the terms of the Custody Agreement and any mandates, agreements or arrangements between the Counterparty and the Custodian in relation to the Collateral and the Custody Agreement; and

(ii) the terms of this deed prevail over the Custody Agreement and any other agreements or arrangements between the Counterparty and the Custodian with regard to the custody of the Collateral to the extent of any inconsistency.

(c) The Counterparty and the Custodian agree that they will not enter into any agreement which may affect any Collateral or the operation of this clause, or take any action to terminate the Custody Agreement, without the prior written consent of the Secured Party.

5. CUSTODIAN

5.1 Fees

Despite the operation of Clause 3, the Custodian may deduct from any account referred to in the definition of the "Account" its fees agreed in writing from time to time with the Counterparty but must notify the Secured Party of any such deductions within one Business Day after they occur.

5.2 Receipts

In relation to the Transaction Documents, the Custody Agreement and this deed, if the Custodian receives (whether by way of voluntary or involuntary payment) any money which it retains for its own account (other than in respect of fees charged in accordance with the agreements or arrangements between the Counterparty and the Custodian in relation to the Account), the Custodian must:

(a) within a reasonable time notify the Secured Party; and

(b) pay the amount to the Secured Party within two Business Days (or any longer period the Secured Party agrees to) of receiving it.

5.3 Relationship with Secured Party

(a) This deed sets out all the duties and obligations of the Custodian in relation to the Secured Party.

(b) The Custodian will not be bound by (and will be deemed not to have notice of) the provisions of any agreement to which it is not party.

(c) The Custodian is not a trustee or fiduciary of any other person.

5.4 No Liability

The Custodian is not responsible or liable to the Counterparty, the Secured Party or any other person for:

(a) any non-payment of any sums which should be paid into any account referenced in the definition of "Cash Account" (if any, as defined in the Custody Agreement) by the Counterparty;

(b) any non-payment of any liability of the Counterparty which could be paid out of moneys forming a part of the Cash Account (if any, as defined in the Custody Agreement);

(c) any transfer wrongly made, if the Custodian acted in good faith in relation to that transfer; or

(d) any loss or liability arising out of or in connection with its performance of or its failure to perform any of its obligations under this deed, save as are caused by its own fraud, gross negligence or wilful default, and under no circumstance will the Custodian be liable:

(i) for acting in accordance with or relying on any instruction, notice, demand, certificate or document from the Secured Party; or

(ii) to any party for any consequential loss (being loss of business, goodwill, opportunity or profit) even if advised of such loss or damage.

5.5 Communications

(a) The Custodian:

(i) may rely on any document reasonably believed by it to be genuine and correct, and in the case of a document purporting to be from the Secured Party, signed by an Officer of the Secured Party or sent by email by an Officer of the Secured Party;

(ii) has no duty or obligation to investigate the authenticity or correctness of the matters stated in a document as described at Clause 5.5(a) or confirm that the signatories on the notice were properly appointed;

(iii) is under no duty to enquire or determine whether or not any instructions from the Secured Party are in accordance with the Transaction Documents; and

(iv) is under no duty to ensure that any disposal of the Collateral is actually used for the purpose for which it was made,

provided that the Custodian shall follow reasonable procedures for the purpose of verifying that the signatures on any notice purportedly given to it by or on behalf of the Secured Party or a signatory referred to in Clause 3.1 match the specimen signature of the relevant signatory in the most recent authorised signatories list provided by the Secured Party to the Custodian on or after the date of this deed.

(b) The Custodian will disclose to the Secured Party, and the Counterparty consents to the disclosure of:

(i) copies of all statements relating to the Collateral which are provided to the Counterparty; and

(ii) any other information in relation to the Collateral as the Secured Party may reasonably request.

5.6 Survival

Clauses 5.4 and 5.5 above and this Clause 5.6 will survive notwithstanding any termination of this deed or the resignation or replacement of the Custodian.

5.7 Performance of obligations

(a) The Counterparty and the Secured Party acknowledge and agree that:

(i) obligations of the Custodian under this deed will be carried out subject to; and

(ii) the Custodian will not incur any liability for not performing any act or fulfilling any obligation under this deed if performance would result in it being in breach of,

the laws, rules, operating procedures and practice of any Government Agency or relevant clearing system.

(b) The Custodian is obliged to act on instructions only on Business Days and during banking hours in Sydney.

5.8 General

(a) The Custodian undertakes to perform only such duties as are specifically set out in this deed.

(b) The Custodian may at any time resign without assigning any reason for its resignation by giving not less than 30 Business Days prior written notice to that effect to each of the other parties to this deed (**Resignation Notice**) where it has ceased to hold any Collateral and all Collateral has been transferred to a replacement custodian agreed by the Secured Party (such agreement not to be unreasonably withheld).

(c) From the day it gives the Resignation Notice, the Custodian shall follow reasonable written instructions from the Secured Party concerning the transfer of custody of the Collateral and any related records.

5.9 Indemnity

(a) Subject to paragraph (b) below, the Counterparty indemnities, and must keep indemnified, the Custodian, its officers, employees, agents and representatives against all proceedings, claims, demands, damages, actions, reasonable amounts paid in settlement, reasonable costs and expenses, losses and liabilities of whatever nature (whether actual, contingent, direct or indirect) suffered or incurred by or sustained or threatened against, the Custodian (including legal fees and expenses on a full indemnity basis) arising out of, or in connection with:

(i) the Custodian acting in accordance with instructions from the Counterparty under this deed;

(ii) any breach of this deed by the Counterparty or its officers, agents, employees, including without limitation any breach of a warranty, covenant, or obligation under this deed; and

(iii) any actions, suits, proceedings, claims and demands which may be brought or threatened against or suffered or sustained by the Custodian by a holder of an interest or an investor in the Counterparty or a person who holds a charge or security over any of the Counterparty's property or a unit, security or interest in the Counterparty.

(b) The Counterparty will not be liable to the Custodian to the extent to which damage or loss results from or is caused by the fraud, wilful default or gross negligence of the Custodian.

6. NOTICES

6.1 Language

Any notice or communication given in connection with this deed must be in English.

6.2 In writing

(a) Any notice or communication given in connection with this deed must be in writing and unless otherwise stated, may be given:

(i) in person or by post; or

(ii) by email or to the extent agreed by the Parties making and receiving communication by other electronic communication.

(b) For the purpose of this deed, an electronic communication will be treated as being in writing.

(c) Unless it is agreed to the contrary, any consent or agreement required under this deed must be given in writing.

6.3 Contact details

(a) The contact details of each Party for all communications in connection with this deed are as follows:

(i) for the Counterparty: To be separately advised by the Counterparty.

(ii) for the Secured Party: To be separately advised by the Secured Party.

(iii) for the Custodian: To be separately advised by the Custodian.

(b) Any party may change its contact details by giving five Business Days' notice to the other parties.

6.4 Delivery

(a) Any communication in connection with this deed will be deemed to be given as follows:

(i) if delivered in person, at the time of delivery;

(ii) if posted, five Business Days after being deposited in the post, postage prepaid, in a correctly addressed envelope; or

(iii) if by email or any other electronic communication, when received in legible form.

(b) Any communication given under paragraph (a) above but received on a non-Business Day in Sydney, Australia or after 6:00pm (Sydney time) on a Business Day will only be deemed to be given on the next Business Day.

6.5 Reliance

Any notice sent under this Clause 6 can be relied on by the recipient if the recipient reasonably believes the notice to be genuine and (i) if it bears what appears to be the signature (original or facsimile) of an Officer of the sender (without the need for further enquiry or confirmation) or (ii) in the case of instructions from the Secured Party to the Custodian, if it is received by an email from an Officer of the Secured Party. Each party must take reasonable care to ensure that no forged, false or unauthorised notices are sent to another party.

7. GENERAL

7.1 Assignment

(a) The Secured Party may assign its rights under this deed without the consent of the Custodian or the Counterparty provided the assignment is in accordance with the terms of the Transaction Documents.

(b) The Custodian must not assign or novate any of its rights or obligations under this deed, the Custody Agreement, or the Collateral without the prior consent of the Secured Party and the Counterparty.

(c) The Counterparty may not assign or novate any of its rights or obligations under this deed, the Custody Agreement or to the Collateral other than under the terms of the Transaction Documents unless the Counterparty first obtains the written consent of the Secured Party.

7.2 Further steps

The Custodian and the Counterparty each agree to do anything the Secured Party reasonably asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) to bind the Custodian and the Counterparty and any other person intended to be bound under this deed.

7.3 Costs and expenses

(a) The Counterparty must:

(i) immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this deed by the Secured Party and the Custodian or any other person appointed by the Secured Party or the Custodian under this deed, including any costs and expenses arising from any actual or alleged breach by any person of any law or regulation; and

(ii) keep each Secured Party and Custodian or any other person appointed by the Secured Party or the Custodian under this deed indemnified against any failure or delay in paying those costs or expenses.

(b) The costs and expenses referred to in Clause 7.3(a) are payable by the Counterparty on demand by the Custodian and/or the Secured Party (as relevant).

(c) Anything which must be done by the Counterparty under this deed, whether or not at the request of the Secured Party, must be done at the cost of the Counterparty.

7.4 Partial exercise of rights

If the Secured Party does not exercise a right or remedy under this deed fully or at a given time, the Secured Party may still exercise it later, unless this deed expressly states otherwise.

7.5 Duties, fees, taxes and charges

The Counterparty agrees to:

(a) pay all stamp duties and other documentary or transaction fees, Taxes and charges (including fines and penalties) payable and assessed by legislation or by any revenue office on or in connection with this deed, on any instruments entered into under this deed, and in respect of a payment or receipt or other transaction evidenced or contemplated by this deed; and

(b) indemnify on demand the Secured Party and the Custodian against any liability for such duties, fees, Taxes and charges (including fines and penalties).

7.6 Prohibition and enforceability

(a) Any provision of, or the application of any provision of, this deed or any power which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

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

7.7 Waivers

(a) Waiver of any right arising from a breach of this deed or of any power arising upon default under this deed must be in writing and signed by the party granting the waiver.

(b) A failure or delay in exercise, or partial exercise, of:

(i) a right arising from a breach of this deed; or

(ii) a power created or arising upon default under this deed,

does not result in a waiver of that right or power.

(c) A party is not entitled to rely on a delay in the exercise or non exercise of a right or power arising from a breach of this deed or on a default under this deed as constituting a waiver of that right or power.

(d) A party may not rely on any conduct of another party as a defence to exercise of a right or power by that other party.

(e) This clause may not itself be waived except by writing.

7.8 Variation

Subject to any express provision of this deed to the contrary, a variation of any term of this deed must be in writing and signed by the parties.

7.9 Counterparts

This deed may be executed in counterparts which taken together constitute one and the same agreement, and any party may enter into this deed by executing a counterpart.

7.10 Electronic execution

(a) Each party unconditionally and irrevocably acknowledges and agrees that:

(i) it consents to the formation and execution of this deed and any amendments or variations to it by way of electronic signature and to any method used by the parties to identify the signatories to this deed;

(ii) it will be bound by the terms of this deed if it is executed by the other party to it using electronic signature; and

(iii) if it executes this deed using electronic signature, it intends to be legally bound by its terms, and the other party to this deed can rely on its execution, with the same effect as if the deed had been signed in wet ink.

(b) In this Clause 7.10, electronic signature includes 'electronic communication' (as defined in the Corporations Act) and any other method of electronic signature permitted by applicable law (including insertion of the signer's name or digitised signature by electronic means including by use of a digital signing platform or signing on an electronic device).

7.11 Attorneys

Each of the attorneys executing this document states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

8. GOVERNING LAW AND JURISDICTION

8.1 Governing Law

This deed is governed by the law applying in New South Wales.

8.2 Jurisdiction

(a) The Counterparty irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts with respect to any proceedings that may at any time be brought in relation to this deed.

(b) The Counterparty irrevocably waives any objection it may now or in the future have to the venue of any proceedings and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within paragraph (a) above.

SIGNATORIES

EXECUTED as a **Deed**

Counterparty

EXECUTED AS A DEED by **RENAISSANCE RESOURCES PTY LTD** in accordance with section 127 of the Corporations Act 2001 (Cth):	))))

D.G	
Signature of director	Signature of director/company secretary
DUNCAN GIBBS	HAYDEN BARTROP
Name of director	Name of director/company secretary

Secured Party

SIGNED, SEALED AND DELIVERED for)
CREDIT SUISSE AG, SINGAPORE)
BRANCH by its authorised ~~signatory~~ signatories in the)
presence of:)

Witness signature

Madeline Chan
Personal Assistant
General Counsel Division

Name of witness

Signature of authorised ~~signatory~~ signatories

David Leung
Managing Director

Liu Feng-Hao
Vice President
General Counsel Division

Print name and title of authorised ~~signatory~~ signatories

Custodian

EXECUTED AS A DEED by **CREDIT SUISSE EQUITIES (AUSTRALIA) LIMITED** in accordance with section 127 of the Corporations Act 2001 (Cth):	)

Signature of director

Signature of ~~director~~/company secretary

Mark DAVIS

Name of director

Lucy Repasky

Name of ~~director~~/company secretary