

Deed of Company Arrangement

**Peko Rehabilitation Project Pty Ltd ACN 076 018 776
(Subject to Deed of Company Arrangement)**

and

**Martin Bruce Jones, Matthew David Woods and Clint Peter
Joseph (in their capacity as joint and several deed
administrators of Peko Rehabilitation Project Pty Ltd ACN
076 018 776 (Subject to Deed of Company Arrangement))**

and

**Oz Professionals 4 Pty Ltd in its own right and in its capacity
as trustee of the for the Chambour Family Trust ABN 679 300
264**

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Deed of Company Arrangement

Date 5 December 2024

Parties **Peko Rehabilitation Project Pty Ltd ACN 076 018 776 (Subject to Deed of Company Arrangement)**
of c/- KPMG, Level 8, 225 St Georges Terrace, Perth WA 6000
(Company)

Martin Bruce Jones, Matthew David Woods and Clint Peter Joseph, in their capacity as joint and several Deed Administrators of Peko Rehabilitation Project Pty Ltd ACN 076 018 776 (Subject to Deed of Company Arrangement)

of c/- KPMG, Level 8, 225 St Georges Terrace, Perth WA 6000

Oz Professionals 4 Pty Ltd in its own right and in its capacity as trustee of the for the Chambour Family Trust ABN 679 300 264

of c/o HWL Ebsworth, Level 20, 240 St Georges Terrace, Perth, WA 6000

(Proponent)

- Recitals
- A. The Administrators were appointed as the joint and several voluntary administrators of the Elmore Group on 6 February 2024 pursuant to section 436A of the Corporations Act.
 - B. On 26 July 2024, at meetings of creditors of the Elmore Group convened concurrently and pursuant to section 439A of the Corporations Act, the creditors of the Elmore Group resolved that the Elmore Group execute a deed of company arrangement substantively in the form of the Original Deed of Company Arrangement.
 - C. In accordance with section 444A(2) of the Corporations Act, on 16 August 2024 the Administrators were appointed as the joint and several deed administrators of the Original Deed of Company Arrangement.
 - D. On 11 October 2024 the Original Deed of Company Arrangement was extended until 31 December 2024.

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- E. On 29 November 2024, at a meeting of the Company's creditors, it was resolved that the Company enter into a deed of company arrangement on terms substantially in the form of this deed to vary and replace the Original Deed of Company Arrangement (insofar as it concerned the Company and the Administrators (in their capacity as joint and several deed administrators of the Company)).
- F. The Administrators consent to being the deed administrators of this deed.
- G. This deed has been prepared in compliance with the Administrators' obligations pursuant to section 444A(3) of the Corporations Act.
- H. Subject to the term of this deed, this deed binds all Creditors of the Company in accordance with section 444D of the Corporations Act, and also binds the Administrators, the Company and its Officers and Members in accordance with section 444G of the Corporations Act.
-

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed:

Administrators means Martin Bruce Jones, Matthew David Woods and Clint Peter Joseph in their former capacity as joint and several voluntary administrators of the Company and subsequently in their capacity as joint and several deed administrators of the Original Deed of Company Arrangement (including as varied by this deed).

Administrators' Expenses and Remuneration means:

(a) the remuneration payable to the Administrators for work performed by them, their partners, employees, contractors, advisers, delegates or agents, including with respect to acting as administrators of this deed and as determined in accordance with this deed and section 60-5 of the Insolvency Practice Schedule'; and

(b) expenses incurred by the Administrators.

Admitted Claims	means any Claim by a Participating Creditor against the Company that is admitted to proof by the Administrators in accordance with this deed or by the Trustees in accordance with the Trust Deed.
Admitted Creditor	means a Participating Creditor who has an Admitted Claim.
ASIC	means the Australian Securities and Investments Commission.
Business Day	means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in Perth, Western Australia.
Claim	means a debt payable by or a claim against the Company (present or future, certain or contingent, ascertained or sounding only in damages) whatsoever and however incurred and any fine or penalty to which the Company is subject or liable to be subject, arising directly or indirectly from any act or omission by the Company or by any agreement, circumstance or event occurring on or before the Relevant Date.
Commencement Date	means the date that the last party to this deed executes this deed.
Completion	means the performance of those matters contemplated by clause 6.
Conditions Subsequent	means those conditions in clause 6.1 and which conditions are to be satisfied pursuant to the completion process set out in clause 6.2, being: <ul style="list-style-type: none">(a) payment of the Deed Fund by the Proponent to the Administrators within 3 Business Days of the Commencement Date;(b) the Administrators removing the Current Directors from the Company and appointing the Proponent Nominees as the new Directors of the Company;(c) the Administrators removing the Current Secretary and appointing the Proponent Nominee as the new secretary of the Company; and(d) the Administrators executing the Trust Deed and the establishment of the Trust Fund.

Corporations Act	means the <i>Corporations Act 2001</i> (Cth) as amended, consolidated, supplemented or replaced from time to time.
Corporations Regulations	means the <i>Corporations Regulations 2001</i> (Cth) as amended, consolidated, supplemented or replaced from time to time.
Court	means any of the courts of Western Australia, the Federal Court of Australia and the High Court of Australia.
Creditor	means a person who, or entity that, has a Claim against the Company, the circumstances giving rise to which occurred on or before the Relevant Date.
Current Directors	means the Directors of the Company as at the Commencement Date.
Current Secretary	means the secretary of the Company as at the Commencement Date.
Deed Fund	means the payment in the sum of \$45,000 that must be made by the Proponent to the Administrators pursuant to clause 6.1(a) of this deed.
Deed Period	means the period commencing on the Commencement Date and ending on the Termination Date.
Director	means any person who is a director of the Company as defined in section 9 of the Corporations Act.
Effectuation or Effectuate or Effectuated	means the effectuation of this deed in accordance with clause 13.4 of this deed.
Elmore Group	means: <ul style="list-style-type: none">(a) Elmore Ltd ACN 057 140 922 (Subject to Deed of Company Arrangement);(b) Peko Iron Project Pty Ltd ACN 652 243 733 (Subject to Deed of Company Arrangement);

- (c) Peko Gold Lending Pty Ltd ACN 639 981 767 (Subject to Deed of Company Arrangement);
- (d) ICA Mining Pty Ltd ACN 629 874 246 (Subject to Deed of Company Arrangement);
- (e) Peko Bull Pty Ltd ACN 608 113 257 (Subject to Deed of Company Arrangement);
- (f) Peko Rehabilitation Project Pty Ltd ACN 076 018 776 (Subject to Deed of Company Arrangement);
- (g) Sitzler Savage Pty Ltd ACN 089 842 875 (Subject to Deed of Company Arrangement);
- (h) DHAAB Mining Pty Ltd ACN 640 269 709 (Subject to Deed of Company Arrangement);
- (i) Fratres Mining Pty Ltd ACN 639 981 507 (Subject to Deed of Company Arrangement),

and each or any of them as the context requires.

Employee	means any person who was or is presently employed by the Company.
End Date	means the 31 December 2024, or such later date as agreed to in writing between the Administrators and the Proponent.
Enforcement Process	has the same meaning as in the Corporations Act.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and related legislation and regulations as amended, consolidated, supplemented or replaced from time to time.
Insolvency Practice Rules	has the same meaning as in the Corporations Act.
Insolvency Practice Schedule	has the same meaning as in the Corporations Act.
Insured Claim	means a Claim which a Creditor has against the Company, which would have been entitled to priority in a liquidation of the Company under section 562 of the Act, where:

- (a) the Company is insured against the Claim under a contract of insurance (not being a contract of reinsurance) entered into before the Appointment Date; and
- (b) an amount in respect of that Claim would be payable by the insurer to the Company under the contract of insurance,

but only to the extent of such part of the Claim as would be discharged by the payment from the insurer and provided that the Creditor complies with the requirements of this deed relation to such a Claim.

Member	means any person or entity who is a member of the Company as defined in section 9 of the Corporations Act.
Officer	has the same meaning as in the Corporations Act.
Original Deed of Company Arrangement	means the Deed of Company Arrangement dated 16 August 2024 in respect of each of the entities comprising the Elmore Group.
Participating Creditor	means Creditors other than the Secured Creditors.
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth).
Prescribed Provisions	means those provisions which are prescribed for the purposes of section 444A(5) of the Corporations Act, namely, the provisions set out in clause 2 of Schedule 8A of the Corporations Regulations (but excluding regulations 3(c) and 11).
Priority Creditor	means a Participating Creditor with a Priority Creditor Claim against the Company.
Priority Creditor Claim	means a Claim against the Company as at the Relevant Date which (but only to the extent that), in a liquidation of the Company, would have been a Claim that was required to be paid in priority to all other unsecured debts or Claims in accordance with sections 556(1)(e) to (h), 560 or 561 of the Corporations Act, with the winding up taken to have begun on the Relevant Date.
Property	has the same meaning as in section 9 of the Corporations Act.

Proponent Nominees	means those persons nominated in writing by the Proponent to the Administrators to act as Directors or company secretary of the Company.
Relevant Date	means the date of appointment of the Administrators to the Company, being 6 February 2024.
Representatives	means, in relation to an Administrator or the Trustee, his or her firm, partners, employees, agents, advisers and consultants, and includes KPMG and its employees, agents, advisers and consultants.
Secretary	has the meaning imputed by section 204D of the Corporations Act.
Secured Creditor	means a Creditor with a Security Interest in respect of the Company to the extent that it holds a valid and enforceable Security Interest.
Security Interest	has the same meaning as in the Corporations Act, including without limitation: <ul style="list-style-type: none">(a) a security interest that is subject to the PPSA;(b) any other mortgage, charge, encumbrance, lien, pledge or hypothecation;(c) a bill of sale, assignment, title retention arrangement, trust or power held as security; or(d) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.
Shareholder	means a Member of the Company.
Shares	means the entire issued share capital in the Company.
Superannuation Guarantee Charge	has the same meaning as in the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth).
Termination Date	means the date on which this deed is terminated in accordance with clause 13 of this deed.

Trust	means the creditors' trust established under the Trust Deed, being the 'Peko Rehabilitation Creditors' Trust'.
Trust Deed	means the deed, in the form or substantially in the form of Schedule 1 to this deed, under which the Trustees are to hold the Trust Fund on trust for the Admitted Creditors.
Trust Fund	has the meaning given to that term in the Trust Deed.
Trustees	means the Administrators in their capacity as trustees of the Trust and includes any replacement trustees of the Trust appointed pursuant to the Trust Deed.

1.2 Interpretation

In this deed unless a contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (e) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.1(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this deed and a reference to this deed includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;

- (j) a reference to time is to Perth, Western Australia time;
- (k) in this deed a reference to any legislation includes all delegated legislation made under it and includes all amendments, consolidations, replacements or re-enactments of any of them, from time to time;
- (l) a reference to an agreement other than this deed includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (m) a reference to a document includes any agreement or contract in writing, or any certificate, notice, deed, instrument or other document of any kind;
- (n) a promise, agreement, representation or warranty by two or more persons binds them jointly and severally;
- (o) a provision of this deed may not be construed adversely to a party solely on the ground that the party was responsible for the preparation of this deed or the preparation or proposal of that provision;
- (p) a reference to a body, other than a party to this deed (including an institute, association or authority), whether statutory or not, which ceases to exist or 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;
- (q) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this deed do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
- (r) a reference to a day is to the period of time commencing at midnight and ending 24 hours later;
- (s) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day;
- (t) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5.00 pm on that day, it is taken to have occurred or been done on the next day; and
- (u) a reference to '\$', 'A\$', 'AUD', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia.

1.3 **Business Day**

If anything under this deed is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day unless otherwise agreed by the parties in writing.

1.4 Inconsistency with Act or Regulations

- (a) If there is any inconsistency between the provisions of this deed and the Corporations Act, the Corporations Regulations, the Insolvency Practice Schedule, or the Insolvency Practice Rules, this deed prevails to the extent permitted by law.
- (b) The Prescribed Provisions are included in this deed to the extent that they are not inconsistent with the provisions of this deed. In the event that a provision of this deed is the same or substantially the same as a Prescribed Provision, the terms of this deed prevail.

1.5 Other inconsistencies

If there is any inconsistency between the provisions of this deed and the constitution of the Company or any other obligation binding on the Company, the provisions of this deed prevail to the extent of any inconsistency, and all persons bound by this deed agree to sign all documents and do all things to remove such inconsistency, the costs of which will be paid out of the indemnity and/or lien provided under this deed.

2. Commencement and object of this deed

2.1 Effective date

This deed will be effective on and from the Commencement Date.

2.2 Condition precedent to the operation of this deed

It is a condition precedent to the operation of this deed that this deed, or counterparts hereof, be executed by all of the parties to this deed within 3 Business Days from the date that the creditors of the Company pass a resolution adopting the terms of this deed.

2.3 Interim Effect

To the extent that a person would be bound by the Original Deed of Company Arrangement, a person shall not, for the period between the date that the Company's creditors resolve to enter into this deed until this deed is executed and commences, do anything inconsistent with the terms of this deed unless such a party first obtains leave of a Court.

2.4 Object of this deed and Trust Deed

- (a) The objects of this deed and the Trust Deed are:
 - (i) to maximise the chances of the Company continuing in existence;

- (ii) to ensure that the Creditors of the Company are no worse off than what they would be in a liquidation; and
- (iii) to facilitate the execution of the Trust Deed and the implementation of the Trust;
- (b) From the date of execution of the Trust Deed and the implementation of the Trust in accordance with clause 7 of this deed:
 - (iv) Participating Creditors are to obtain entitlements under the Trust Deed in substitution for their Claims against the Company and their entitlements under this deed prior to that time; and
 - (v) the Trustees under the Trust Deed are to have the powers, duties and obligations in relation to the Trust Fund which are set out in the Trust Deed.

3. Nature of deed

3.1 All persons bound

Subject to clause 4 of this deed, this deed binds:

- (a) the parties to this deed;
- (b) in accordance with (and subject to) section 444D of the Corporations Act, all Creditors of the Company; and
- (c) in accordance with section 444G of the Corporations Act, the Company, its Officers and Members and the Administrators.

3.2 Restrictions on persons bound

During the Deed Period, subject to clause 4 of this deed:

- (a) the provisions in sections 440A, 440B and 440D of the Act will continue to apply as if the Company remained in Voluntary Administration; and
- (b) without limiting clause 3.2(a), a Creditor bound by this deed cannot:
 - (i) make or concur in an application for an order to wind up the Company;
 - (ii) proceed with an application to wind up the Company made before this deed became binding on that person;
 - (iii) begin, revive or continue or take any further steps:
 - (A) in any action, suit, mediation or proceeding against the Company or in relation to any of its property;

- (B) in respect of any Enforcement Process in relation to the Company's property;
- (C) in any arbitration against the Company or to which the Company is a party;
- (iv) take any action whatsoever to seek to recover any part of its claim from the Company; or
- (v) otherwise enforce any right it may have or acquire against the Company in respect of any Claim,

except in the case only of clauses 3.2(b)(iii)(A) and 3.2(b)(iii)(B) and only to the extent concerning Property, with leave of a Court and in accordance with such terms (if any) as a Court imposes.

- (c) For the purposes of this clause 3.2, "property" includes property used or occupied by, or in the possession of the Company.

3.3 Property available to pay the Admitted Claims

- (a) Subject to the terms of this deed and the Trust Deed, the property that will be available to pay the Admitted Claims of Participating Creditors will be the Deed Fund, to be distributed in accordance with the terms of the Trust Deed.
- (b) The Deed Fund, which will constitute the Trust Fund, will be distributed by the Trustees to pay the Admitted Claims of Participating Creditors in accordance with the terms of the Trust Deed.

3.4 Release and extinguishment of the Claims

Subject to clause 4:

- (a) all Participating Creditors having a Claim must accept their entitlements under this deed and the Trust Deed in full satisfaction and complete discharge of all Claims which they have, or claim to have, against the Company as at the Relevant Date;
- (b) on and from Completion:
 - (i) the Company will be released from the Claims of all Participating Creditors;
 - (ii) the Claims of all Participating Creditors will be extinguished as against the Company;
 - (iii) the Claims of Participating Creditors will be converted into an entitlement to claim against the Trust Fund (to the extent the Claims are Admitted Claims) in accordance with the terms of this deed and the Trust Deed;

- (iv) the Participating Creditors:
 - (A) will be entitled to lodge a proof of debt with the Trustees pursuant to the terms of the Trust Deed; and
 - (B) will accept their right to prove under the Trust Deed in full satisfaction and complete discharge of all Claims which they have or claim to have against the Company; and

3.5 Execution of documents

Subject to clause 4, the Participating Creditors shall, if required by the Company, the Administrators or the Trustees, execute any necessary documents, including forms of release of debts and Claims, as the Company, the Administrators or the Trustees may require from time to time in order to give effect to the releases provided by or referred to in clause 3.4 of this deed.

3.6 Bar to Claim by Participating Creditors

Subject to clause 4 and section 444D of the Corporations Act, this deed may be pleaded by the Company, the Administrators and the Trustees against the Participating Creditors as an absolute bar and defence to any legal proceeding brought or made at any time in respect of any Claim by the Participating Creditors.

3.7 Set-off

Participating Creditors may only exercise against the Company those rights of set-off or cross action to which the Participating Creditor would have been entitled under section 553C of the Corporations Act had the Company been wound up under the Corporations Act on the Relevant Date.

3.8 Attorney

Each Participating Creditor irrevocably appoints each Administrator to be their attorney with full power for and on behalf of and in the name of the Participating Creditor to do all acts and things and sign and execute all deeds, documents and notices as may be necessary or convenient for the purposes of the execution and delivery to the Company of the written release of the Claims of the Participating Creditor.

3.9 Share Capital

During the Deed Period:

- (a) a transfer of Shares in the Company;
- (b) an alteration in the status of a Shareholder; or
- (c) an issue of Shares in the Company,

is void, except where:

- (d) in accordance with any order of a Court; or
- (e) as contemplated by the terms of this deed.

4. Secured Creditors

- (a) Subject to:
 - (i) any Court order pursuant to section 444F(2) or 442C(2) of the Corporations Act; or
 - (ii) the provisions of this clause,

nothing in this deed shall restrict in any manner whatsoever any right that a Secured Creditor has to lawfully enforce, realise or otherwise deal with its Security Interest over all or any part of the property of the Company at any time, including during the course of this deed, to the extent permitted by section 444D(2) of the Corporations Act and except where the Secured Creditor votes in favour of the resolution to approve this deed.
- (b) For the avoidance of doubt, a Secured Creditor will not be entitled to participate in any distributions from the Trust and unless specified in this deed such Secured Creditor's Claim shall not be affected by this deed.

5. Director and Secretary resignation and co-operation

5.1 Directors remain in office until Effectuation

The Directors of the Company remain in office throughout the Deed Period unless they resign or are otherwise removed by the Administrators.

5.2 Officers to be removed from Effectuation

- (a) As and from Effectuation, control of the Company will revert to the board of the Company (as reconstituted in accordance with the Conditions Subsequent).
- (b) The Administrators will continue to maintain control of the Company in accordance with the terms of this deed until Effectuation.

5.3 Directors to assist

- (a) As soon as practicable after the Commencement Date, the Directors must, if they have not done so before the Commencement Date:
 - (i) deliver to the Administrators all books and records in their possession that relate to the Company; and

- (ii) if they know where other books and records relating to the Company are located, tell the Administrators where those books and records are located.
- (b) The Directors (whether they remain in office, are appointed or are removed in accordance with this clause 6) must:
 - (i) provide to the Administrators such assistance and co-operation as may be reasonably required by the Administrators in the exercise of the powers, functions and duties conferred on the Administrators by this deed and under the Corporations Act;
 - (ii) carry out and perform such functions and powers as may be delegated to them by the Administrators; and
 - (iii) perform their obligations pursuant to this deed.

5.4 No exercise of power without consent

Subject to clause 5.5, while the Company is subject to this deed, a person (other than the Administrators) cannot perform or exercise and must not purport to perform or exercise a function or power as a Director or Officer of the Company except with the prior written approval of the Administrators.

5.5 Statutory duties

While they remain Directors, the Directors of the Company will not be relieved of their statutory duties as Directors and for the avoidance of doubt, the Administrators will not be responsible for such statutory obligations during the Deed Period.

6. Completion

6.1 Conditions to Completion

Completion of this deed is conditional upon satisfaction of the following conditions (collectively, the **Conditions Subsequent**):

- (a) Payment of the Deed Fund by the Proponent to the Administrators within 3 Business Days of the Commencement Date, or such later time as agreed by the Proponent and Administrators in writing.
- (b) The Administrators removing the Current Directors from the Company and appointing the Proponent Nominees as the new Directors of the Company.
- (c) The Administrators removing the Current Secretary and appointing the Proponent Nominee as the new secretary of the Company.
- (d) The Administrators executing the Trust Deed and the establishment of the Trust Fund.

6.2 Completion process

At Completion, the following shall occur (but only if the Conditions Subsequent in clause 6.1 are or have been satisfied or waived at Completion, or have been satisfied or waived prior to Completion):

- (a) If it has not already occurred, the Deed Fund must be paid by the Proponent to the Administrators (in cleared funds and without set-off, counterclaim or deduction);
- (b) if it has not already occurred, the Administrators will:
 - (i) appoint the Proponent Nominees as Directors of the Company (subject to the receipt of consents to act signed by such office holders, where applicable); and
 - (ii) remove the Current Directors and Current Secretary from the positions of Director and Secretary and will remove any and all other office holders of the Company;
- (c) if it has not already occurred, the Administrators and the Company must each execute the Trust Deed;
- (d) the Administrators must transfer the Deed Fund to the Trustees for the purposes of and to be held and dealt with by the Trustees in accordance with the Trust Deed; and
- (e) the Company will execute and deliver to the Trustees any forms necessary to transfer the Deed Fund to the Trustees in their capacity as trustees of the Trust.

6.3 Satisfaction of Conditions Subsequent

- (a) All parties shall use their best endeavours to arrange for the Conditions Subsequent to be satisfied as soon as possible after execution of this deed, with the intention of satisfying the Conditions Subsequent by the End Date.
- (a) The Proponent may, at its absolute discretion, waive any of the Conditions Subsequent by a notice in writing to the Administrators.
- (b) The Proponent and the Administrators each undertake to use their reasonable endeavours to assist in satisfying the conditions in clause 6.1.

6.4 Interconnection

All things required by this deed to occur or be done at Completion are interconnected and Completion shall not be regarded as having occurred unless and until all such things are done.

6.5 End Date

The Conditions Subsequent must be satisfied or waived in accordance with clause 6.3 on or before the End Date.

6.6 Place of Completion

Completion may occur electronically by agreement between the Parties, but will otherwise take place at the offices of the Administrators in Perth, Western Australia.

7. Distribution of the Trust Fund

7.1 Trust

The Trustees will hold and administer the Trust Fund constituted in accordance with the Trust Deed on the terms of the Trust Deed and the *Trustees Act 1962 (WA)*. The parties acknowledge and agree that the Trust is to be created under the Trust Deed, not under this deed.

7.2 Distribution under Trust Deed

The Trustees shall distribute the Trust Fund pursuant to the Trust Deed in the order of priority set out in the Trust Deed.

8. Post-Completion matters

- (a) Following Completion, the Company shall:
 - (i) provide all reasonable assistance required by the Trustees for the purpose of assisting the Trustees to discharge their obligations and exercise their powers pursuant to the Trust Deed; and
 - (ii) permit the Trustees to inspect all books and records of the Company as they may require from time to time to perform their duties under the Trust Deed.
- (b) Clauses 1, 2, 3, 4, , 5, 7, 8, 9, 14, 15, 17, 18 and 20 and of this deed shall survive the termination of this deed in the event that this deed terminates pursuant to clause 13.4.

9. Ascertaining Claims

9.1 Ascertaining Claims

- (a) The Administrators shall consider the Claims of Participating Creditors for the purpose of deciding whether to admit them under this deed or under the Trust Deed, or both.
- (b) The Trustees shall consider any further Claims of Participating Creditors for the purpose of deciding whether to admit them under the Trust Deed.
- (c) Only the Admitted Claims of Participating Creditors will be admissible to proof under this deed and the Trust Deed.

9.2 Determining entitlements

The Administrators and the Trustees may, in their absolute discretion and subject to clause 9.3:

- (a) admit all or part of any Claim;
- (b) reject all or part of any Claim; and
- (c) pay any Admitted Claim,

in accordance with the provisions of this deed and the Trust Deed.

9.3 Provisions applicable

- (a) Subject to clause 9.3(b), and except to the extent (if any) they are otherwise excluded or modified by or are inconsistent with the terms of this deed and the Trust Deed, subdivisions A, B, C, D and E of Division 6 of Part 5.6 of the Corporations Act (other than sections 554A(3) to 554A(8) and section 556 of the Corporations Act (other than to the extent expressly incorporated)) and regulations 5.6.11A, 5.6.37, 5.6.39 to 5.6.43 (inclusive), 5.6.44 to 5.6.53 (inclusive) and 5.6.55 to 5.7.72 (inclusive) of the Corporations Regulations apply to this deed and the Trust Deed with such modifications as may be necessary, including:
 - (i) references to the *'liquidator'* to be read as references to the Administrators and the Trustees (as the case may be); and
 - (ii) references to *'winding up'* to be read as references to the operation and performance of this deed and the Trust Deed.
- (b) Notwithstanding any other provision of this deed or the Trust Deed, no provision of the Corporations Act, the Corporations Regulations, the Insolvency Practice Rules or the Insolvency Practice Schedule otherwise incorporated or applied by this deed or the Trust Deed requires any Administrator or Trustee to:

- (i) make any lodgement with ASIC or any other government agency or regulatory body; or
- (ii) publish any notice on the ASIC "Insolvency Notices" website (or such other prescribed manner for publication maintained under regulation 5.6.75 of the Corporations Regulations),

which, but for such incorporation of application of that provision by this deed or the Trust Deed, the Administrators or Trustees would not otherwise be required by law to so make or publish.

9.4 **Set-off**

- (a) Subject to clause 9.4(b) where there have been mutual credits, mutual debts or other mutual dealings between the Company and a Participating Creditor:
 - (i) an account must be taken of what is due from the one party to the other in respect of those mutual credits, mutual debts or other mutual dealings;
 - (ii) the sum due from one party is to be set off against any sum due from the other party;
 - (iii) only the balance of the account (if any) in favour of the Creditor as against the Company is to be admissible to proof pursuant to the Trust Deed.
- (b) A Participating Creditor is not entitled under clause 9.4(a) to claim the benefit of any set-off if, at the time of giving credit to the Company, or at the time of receiving credit from the Company, it had notice of the fact that the Company was insolvent.

9.5 **Abandonment of Claims**

A Participating Creditor shall be deemed to have abandoned its Claim if, before the declaration of a final dividend in accordance with the Trust Deed, the Participating Creditor:

- (a) fails to submit a formal proof of debt or Claim in respect of its Claim; or
- (b) having submitted a formal proof of debt or Claim in respect of the Participating Creditor's Claim which is rejected, the Participating Creditor fails to appeal to the Court against the rejection, within the time allowed for such an appeal under the Corporations Act, the Corporations Regulations or the *Trustees Act 1962* (WA).

9.6 **Superannuation contribution debts**

- (a) Pursuant to section 444DB of the Corporations Act, the Administrators and the Trustees must determine that the whole, or any particular part, of a debt by way

of superannuation contribution is not admissible to proof against the Company if:

- (i) a debt by way of Superannuation Guarantee Charge:
 - (A) has been paid; or
 - (B) is, or is to be, admissible to proof against the Company; and
 - (ii) the Administrators or the Trustees (as the case may be) are satisfied that the Superannuation Guarantee Charge is attributable to the whole, or that part, of the first-mentioned debt.
- (b) If the Administrators make a determination in accordance with clause 9.4(a), the debt by way of superannuation contribution is to be treated as extinguished as against the Company.

9.7 Section 444DA of the Corporations Act

For the avoidance of doubt and for the purposes of section 444DA of the Corporations Act, any Employee will retain a priority until Completion in respect of the assets of the Company and thereafter in respect of the assets of the Trust Fund at least equal to that they would have been entitled to if the property of the Company had been applied in accordance with sections 556, 559, 560 and 561 of the Corporations Act.

9.8 Insured Claims

- (a) If insurance is held by or on behalf of the Company in respect of an Insured Claim:
- (i) the Creditor may, in relation to its Insured Claim and notwithstanding that the Commencement Date has occurred, take action to recover the amount due in respect of the Insured Claim against the Company, but such action must not exceed what is necessary to obtain payment from the insurer;
 - (ii) to the extent that the Creditor is able, by settlement, arbitral award or judgment, to obtain payment from the insurer on account of the Insured Claim, the Creditor may retain that amount in full satisfaction of its Claim;
 - (iii) the Company is not required to provide assistance to a Creditor in relation to any Insured Claim under this clause or take any action in response to enforcement action taken by a Creditor in accordance with this clause; and
- (b) a Creditor in relation to any Insured Claim under this clause unconditionally and irrevocably indemnifies the Company against any and all demands, claims, suits, actions, damages, liabilities, losses, costs and expenses which may be made or brought against or suffered or incurred by the Company in connection with such Insured Claim. To the extent that the Creditor is unable to seek or obtain payment on account of its Insured Claim from the insurer (including,

without limitation, by reason of any excess or deductible applicable to the insurance policy, or failure by the Company to take action) this deed operates as a complete release and bar to that part of the Creditor's Insured Claim which has not been met by the insurer.

10. Role of the Administrators

10.1 Appointment

- (a) The Administrators are appointed to administer this deed.
- (b) The Administrators consent to and accept their appointment to administer this deed.
- (c) The appointment of the Administrators is a joint and several appointment.
- (d) The rights, privileged, functions and Powers may be exercised by the Administrators jointly or severally.

10.2 Role of Administrators

The Administrators:

- (a) will administer this deed in accordance with its terms and will exercise their powers and perform their functions and duties as agents for and on behalf of the Company; and
- (b) to the maximum extent permitted by law, will not be personally liable for:
 - (i) any debt, liability or other obligation which they or any Representative may incur on behalf of the Company; or
 - (ii) any loss or damage arising out of or in connection with any act, default or omission by the Administrators or any of their Representatives,in connection with the performance or exercise, or purported performance or exercise, of any of the Administrators' functions, powers or duties.

10.3 Responsibility for management of the Company

- (a) During the Deed Period, the Administrators will be responsible for the day-to-day management, control, supervision and administration of the Company's business and affairs.
- (b) During the Deed Period, the Administrators will retain sole power and control over the Deed Fund and will receive all moneys on behalf of the Company.

10.4 **Managerial control and retention of records**

- (a) Managerial control of the Company and its affairs will transfer from the Administrators to the Directors of the Company from the day this deed is terminated in accordance with clause 13.4 of this deed.
- (b) The Company must retain all required records relating to the period prior to the Relevant Date and the period between and including the Relevant Date and the Commencement Date and the Deed Period in accordance with section 286(2) of the Corporations Act.
- (c) The Administrators and the Trustees may at any time inspect the books and records of the Company and the Company authorises the Administrators, the Trustees and their employees to enter the premises of the Company on any Business Day between the hours of 9:00am and 5:00pm with no less than 24 hours prior notice for the purpose of conducting such an inspection and for the purpose of doing anything reasonably necessary or desirable in the exercise of their powers and discretions and the performance of their duties, obligations and responsibilities as Administrators under this deed and as Trustees under the Trust Deed.

10.5 **Applications to Court**

Nothing in this deed limits the rights of the Administrators, at any time during the Deed Period, to:

- (a) apply to the Court for directions or orders under section 447A(1) or 447C of the Corporations Act or section 90-15 of the Insolvency Practice Schedule; or
- (b) make an application to the Court under any other provision of the Corporations Act.

11. **Administrators' Powers**

11.1 **Responsibilities and Powers**

During the Deed Period, and without limitation to clause 10, the Administrators will be responsible for:

- (a) the supervision and administration of this deed; and
- (b) the continued management, operation and control of the business and affairs of the Company.

11.2 **Examples of Administrators' powers**

Without limiting the generality of clauses 10 and 11.1 of this deed, the Administrators have the following powers during the Deed Period (together with any additional powers conferred by the terms of this deed):

- (a) to take possession of, or do all such things as are necessary to take possession of the property or monies in, or the property or monies obliged to be paid to the Company, and all property, rights, assets and interests the proceeds of which are to form part of the property of the Company;
- (b) obtain any information from the Directors or any servant or agent of or adviser to the Company, the Creditors or any other person as they may require to perform their duties under this deed;
- (c) inspect all books and records of the Company as they may require to perform their duties under this deed;
- (d) to administer the Deed Fund for the payment of Admitted Claims in accordance with the provisions of this deed;
- (e) to convene and hold meetings of the Creditors of the Company for any purpose that the Administrators shall think fit;
- (f) to make interim or final or other distributions of the monies in the Deed Fund for the payment of the Administrators' Expenses and Remuneration and Admitted Claims as provided in this deed and the Trust Deed;
- (g) to appoint an agent (or agents) to attend to any matter that the Administrators might attend to under the deed and which the Administrators are unable to do or it is unreasonable to expect the Administrators to do in person;
- (h) to appoint a solicitor, accountant, barrister or other professionally qualified person or persons to assist the Administrators;
- (i) to open and maintain a bank account or accounts for giving effect to the purposes of the deed and to permit any person authorised by the Administrators to operate on any such account or accounts;
- (j) to pay the Deed Fund (or any part of it) into an account of the sort referred to above at clause 11.2(j);
- (k) to require the Company's Directors to do all acts and execute in the name and on behalf of the Company all deeds, receipts and other documents necessary to give effect to the terms of this deed;
- (l) to sell, encumber, control, realise, compromise, forgive, invest, administer, call in, collect, convert, lease or let on hire, take possession and in any way deal with any or all of the property, rights, assets, choses in action and interests comprising the Company's property or the proceeds of which are to form part of the Company's property;
- (m) to do anything that is incidental to exercising a power set out in this clause 11.2 including using the Company's common or official seal;
- (n) any of the rights, powers, privileges, functions, authorities and discretions stated in the Prescribed Provisions;

- (o) any of the rights, powers, privileges, functions, authorities and discretions conferred by the Company's constitution (if any) or otherwise by law on its Directors;
- (p) any of the rights, powers, privileges, functions, authorities and discretions conferred on the Administrators by the Corporations Act or Corporations Regulations or by operation of law; and
- (q) to do anything else that is necessary or convenient for the purposes of administering this deed.

12. Meetings of Creditors

12.1 Convening meetings

The Administrators may convene a meeting of Creditors:

- (a) from time to time in accordance with section 75 of the Insolvency Practice Rules;
- (b) when required to do so under section 75 of the Insolvency Practice Rules;
- (c) for the purpose of considering and approving the Administrators' remuneration for their services as administrators of this deed;
- (d) for the purpose of considering any proposed variation of this deed or termination of this deed;
- (e) if they consider in their discretion that the objectives of this deed cannot be met, or are not being pursued in a timely manner; or
- (f) if they consider in their discretion that it is no longer practicable or desirable to implement this deed.

12.2 Meeting to consider variation

- (a) Without limiting the operation of section 445C or section 445E of the Corporations Act or section 75 of the Insolvency Practice Rules, the Administrators must:
 - (i) convene a meeting of the Company's Creditors to consider any resolutions under:
 - (A) section 445C(b) of the Corporations Act terminating the deed; further and alternatively
 - (B) section 445A of the Corporations Act varying the deed; and
 - (ii) at the same time as giving the Company's Creditors notice in writing of that meeting, give the Company's Creditors:

- (A) a current report of the position of the Company accompanied by such financial statements as the Administrators consider fit; and
- (B) a statement setting out the Administrators' opinion on whether it is any longer practicable or desirable to continue this deed and that the deed will be terminated or varied if the Company's Creditors so resolve.

12.3 How meeting is convened

A meeting convened under this clause will be convened in the manner prescribed by section 75 of the Insolvency Practice Rules.

12.4 Meeting procedures

Except to the extent that the Insolvency Practice Schedule and the Insolvency Practice Rules may be inconsistent with the provisions of this deed, Division 75 of the Insolvency Practice Schedule and Division 75 of the Insolvency Practice Rules apply to meetings of Creditors convened under this deed, with such modifications as are necessary to refer to the Administrators.

12.5 Reporting

Except as required by this deed or by law, the Administrators are not required to report to Creditors. However, the Administrators will advise all Creditors of the date of the termination of this deed and may, in their sole discretion, otherwise report to Creditors during the Deed Period at such times as the Administrators consider appropriate and on matters which the Administrators consider ought to be brought to the attention of Creditors.

13. Termination of deed

13.1 Termination generally

This deed will continue in operation until it is terminated:

- (a) by an order of the Court under section 445D of the Corporations Act; or
- (b) by a resolution of the Creditors at a meeting convened under section 75 of the Insolvency Practice Rules; or
- (c) by Effectuation pursuant to clause 13.4.

13.2 Automatic termination

This deed will automatically terminate in the circumstances provided for in clauses 13.1(a) and 13.1(b).

13.3 Consequences of automatic termination of this deed

Upon termination of this deed under clause 13.2 and if section 446AA of the Corporations Act does not apply:

- (a) then within 14 days so much of the Company's Property as remains and is not needed to satisfy any claim by the Administrators under the indemnity and/or lien in clause 15.2 will be returned to the Company. For the avoidance of doubt, the Administrators Remuneration and Expenses include such remuneration and costs arising in connection with any application to a Court to terminate, void, or invalidate this deed pursuant to sections 445D, 445G, 447A of the Corporations Act or Division 90 Subdivision B of the Insolvency Practice Schedule;
- (b) the powers, functions, duties, obligations and responsibilities of the Administrators under this deed will end; and
- (c) the Administrators will be released and discharged as deed administrators of this deed and from all obligations, duties and responsibilities imposed upon the Administrators by virtue of their appointment under this deed.

13.4 Termination of deed by Effectuation

- (a) This deed shall terminate automatically after Completion unless the time for such termination is extended by agreement between the Proponent and the Administrators in writing prior to such termination occurring (in which case, this deed shall terminate at the time so agreed).
- (b) Upon the termination of this deed pursuant to clause 13.4(a), the Administrators must:
 - (i) certify to that effect in writing and must within 28 days lodge with ASIC a notice of termination of this deed in substantially the following form:

'We, Martin Bruce Jones, Matthew David Woods and Clint Peter Joseph of KPMG, Level 8, 235 St Georges Terrace, Perth Western Australia 6000 as joint and several administrators of the deed of company arrangement pertaining to Peko Rehabilitation Project Pty Ltd ACN 076 018 776 (subject to deed of company arrangement, certify that this deed has been wholly effectuated.'

or, in the alternative, lodge a Form 5056 with ASIC; and

- (ii) deliver to the Company a copy of the notice referred to at clause 13.4(b)(i).

13.5 Effect of termination

- (a) The termination of this deed will not affect the previous operation of this deed or the enforceability of any accrued obligations under the deed.

- (b) On termination of this deed in accordance with clause 13.4 of this deed, the Administrators will return the Company's books and records to the Company, to the extent those books and records are in the Administrators' possession.

14. Remuneration

Subject to section 60-5 of the Insolvency Practice Schedule and clause 14(b) below, the Administrators, their partners and employees will be remunerated and reimbursed up to \$30,000 from the Deed Fund to pay the Administrators' Expenses and Remuneration (or such other amount as approved from time to time under Division 60 of the Insolvency Practice Schedule, or by a resolution of Creditors).

15. Administrators' liabilities and indemnity

15.1 Limitation of Administrators' liability

Subject to the Corporations Act and to the extent permitted by law, in the performance or exercise, or purported performance of exercise, of any of the Administrators' functions, powers and duties under this deed, except in the case of fraud, unlawful or dishonest conduct, the Administrators will not be personally liable for:

- (a) any debt, liability or other obligation which the Administrators may incur on behalf of the Company pursuant to this deed;
- (b) any loss or damage caused by any act, default or omission by the Administrators or on behalf of the Administrators in the performance of the Administrators powers, functions and duties under this deed; or
- (c) any debt payable or liabilities incurred by the Company after the Commencement Date including any amounts payable by the Administrators for services rendered, goods bought or property hired, leased, used or occupied by or on behalf of the Company.

15.2 Administrators' indemnity

- (a) The Administrators are entitled to be indemnified out of the Deed Fund for the Administrators' Expenses and Remuneration.
- (b) The Administrators are not entitled to an indemnity out of the property of the Company or the Deed Fund against any claims arising out of any fraudulent or grossly negligent act or omission by the Administrators or the Administrators' partners or employees.
- (c) The indemnity under this clause shall not:
 - (i) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrators, and extends to all

- actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Administrators, the approval and execution of this deed or otherwise; or
- (ii) affect or prejudice any or all rights that the Administrators may have against the Company or any person to be indemnified against the costs, charges, expenses and liabilities incurred by the Administrators by or incidental to the exercise or performance of any of the powers or authorities conferred on the Administrators by this deed or otherwise.
- (d) The Administrators' right of indemnity conferred by this clause has priority over the Claims of any Creditor or all Creditors generally (including, to the extent permitted by law, any Priority Creditor's Claims).
 - (e) The Administrators are entitled to exercise the Administrators' right of indemnity conferred by this deed whether or not the Administrators have paid or satisfied the Admitted Claims.
 - (f) The Administrators are entitled to exercise a lien on the Deed Fund to secure the Administrators' right of indemnity under this deed and otherwise at law and in equity.
 - (g) Nothing in this deed affects or limits the operation of Subdivision B of Division 9 of Part 5.3A of the Corporations Act, which is to apply with all necessary modifications to the Administrators' voluntary administration of the Company and subsequent administration of this deed.

16. Resignation and removal of the Administrators

- (a) The appointment of an Administrator may be terminated by resignation in writing signed by the relevant Administrator and tendered to the Creditors or by a resolution at a meeting of Creditors passed by a majority of the Creditors in both number and value.
- (b) In the event of the death of all of the Administrators or in the event of their appointment being terminated in accordance with this deed, the Creditors shall have the power by resolution at a meeting of Creditors passed by a majority of the Creditors in both number and value who are present and voting at that meeting to appoint a substitute administrator or administrators to carry out their duties.
- (c) Nothing in this clause affects the Administrators' accrued right to:
 - (i) remuneration, reimbursement and/or indemnity pursuant to this deed, by other agreement with the Proponent or at law or in equity; or
 - (ii) the Administrators' lien securing payment of the Administrators' Expenses and Remuneration pursuant to this deed or at law or in equity.

17. Goods and services tax

- (a) Words used in this clause 17 which have a defined meaning in the GST Act have the same meaning as in the GST Act unless the context indicates otherwise.
- (b) Unless expressly included, the consideration for any supply under or in connection with this deed does not include GST.
- (c) To the extent that any supply made under or in connection with this deed is a taxable supply, the recipient must pay, in addition to the consideration provided under this deed for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.
- (d) The supplier must issue a tax invoice to the recipient of a taxable supply to which clause 17(c) applies no later than 7 days following payment of the GST inclusive consideration for that supply under that clause.
- (e) If any party is entitled under this deed to be reimbursed or indemnified by any other party for a cost or expense incurred in connection with this deed, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the party being reimbursed or indemnified, or by its representative member.

18. Taxation and superannuation liability

The Company shall at all times during the Deed Period ensure that all liabilities under any Commonwealth or State legislation that imposes a taxation liability on the Company are met, including but not limited to the *Income Tax Assessment Act 1936* (Cth) and the *Taxation Administration Act 1953* (Cth), which accrues on or after the date the Administrators were appointed, and on or before the Termination Date.

19. Notices

19.1 Notice to be in writing

Any notice or document required to be given to or served upon any of the parties pursuant to or in connection with the deed must be in writing.

19.2 Signing of Notice

Any notice or document may be given or signed on behalf of the party giving or serving the same by a Director, Secretary or other duly authorised person thereof.

19.3 How notice must be given and when notice is received

- (a) Any notice or document must be given by one of the methods set out in the table below.
- (b) A notice or document is regarded as given and received at the time set out in the table below.

However, if this means the notice or document would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the notice or document will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre-paid post	When it would have been delivered in the ordinary course of post
By email to the nominated email address (set out in the details for each party to this deed)	When the email (including any attachment) has been sent to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been addressed to the addressee).

19.4 Notice must not be given by electronic communication

A notice or document must not be given by electronic means of communication (other than email in accordance with clause 19.3).

20. General

20.1 Governing Law

This deed shall be governed by and construed in accordance with the laws in force in the State of Western Australia. Any action or proceeding arising out of or in connection with this deed shall be instituted or brought in a Court in Perth, Western Australia.

20.2 Variation of this deed by Creditors

This deed may only be varied by a resolution passed at a meeting of the Creditors convened in accordance with Division 75 of the Insolvency Practice Schedule, but only if

the variation is not materially different from a proposed variation set out in a notice of meeting.

20.3 **Severance**

Notwithstanding anything contained in any provision of this deed, if any such provision shall be held or found to be void, invalid or otherwise unenforceable, such provision shall be deemed to be severed from this deed to the extent only that it is void, invalid or unenforceable but the remainder of any such provision and this deed shall remain in full force and effect.

20.4 **Counterparts**

This deed may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon the same instrument. Delivery of a counterpart of this document by email attachment or fax constitutes an effective mode of delivery but, without limiting the effectiveness of such delivery at that time, the Company, the Administrators and the Proponent must deliver an original executed counterpart to one another prior to Completion.

20.5 **Entire Agreement**

This deed contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

20.6 **Waiver**

No failure to exercise and no delay in exercising any right, power or remedy under this deed will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

20.7 **Further assurances**

Each party must, at its own expense (unless otherwise expressly provided for in this deed), do all things and execute all further documents reasonably necessary to give full effect to this deed and the transactions contemplated by it.

20.8 **Exercise of rights**

A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

20.9 Remedies cumulative

Except as provided in this deed and permitted by law, the rights, powers and remedies provided in this deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this deed.

20.10 Time

Time is of the essence of this deed in all respects.

Signing page

Executed as a deed

Signed, sealed and delivered by Martin Jones as Deed Administrator of Peko Rehabilitation Project Pty Ltd ACN 076 018 776 (Subject to Deed of Company Arrangement) in the presence of:



Signature of witness



Signature of Martin Jones



Full name of witness (print)



Date



Address of witness (print)

Signed, sealed and delivered by Martin Bruce Jones:



Signature of witness



Signature of Martin Bruce Jones



Full name of witness (print)



Address of witness (print)

**Signed, sealed and delivered by
Matthew David Woods:**

Emilija

Signature of witness



Signature of Matthew David Woods

Emilija Hristova

Full name of witness (print)

c/- KPMG, 233 St Georges Tce Perth WA

Address of witness (print)

**Signed, sealed and delivered by Clint
Peter Joseph:**

Emilija

Signature of witness



Signature of Clint Peter Joseph

Emilija Hristova

Full name of witness (print)

c/- KPMG, 233 St Georges Tce Perth WA

Address of witness (print)

**Executed by Oz Professionals 4 Pty Ltd
ACN 104 976 703 as trustee for the
Chambour Family Trust ABN 95 880174
785 in accordance with section 127 of the
Corporations Act 2001 (Cth) by:**

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

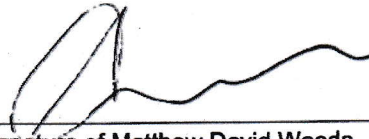
Date

Date

Signed, sealed and delivered by
Matthew David Woods:



Signature of witness



Signature of Matthew David Woods

Emilija Hristova

Full name of witness (print)

c/- KPMG, 233 St Georges Tce Perth WA

Address of witness (print)

Signed, sealed and delivered by Clint
Peter Joseph:



Signature of witness



Signature of Clint Peter Joseph

Emilija Hristova

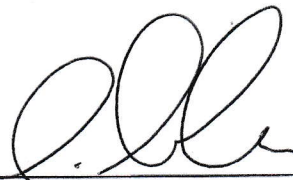
Full name of witness (print)

c/- KPMG, 233 St Georges Tce Perth WA

Address of witness (print)

Executed by Oz Professionals 4 Pty Ltd
ACN 104 976 703 as trustee for the
Chambour Family Trust ABN 95 880174
785 in accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Signature of Director



Signature of Director/Company Secretary

Full name (print)

Ibrahim Chambour

Full name (print)

Date

Date

05/12/2024