



*Execution version*

# **Jervois Creditors' Trust Deed**

## **BETWEEN**

David Alexander Hardy, Gayle Louise Dickerson and Ian Phillip Sutherland in their capacities as Joint and Several Deed Administrators of the Parent and Australian Entities Listed in Schedule 1

## **AND**

David Alexander Hardy, Gayle Louise Dickerson and Ian Phillip Sutherland in their capacities as Joint and Several Trustees of the Parent and Australian Entities Listed in Schedule 1

## **AND**

Jervois Global Limited (Subject to Deed of Company Arrangement) (ACN 007 626 575)

## **AND**

The Australian Entities Listed in Schedule 1

## **AND**

Millstreet Capital Management, LLC, as investment manager and/or sub-manager or advisor, on behalf of certain investment funds and managed accounts

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## Dated

9 May 2025 AEST (May 9, 2025 New York Time)

## Parties

**David Alexander Hardy, Gayle Louise Dickerson and Ian Phillip Sutherland in their capacities as Joint and Several Deed Administrators of the Parent and Australian Entities Listed in Schedule 1**

of c/- KPMG, Tower 2, Collins Square, 727 Collins Street, Melbourne VIC 3000

(***“Deed Administrators”***)

**David Alexander Hardy, Gayle Louise Dickerson and Ian Phillip Sutherland in their capacities as Joint and Several Trustees of the Parent and Australian Entities Listed in Schedule 1**

of c/- KPMG, Tower 2, Collins Square, 727 Collins Street, Melbourne VIC 3000

(***“Trustees”***)

**Jervois Global Limited (Subject to Deed of Company Arrangement) (ACN 007 626 575)**

of c/- KPMG, Tower 2, Collins Square, 727 Collins Street, Melbourne VIC 3000

(***“Parent” and “Deed Company”***)

**Each of the Australian Entities Listed in Schedule 1**

of c/- KPMG, Tower 2, Collins Square, 727 Collins Street, Melbourne VIC 3000

(together with the ***Parent***, collectively, the ***“Deed Companies”*** and each a ***“Deed Company”***)

**Millstreet Capital Management, LLC, as investment manager and/or sub-manager or advisor, on behalf of certain investment funds and managed accounts**

c/- Mills Oakley Lawyers, Level 7, 151 Clarence Street, Sydney NSW 2000

(***“Deed Proponent”***)

## Background

- A. On the Appointment Date, David Hardy and Gayle Dickerson were appointed as Administrators of the Deed Companies pursuant to Part 5.3A of the Act.
- B. At a meeting held on 30 April 2025 and convened pursuant to section 439A of the Act, the Creditors resolved pursuant to section 439C(a) that the Deed Companies execute the DOCA proposed by the Deed Proponent.
- C. On 9 May 2025, the Deed Administrators, the Deed Companies and the Deed Proponent executed the DOCA pursuant to section 444B(2)(b) of the Act.
- D. The DOCA provides for the establishment of the Jervois Creditors' Trust for the benefit of Admitted Creditors. The Deed Fund will be applied by the Deed Administrators and transferred to the Trustees to settle the Jervois Creditors' Trust in accordance with the DOCA.
- E. The Deed Companies and the Trustees enter into this Deed as contemplated by the DOCA in order to facilitate a distribution by the Trustees to the Admitted Creditors in their capacity as beneficiaries of the Jervois Creditors' Trust.

## Operative provisions

### 1 Interpretation

#### 1.1 Definitions

In this Deed, terms defined in the DOCA have the same meaning when used in this Deed unless otherwise defined in this Deed or otherwise required by the context or the subject matter, and:

**Costs** means costs, charges and expenses, including those incurred in connection with advisers, and the performance of the Trustee's duties, obligations and responsibilities under the Act and this Deed during the Administration Period and Deed Period.

**Deed** means this Jervois Creditors' Trust Deed, as amended from time to time.

**DOCA** means the deed of company arrangement executed on 9 May 2025 by the Deed Companies, the Deed Proponent, and the Administrators in accordance with the resolution referred to in Recital C of this Deed.

**Final Dividend** means the last Dividend payment to be made by the Trustees to any Admitted Creditor under this Deed.

**Jervois Creditors' Trust Fund** means the fund contemplated by clause 3 of this Deed.

**Parties** means the Deed Administrators, Trustees, Deed Proponent, Parent and the Australian Entities.

**Remuneration** means the remuneration payable to the Trustees under this Deed.

**Superannuation Guarantee Charge** has the same meaning as in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

**Trustee Act** means the *Trustee Act 1958* (Vic).

**Trustees' Costs** means the costs, charges and expenses, incurred by the Trustees in connection with the performance of their duties, obligations and responsibilities as Trustees of the Trust, including those incurred in connection with advisers.

**Trustees' Remuneration** means the remuneration of the Trustee as provided for in clause 14.1.

**Trust Termination Date** means the date the Jervois Creditors' Trust is terminated pursuant to clause 16.

#### 1.2 Interpretation

In this Deed, the following rules of interpretation apply unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of this Deed;
- (b) terms defined in or for the purposes of the Act have the same meaning when used in this Deed;
- (c) words importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:

- (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
- (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
- (iii) a Party includes that Party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee and further includes any person claiming on behalf of or under or through a Party to this Deed;
- (iv) a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (v) a clause, term, party, schedule or annexure is a reference to a clause or term of, or party, schedule or annexure to this Deed;
- (vi) this Deed includes all schedules and annexures to it;
- (vii) a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (viii) a body, other than a Party to this Deed (including an institute, association or authority), whether statutory or not:
  - (A) which ceases to exist; or
  - (B) 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.
- (ix) '\$', 'AU\$' or 'dollar' is to Australian currency unless denominated otherwise; and
- (x) any time is, unless otherwise indicated, a reference to that time in Melbourne, Australia.
- (g) an obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
- (h) if the day on which any act is to be done under this Deed is a day other than a Business Day, that act must be done on or by the immediately succeeding Business Day except where this Deed expressly specifies otherwise.
- (i) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Deed or any part of it; and
- (j) if there is any conflict between the body of this Deed and its schedules and annexures the terms of the main body of this Deed will prevail.

### 1.3 Inconsistency

- (a) If there is any inconsistency between the provisions of this Deed, the Act, the Regulations, the IPS, or the IPR, or the DOCA, this Deed prevails to the extent permitted by law.
- (b) For the avoidance of doubt, this Deed does not impact or derogate from the legal effect of the Plan, Confirmation Order and any other order made in the Chapter 11 Cases.

## **1.4 Business Days**

To the extent the timing of any act, matter or thing is to be done as required by this Deed is also by reference to a time period in the Act, then the reckoning of time is to be calculated by reference to Business Days in Melbourne, Victoria, or Sydney, New South Wales.

## **2 Commencement of this Deed**

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The Jervois Creditors' Trust will come into effect and the Deed Administrators will act as Trustees pursuant to the terms of this Deed immediately upon Completion occurring.

## **3 The Jervois Creditors' Trust**

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### **3.1 Jervois Creditors' Trust Fund**

The Jervois Creditors' Trust Fund will comprise:

- (a) the following property which is to be applied by the Deed Administrators and transferred to the Trustees at Completion, in accordance with the DOCA:
  - (i) the Settlement Sum; and
  - (ii) the Deed Fund; and
- (b) such interest as may be earned on the Jervois Creditors' Trust Fund.

### **3.2 Property Available for Creditor Claims**

For the avoidance of doubt, the property forming part of the Jervois Creditors' Trust Fund under clause 3.1 is the sole property available to pay Admitted Claims of Creditors.

## **4 Declaration of Jervois Creditors' Trust**

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### **4.1 Appointment**

- (a) On and from Completion, the Creditors and the Deed Administrators appoint the Trustees as trustees of the Jervois Creditors' Trust on the terms and conditions contained in this Deed.
- (b) Subject to the terms of this Deed, the appointment of the Trustees is irrevocable.
- (c) The Trustees accept and agree to their appointment as trustees of the Jervois Creditors' Trust.

### **4.2 Declaration**

The Trustees acknowledge and declare that they will hold the Jervois Creditors' Trust Fund on trust for the Creditors on the terms of this Deed.

### **4.3 Name of the Trust**

The trust constituted by this Deed will be called the "Jervois Creditors' Trust".

### **4.4 Objects of the Trust**

The Trustees shall receive and hold the Jervois Creditors' Trust Fund on trust for the benefit of the Creditors and will distribute the Jervois Creditors' Trust Fund in accordance with the terms of this Deed.

## **5 Distribution of the Jervois Creditors' Trust Fund**

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### **5.1 Distribution**

- (a) Provided that each Creditor has an Admitted Claim, the Jervois Creditors' Trust Fund will be available for distribution to the Creditors as follows:

- (i) First, to the Trustees, for their Remuneration and Trustees' Costs.
  - (ii) Second, to Eligible Employee Creditors, to the extent they are not Continuing Employees, will be paid in full, in respect of their Priority Claims.
  - (iii) Third, a Dividend in the amount of (1) dollar to each holder of a Rejected Contract Claim which is an Admitted Claim.
  - (iv) Fourth, a Dividend of up to 100 cents in the dollar for Admitted Creditors (excluding Rejected Contract Claims), on a pari passu basis to the extent they are not assumed by NewCo, otherwise paid by NewCo, the Deed Proponent or any Related Party of NewCo for and on behalf of the relevant Deed Company.
  - (v) Fifth, any surplus remaining in the Jervois Creditors' Trust Fund is to be distributed to the Parent to be applied in accordance with the Post-DOCA Budget and clause 12.8(b) of the DOCA.
- (b) No distributions will be made in respect of a Claim unless it is an Admitted Claim as adjudicated in accordance with the terms of this Deed.
- (c) The Trustees may distribute the Jervois Creditors' Trust Fund in one or more instalments at such times as determined by the Trustees in their absolute discretion, including making distributions (whether interim or final) under any subclause of this clause 5.1 on the basis that the Trustees have retained sufficient funds to ensure that any payments to be made under a subclause of this clause 5.1 with a higher priority may be made when the time comes to do so.
- (d) Subject to clause 5.1(e) as soon as practicable after the passing of any deadline by which Creditors were to submit proofs of debt, any portion of the Jervois Creditors' Trust Fund held on account of any Priority Claims of a particular Continuing Employee, will be promptly transferred to NewCo.
- (e) Clause 5.1(d) is subject to:
- (i) clause 5.1(c); and
  - (ii) receipt of written notice from the New JRV Employer confirming that:
    - (A) the Continuing Employee has signed a Continuing Employee Contract; and
    - (B) clause 12.11 of the DOCA has been complied with.

## 5.2 Postponement

Should legal proceedings be brought by any person in respect of the distribution of the Jervois Creditors' Trust Fund, the Trustees may, upon consultation with the Deed Proponent postpone the payment of any distribution until determined by the Trustees.

## 5.3 Unclaimed Moneys

In the event that the Trustees, for any reason, are unable to locate an Admitted Creditor, or if any cheque sent by the Trustees to an Admitted Creditor has not been presented within 6 months, then:

- (a) the Trustees shall stop payment of that cheque;
- (b) the moneys represented by that stopped cheque or held by the Trustees on behalf of the Admitted Creditor shall be paid to ASIC; and
- (c) the provisions of sections 544(1) and 544(3) of the Act will apply, with such modifications as are necessary to such payment, as if references in those sections to 'liquidator' were references to the 'Trustees'.

## 5.4 Surplus of Jervois Creditors' Trust Fund

Following the Final Dividend to Admitted Creditors, any surplus remaining in the Jervois Creditors' Trust Fund is to be transferred to NewCo.

## 6 Trustees' duties and powers

### 6.1 Trustees' duties

The Trustees must:

- (a) collect, sell or otherwise realise the property held on trust (including, to avoid doubt, any causes of action forming part of the Jervois Creditors' Trust Fund), to the extent and in a manner the Trustees believe is appropriate; and
- (b) distribute the Jervois Creditors' Trust Fund in accordance with clause 5.1 of this Deed.

### 6.2 Trustees' powers

- (a) Without limiting the Trustees' powers under the Trustee Act or under any law with respect to trustees, for the purpose of performing their duties under this Deed, the Trustees have all of the rights, powers, discretions and remedies granted by law to the Trustees including the power to:
  - (i) to the extent that they have not done so already in their capacity as Deed Administrators, determine the Claims of Creditors and admit or reject Claims to proof in accordance with the terms of this Deed;
  - (ii) administer and distribute the Jervois Creditors' Trust Fund in accordance with the terms of this Deed;
  - (iii) sell, reinvest or otherwise deal with the assets of the Jervois Creditors' Trust Fund;
  - (iv) perfect title in any assets of the Jervois Creditors' Trust Fund;
  - (v) insure any assets of the Jervois Creditors' Trust Fund;
  - (vi) ensure that the obligations of the Deed Company and the Deed Proponent under the DOCA and this Deed are fulfilled, and to take such legal proceedings or other steps as the Trustees think fit to enforce those obligations;
  - (vii) to convene and hold meetings of the Admitted Creditors for any purpose as the Trustees see fit;
  - (viii) fulfil the Trustees' obligations under this Deed;
  - (ix) enforce compliance with the terms of this Deed;
  - (x) make interim or other distributions of the Jervois Creditors' Trust Fund;
  - (xi) appoint agents to do any business or attend to any matter or affairs of the Jervois Creditors' Trust that the Trustees are unable to do, or that it is unreasonable to expect the Trustees to do, in person;
  - (xii) appoint solicitors, accountants or other professionally qualified persons to assist the Trustees;
  - (xiii) accept the transfer of any shares, stocks, debentures, debenture stock, annuities, bonds, obligations or other securities of whatever nature that may at any time be transferred to the Trustees;
  - (xiv) to enter upon or take possession of the Jervois Creditors' Trust Fund and to collect and distribute revenue or income from or interest on the Jervois

Creditors' Trust Fund and exercise any rights or powers to any part of the Jervois Creditors' Trust Fund;

- (xv) to bring, prosecute and defend any claim, action, suit or proceeding, which power includes the power to bring and defend any claim, counter-claim, set-off, action, suit or proceeding, to enforce any right, claim or cause of action that forms part of the Jervois Creditors' Trust Fund, and to that end:
  - (A) to issue or accept service of any writ, summons or other legal process and to appear or be represented in any court and before all wardens, magistrates or judicial or other officers as the Trustees think fit and to commence or defend and conduct any action or other proceeding in any court of justice in relation to the Jervois Creditors' Trust Fund and any claim, proceeding or action forming part of the Jervois Creditors' Trust Fund and to prosecute, discontinue, compromise, stay, terminate or abandon that proceeding or action as the Trustees see fit;
  - (B) to appoint any solicitor and/or counsel to prosecute or defend in those proceedings as the Trustees see fit; and
  - (C) to take any other lawful ways and means for the recovery or getting in any of the Jervois Creditors' Trust Fund;
- (xvi) to permit any person authorised by the Trustees to operate any account in the name of the Jervois Creditors' Trust;
- (xvii) to do all acts and execute in the name of and on behalf of the Jervois Creditors' Trust all deeds, receipts and other documents;
- (xviii) to draw, accept, make or endorse any bill of exchange or promissory note in the name of or on behalf of the Jervois Creditors' Trust;
- (xix) subject to the Act, prove in the bankruptcy, winding up of or under any scheme of arrangement entered into by, or deed of company arrangement executed by, any contributory or debtor of the Jervois Creditors' Trust;
- (xx) to bring or defend an application for the vesting or winding up of the Jervois Creditors' Trust;
- (xxi) to report to the Admitted Creditors from time to time;
- (xxii) do anything that is incidental to exercising a power set out in this clause 6.2 of this Deed;
- (xxiii) pay amounts from the Jervois Creditors' Trust Fund for which an indemnity exists under clause 15 of this Deed; and
- (xxiv) do anything else that is necessary or convenient for administering the Trust.
- (b) Without limiting the Trustees' powers under any law with respect to trustees or otherwise, the Trustees may deal with the property comprising the Jervois Creditors' Trust Fund in any manner as if the Trustees were the legal and beneficial owners of that property, and may also exercise any power in respect of the property comprising the Jervois Creditors' Trust Fund and the Trustees' functions under this Deed as the Deed Administrators are or were entitled to exercise under the terms of the DOCA.
- (c) Without limiting subclauses 6.2(a) and 6.2(b):
  - (i) the Trustees also have, with respect to the property comprising the Trust Fund, all of the powers set out in paragraph 2 of Schedule 8A of the Regulations, with all modifications as are necessary to give effect to this Deed as if:

- (A) the Jervois Creditors' Trust were a company subject to a deed of company arrangement; and
- (B) the Trustees were the deed administrators of that deed;
- (ii) save to say that the Trustees will not be required to comply with clause 10 of Schedule 8A of the Regulations; and
- (iii) the Trustees may appoint any person to manage the property comprising the Jervois Creditors' Trust Fund on terms determined by the Trustees.

### 6.3 Exercise of discretion and powers

- (a) The Trustees may exercise any discretion under this Deed in the Trustees' absolute and unfettered discretion.
- (b) The Trustees shall not be required to give any reason for the exercise of, or failure to exercise, any of the Trustees' powers.
- (c) None of the Trustees' powers shall limit the generality of any other of the Trustees' powers, and the Trustees shall have the power to do anything the Trustees consider incidental to any of the Trustees' powers.

## 7 Perpetuity Period

Notwithstanding any other provision of this Deed, each:

- (a) interest in property; and
- (b) Trustee's power over or in connection with property, created or granted by this Deed that, but for this provision, might vest, take effect, or be exercisable, after the expiry of 80 years commencing on the date of this Deed, but which has not vested or taken effect by that date:
- (c) will vest or take effect on the last day of that period; and
- (d) is exercisable only on or before the last day of that period.

## 8 Claims, Entitlements and Payments

### 8.1 Admissibility of Claims

- (a) Upon this Deed being settled, and in accordance with clause 5.7 of the DOCA, each Claim against any Deed Company will convert to, and become, a claim against the Jervois Creditors' Trust Fund under this Deed, equal in amount to the Admitted Creditor's entitlement to a distribution in respect of the Admitted Creditor's released Claim in accordance with clause 5.1 of this Deed.
- (b) Interest will not accrue or be payable on any Admitted Claim.

### 8.2 Trustees' discretion

The Trustees may, in their absolute discretion:

- (a) call for proofs of debt or Claim;
- (b) admit all or part of a Claim;
- (c) reject all or part of a Claim; or
- (d) pay any Admitted Claim,

in accordance with and subject to the provisions of this Deed and the treatment the Claim receives under the Confirmation Order.

### 8.3 Determination of Claims

- (a) Any costs or expenses incurred by a Creditor in asserting a Claim under this Deed (including any application under clause 8.3(g)) will be borne by that Creditor and will not form part of that Creditor's Claim under this Deed.
- (b) Section 544 and Subdivisions A, B, C and E of Division 6 of Part 5.6 of the Act apply to the admission of Claims under this Deed as if references to the 'liquidator' were references to the 'Trustees' and references to 'winding up' were references to this Deed, and with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (c) Regulations 5.6.37, 5.6.39 to 5.6.43 (inclusive), 5.6.44 to 5.6.53 (inclusive) and 5.6.55 to 5.6.72 (inclusive) of the Regulations shall apply to this Deed and to the Trustee as if the references to the 'liquidator' were references to the 'Trustees' and references to 'winding up' were references to this Deed, and with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (d) The Trustees may make interim distributions of trust property under this Deed.
- (e) The Trustees may make any distribution by cheque or by electronic funds transfer to a bank account nominated by the relevant Admitted Creditor.
- (f) The Trustees must declare and distribute trust property under this Deed as soon as practicable after the Jervois Creditors' Trust comes into effect under clause 4.1. However, subject to clauses 8.3(b) and 8.3(c), the terms of this Deed and the Confirmation Order, the Trustees have an absolute and unfettered discretion as to the admission of Claims, and the amount and timing of the distribution of trust property in payment of Admitted Claims.
- (g) Where the Trustees propose to reject a Claim (whether in part or in full) the Trustees shall send a notice to the Creditor informing the Creditor of the proposed rejection and giving the party 14 days within which to make an application to a Court to determine the questions relating to the Claim.
- (h) The Trustees are entitled to rely upon any steps and determinations made by the Deed Administrators for the purposes of this clause in respect of whether a Claim asserted for the purposes of claiming under this Deed is an Admitted Claim, together with any information and proofs or particulars of debt provided to the Administrators or Deed Administrators.

### 8.4 Abandonment of Claims

Subject to the DOCA, and the Confirmation Order, a Creditor will have abandoned, and will be taken for all purposes to have abandoned, all Claims and all other entitlements (if any) in the Jervois Creditors' Trust Fund:

- (a) which are not the subject of a proof lodged with the Deed Administrators or the Trustees in the form required by the Trustees prior to the declaration of a Final Dividend; or
- (b) which have been rejected by the Trustees and which are not the subject of any appeal or application to a Court within the time allowed under clause 8.3(g).

### 8.5 Discharge of Claims

- (a) All persons having a Claim must accept their Admitted Claims under this Deed (if any) in full satisfaction and complete discharge of all debts, liabilities or claims which they have or claim to have against the Trustees or the Jervois Creditors' Trust Fund, and

each of them will, if called upon to do so, execute and deliver to the Trustees, such forms of release of any such claim as the Trustees require.

- (b) Subject to clause 8.5(c), the Trustee must take all steps reasonably required by the Deed Proponent to obtain such releases from any Creditors nominated by the Deed Proponent.
- (c) Clause 8.5(b), does not apply if there are insufficient funds in the Jervois Creditors' Trust Fund.

## **8.6 Extinguishment of Admitted Claims**

Payment by the Trustees to an Admitted Creditor of an amount declared by the Trustees, in accordance with this Deed, to be a Final Dividend under the Jervois Creditors' Trust (even if the amount of the payment is nil) shall:

- (a) constitute a full and final discharge of the obligations of the Trustees to the Admitted Creditor under the Jervois Creditors' Trust; and
- (b) extinguish all claims which the Admitted Creditor has, or might have, against the Trustees and the Jervois Creditors' Trust Fund.

## **8.7 Bar**

After distribution of the Final Dividend from the Jervois Creditors' Trust Fund, the Trustees may plead this Deed in bar to any Claim.

## **8.8 Excluded Claims**

No Creditor is entitled to participate in or receive any distribution from the Jervois Creditors' Trust Fund in respect of an Excluded Claim, nor shall any Excluded Claims be determined or adjudicated by the Trustees.

## **8.9 Whole of superannuation contribution debt**

In accordance with sections 444DB(1) and 444DB(2) of the Act (with such modifications as necessary), the Trustees must determine that the whole of a debt by way of a superannuation contribution is not admissible to proof against the Jervois Creditors' Trust if:

- (a) a debt by way of Superannuation Guarantee Charge:
  - (i) has been paid; or
  - (ii) is, or is to be, admissible to prove;
 and
- (b) the Trustees are satisfied that the Superannuation Guarantee Charge is attributable to the whole of the first-mentioned debt.

## **8.10 Part of superannuation contribution debt**

In accordance with sections 444DB(3) and 444DB(4) of the Act (with such modifications as necessary), the Trustees must determine that a particular part of a debt by way of a superannuation contribution is not admissible to proof against the Jervois Creditors' Trust if:

- (a) a debt by way of Superannuation Guarantee Charge:
  - (i) has been paid; or
  - (ii) is, or is to be, admissible to prove;
 and
- (b) the Trustees are satisfied that the Superannuation Guarantee Charge is attributable to that part of the first-mentioned debt.

### **8.11 Determination of Trustees**

If the Trustees make a determination in accordance with clauses 8.9 and 8.10, such debt is to be treated as extinguished as against the Company.

## **9 Register**

### **9.1 Register**

The Trustees must maintain in Melbourne, Victoria, or elsewhere as the Trustees determine, an up-to-date register and must enter in the register in respect of each Admitted Creditor:

- (a) the Admitted Creditor's name and address;
- (b) details of each Admitted Claim; and
- (c) Dividend(s) paid to the Admitted Creditor pursuant to this Deed.

### **9.2 Inspection of register**

The Trustees must keep the register open at all reasonable times during business hours for the inspection of Admitted Creditors or any person authorised in writing by an Admitted Creditor.

### **9.3 Register conclusive**

The register is conclusive evidence of the matters entered on the register.

## **10 GST on Claims**

### **10.1 Definitions**

Words and expressions used in this clause 10 which are defined in the GST Act have the same meaning in this clause 10.

### **10.2 GST credits on Claims which have been or will be claimed by the Deed Company**

To the extent that input tax credits on Admitted Claims have been or will be claimed by the Deed Company, the Parties agree and acknowledge that following the payment of distributions to those Admitted Creditors by the Trustees from the Jervois Creditors' Trust Fund, the Deed Company by its Trustees will be responsible for making any adjustment required by the provisions of the GST Act insofar as those adjustments relate to those Admitted Claims and Practice Statement PS LA 2012/1 (GA) will be applied by the Deed Company to calculate the impact of those adjustments.

### **10.3 GST credits for Administration Debts and Deed Administrators' Costs**

To the extent that:

- (a) an input tax credit is available in respect of an Administration Debt or a Deed Administrators' Cost; and
- (b) neither the Administrators nor the Deed Administrators are able to claim that input tax credit because it is attributable to a tax period that arises after the date on which the GST registration of the Administrators or the Deed Administrators ends,

then, the Parties agree and acknowledge that the Deed Company is responsible for claiming that input tax credit.

### **10.4 GST credits during operation of Jervois Creditors' Trust**

The Parties agree and acknowledge that to the extent that an input tax credit is available in respect of any Trustees' Costs which is incurred and paid for by the Trustees during the operation of the Jervois Creditors' Trust, the Trustees (acting in their capacity as Trustees of the Jervois Creditors' Trust) will be responsible for claiming that input tax credit.

## **11 Books and Records**

### **11.1 Access by Trustees**

The Trustees will be entitled to retain copies of or access to the Deed Companies' books and records following completion of the DOCA, as is necessary or reasonably desirable for them to properly perform their roles under this Deed.

## **12 Meetings of Admitted Creditors**

### **12.1 Convening meetings by Trustees**

The Trustees may at any time convene a meeting of Creditors, and except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, Division 75 of Part 3 of the Rules applies, with such modifications as are necessary, to meetings of the Creditors as if references to the 'external administrator' or chairperson, as the case may be, were references to one or more of the Trustees.

### **12.2 Convening meetings at the request of Creditors**

The Trustees must convene a meeting of Creditors if so requested in writing by a Creditor or Creditors the value of whose Admitted Claims is not less than 25% of the value of the total of the Admitted Claims.

### **12.3 Manner of convening meetings**

- (a) The Trustees may convene a meeting of Creditors at any time in accordance with paragraph 75-10 of the IPS and will be required to convene such a meeting when required to do so under paragraph 75-15 of the IPS, in each case as incorporated into this Deed by reference under clause 12.1 above.
- (b) The Rules, IPS and the Regulations applicable to creditors meetings in a liquidation will apply to any meeting of the Creditors of the Deed Company with such modifications as are necessary.

### **12.4 Right of Creditors to attend meetings**

Creditors who have been paid the full amount of their entitlements and Admitted Claims under this Deed will no longer be entitled to attend and participate in meetings of Creditors.

### **12.5 Instructions from Creditors**

In the exercise of the Trustees' powers, the Trustees:

- (a) may (if they see fit), but are not obliged to, seek from the Creditors at a meeting convened in accordance with this clause 12 of this Deed, instructions, including (without limitation) approval in respect of variations to the terms of this Deed;
- (b) may, but shall not be obliged to, have regard to the instructions (if any) given by the Creditors at a meeting so convened; and
- (c) in the absence of instructions given by the Creditors at a meeting so convened, do what is, in the Trustees' opinion, in the best interests of the Creditors.

### **12.6 Variation of Deed**

- (a) This Deed may be varied: with the consent of the Trustees by a resolution passed at a meeting of Creditors by a majority of Creditors (in value) attending the meeting, but only if the variation is not materially different from the proposed variation set out in the notice of that meeting and provided that:
  - (i) the variation does not materially prejudice the interests of any class of Creditors without the approval of a majority (in value) of that class of Creditors attending the meeting; and

- (ii) the variation does not adversely affect the Deed Proponent's interests, in which case the Deed Proponent's consent is required; or
- (b) by a Court upon application of any of the Creditors or the Trustees pursuant to the Trustee Act.

## 13 Limitation of Liability

### 13.1 Exclusion of liability

- (a) Each Trustee, including his or her partners and employees, is not personally liable for any loss, damages, costs or expenses which may be occasioned to any trust property under this Deed (including the Jervois Creditors' Trust Fund) or to any person by:
  - (i) the exercise of any discretion or power conferred by this Deed or by law on the Trustees, or any delay or failure to exercise any of those discretions or powers;
  - (ii) any breach of duty or trust, unless it is proved to have been committed, made or omitted in fraudulent bad faith by the Trustees, partner or employee; or
  - (iii) any disclosure by the Trustees of any document, matter or thing relating to the Jervois Creditors' Trust, the Jervois Creditors' Trust Fund or any Admitted Creditor.
- (b) The recourse of any person against the Trustees in their capacity as trustees of the Jervois Creditors' Trust, insofar as it is not excluded by subclause 13.1(a) above, shall be limited to, and may only be satisfied from, the balance of the Jervois Creditors' Trust Fund from time to time.
- (c) All persons claiming any interest in the Jervois Creditors' Trust Fund must be treated as taking it with and subject to notice of the protection conferred by this clause 13.

### 13.2 Proceedings against co-trustee

The Trustees are not bound to take any proceeding against a co-trustee for any breach or alleged breach of trust committed by the co-trustee.

### 13.3 Reliance on advice

Where the Trustees act in reliance upon the advice of any solicitor or barrister instructed on behalf of the Jervois Creditors' Trust obtained in relation to the interpretation of the provisions of this Deed or any document or statute or any matter concerning the administration of the Jervois Creditors' Trust, the Trustees are not liable to any person in respect of any act done or omitted to be done by the Trustees in accordance with the advice.

### 13.4 Conflicts

All powers and discretions of the Trustee may be exercised notwithstanding that any person being a partner, employee or related party of the Trustee is a beneficiary or may have been a beneficiary or has a direct, indirect or personal interest (in whatever capacity) in the manner of, or as a result of exercising such power or discretion or may benefit directly or indirectly as a result of any such power or discretion.

## 14 Remuneration

### 14.1 Remuneration of Trustees

The Trustees:

- (a) are to be remunerated at the usual rates charged by KPMG (Turnaround and Restructuring) from time to time in respect of any work done by the Trustees, and any partner or employee of the Trustees, in connection with:

- (i) the exercise of their powers and discretions and performance of their duties, obligations and responsibilities as Trustees under this Deed;
  - (ii) the calling for and adjudicating upon proofs of Claims; and
  - (iii) the distribution of the Jervois Creditors' Trust Fund.
- (b) acknowledge that the Trustees' Costs referred to in this clause 14.1 and all other costs, charges and expenses (including those incurred in connection with advisers) incurred in connection with the foregoing, including any stamp duty payable by them in respect of this Deed, will be payable from the Jervois Creditors' Trust Fund.
- (c) The Trustees' Remuneration and the Trustees' Costs referred to in this clause 14.1 and all other costs shall be reimbursed and/or paid out of the Jervois Creditors' Trust Fund subject to the limits provided for under the Post-DOCA Budget.
- (d) The Trustees shall be entitled to draw such amounts from the Jervois Creditors' Trust Fund from time to time, subject to clause 14.1(c). For the avoidance of doubt, where the Trustees are liable to pay GST in respect of any taxable supply (within the meaning of the GST Act) they make under this Deed, the Trustees are entitled to recover an additional amount equal to the amount of that GST liability from the Jervois Creditors' Trust Fund.

## 15 Indemnity

### 15.1 Scope of indemnity

The Trustees are entitled to be indemnified out of the Jervois Creditors' Trust Fund for all actions, suits, proceedings, accounts, claims and demands arising out of or relating to this Deed which may be commenced, incurred by or made on the Trustees by any person and against all costs, charges and expenses incurred by the Trustees in respect of them, provided that the Trustees shall not be entitled to an indemnity in respect of any liabilities or demands to the extent that the indemnification contravenes the Act or the Trustee Act.

### 15.2 Continuing indemnity

This indemnity will take effect on and from the date of this Deed and will be without limitation as to time and will operate notwithstanding the removal of the Trustees (or any of them) and the appointment of any new trustee or the termination of the Jervois Creditors' Trust for any reason.

### 15.3 Indemnity not to be affected or prejudiced

The indemnity under this clause will not:

- (a) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Trustees and will extend to all actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Trustees, the approval, execution or amendment of this Deed, or otherwise; and
- (b) affect or prejudice all or any rights that the Trustees may have against any other person to be indemnified against the costs, charges, expenses and liabilities incurred by the Trustees incidental to the exercise or performance of any of the powers or authorities conferred on the Trustees by this Deed or otherwise.

### 15.4 Trustees' lien

The Trustees will be entitled to exercise a lien over the Jervois Creditors' Trust Fund for all amounts in respect of which they are entitled to an indemnity from the Jervois Creditors' Trust Fund.

## **15.5 Insufficient funds**

Notwithstanding any other provision of this Deed and subject to applicable law, the Trustees are not obliged to take any action under this Deed in the event there are insufficient funds to pay the Trustees' Remuneration and Trustees' Costs.

## **16 Termination**

### **16.1 Termination of the Jervois Creditors' Trust**

This Jervois Creditors' Trust will terminate and the Trustees will resign as soon as reasonably practicable, on the earlier of:

- (a) distribution of the Final Dividend from the Jervois Creditors' Trust Fund; and
- (b) upon the expiry of the perpetuity period referred to in clause 7 of this Deed.

### **16.2 Meeting to consider variation or termination of the Jervois Creditors' Trust**

The Trustees must convene a meeting of Creditors to consider a resolution to vary this Deed or terminate this Jervois Creditors' Trust if:

- (a) at any time prior to the termination of this Jervois Creditors' Trust, the Trustees determine that it is no longer practicable or desirable to continue to implement or carry out this Deed; or
- (b) a Court so orders.

### **16.3 Termination of the Jervois Creditors' Trust by court order or resolution of Creditors**

- (a) This Trust will terminate if:
  - (i) a Court so orders; or
  - (ii) the Trust Creditors pass a resolution terminating this Jervois Creditors' Trust at a meeting duly convened pursuant to clause 12 or clause 16.2 of this Deed.
- (b) In the event the Jervois Creditors' Trust terminates under this clause, the Trustees will apply to the Court for directions to be formulated in their sole discretion, depending on the relevant circumstances that have arisen at the time.

### **16.4 Previous operation of this Deed preserved**

The termination or avoidance, in whole or in part, of this Jervois Creditors' Trust does not affect the efficacy of any act done prior to the termination or avoidance.

## **17 Resignation**

A Trustee may resign at any time by giving not less than five (5) Business Days' prior written notice to the Deed Company, unless the resignation would result in there being no remaining Trustees, in which event the Trustees must convene a meeting of Creditors in accordance with clause 12 for the purpose of nominating a replacement trustee.

## **18 Notices**

### **18.1 Notices**

- (a) Any notice to a Party under the provisions of this Deed is valid and effective if delivered personally by courier or email, to or, if given by registered mail, postage prepaid, addressed to, the details for that Party specified in the 'Parties' section of this Deed and clause 18.3, and is deemed to have been given on the date of delivery personally or by courier or email if so delivered prior to 5pm (Melbourne time) and otherwise on the next calendar day, or on the third Business Day after such letter has been mailed, as the case may be.

- (b) Any notice provided for in this Deed may be waived in writing by the Party entitled to receive such notice, either before or after the event.
- (c) A notice in connection with this Deed must be:
  - (i) in writing in English; and
  - (ii) signed by the Party or its agent.
- (d) Where two or more persons comprise a Party, notice to or by one is effective notice to and by all.

## 18.2 Change of details

- (a) A Party may at any time change its contact details by notice to each other Party.
- (b) If details are so changed, this clause applies as if those changed details were set out in the 'Parties' section and clause 18.3 of this Deed.

## 18.3 Notice Details

### Deed Administrators & Creditors Trustees

Address: KPMG, Tower 2, Collins Square, 727 Collins Street, Melbourne VIC 3000

Email: [gdickerson@kpmg.com.au](mailto:gdickerson@kpmg.com.au); [dhardy@kpmg.com.au](mailto:dhardy@kpmg.com.au);  
[isutherland@kpmg.com.au](mailto:isutherland@kpmg.com.au)

Attention: Gayle Dickerson, David Hardy and Ian Sutherland

### Deed Companies

Address: c/- KPMG, Tower 2, Collins Square, 727 Collins Street, Melbourne VIC 3000

Email: [gdickerson@kpmg.com.au](mailto:gdickerson@kpmg.com.au); [dhardy@kpmg.com.au](mailto:dhardy@kpmg.com.au);  
[isutherland@kpmg.com.au](mailto:isutherland@kpmg.com.au)

Attention: Gayle Dickerson, David Hardy and Ian Sutherland

### Deed Proponent

Address: c/- Mills Oakley Lawyers, Level 7, 151 Clarence Street, Sydney NSW 2000

Email: [tchater@millsoakley.com.au](mailto:tchater@millsoakley.com.au); [jkerr@millsoakley.com.au](mailto:jkerr@millsoakley.com.au)

Attention: Taline Chater

## 19 General

### 19.1 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. A power or right may only be waived in writing, signed by the Parties to be bound by the waiver.

### 19.2 Severability

If any provision in this Deed is invalid under the law of any jurisdiction:

- (a) it is to be read down, if possible, such that it is enforceable to the extent that it is not invalid; or
- (b) failing that, it is to be severed from this Deed to the extent of the invalidity, without affecting the remaining provisions of this Deed; and
- (c) it should not affect the validity or enforceability of that provision or the other provisions of this Deed in any other jurisdiction.

**19.3 Stamp duty and GST**

All stamp duty and GST payable on or in respect of this Deed or the transactions contained in this Deed may be paid out of the Jervois Creditors' Trust Fund.

**19.4 Costs**

Each Party must pay its own costs of negotiating, preparing and executing this Deed.

**19.5 Survival**

Despite any other provision of this Deed, clauses 1 (*Interpretation*), 9 (*GST on Claims*), 12 (*Limitation of Liability*), 14 (*Indemnity*), and 18 (*General*), survive the termination of this Deed.

**19.6 Entire agreement**

Save that this Deed should be read together with the DOCA, this Deed is the sole and entire memorandum and agreement between the Parties to this Deed regarding the matters the subject of it. It supersedes any prior understandings, deeds, agreements, conditions and representations relating to those matters whether oral or written, express or implied.

**19.7 Further assurances**

Each Party must, at its own expense, do all things and execute all documents necessary to give full effect to this Deed and the transactions contemplated by it.

**19.8 Creditor's Power of Attorney**

Each Creditor irrevocably appoints each of the Trustees jointly and severally as its attorney to execute any document to give effect to the releases in clause 8.5.

**19.9 Relationship of the Parties**

Except as expressly provided in this Deed:

- (a) nothing in this Deed is intended to constitute a fiduciary relationship, employment relationship or an agency, partnership or trust; and
- (b) no Party has authority to bind any other Party.

**19.10 Assignment**

Unless expressed otherwise, rights arising out of or under this Deed are not assignable by a Party without the prior written consent of the other Parties.

**19.11 Counterparts**

- (a) This Deed may be signed in any number of counterparts and exchanged by email or other electronic means, and all those counterparts taken together constitute one and the same instrument.
- (b) An executed counterpart sent by email or other electronic means to a Party is deemed to be a validly executed and exchanged counterpart as if it were the original.

**19.12 Governing law and jurisdiction**

- (a) This Deed is governed by the laws in force in Victoria.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the Courts in and of Victoria, Australia and the Courts competent to determine appeals from those Courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
- (c) Each party 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 (b) above.



## Signatories

**EXECUTED as a DEED**

### Deed Administrators

**SIGNED, SEALED AND DELIVERED by Gayle)**  
**Louise Dickerson** in her capacity as joint and  
several Deed Administrator of the Deed)  
Companies in the presence of: )

DocuSigned by:

*James O'Connell*

12FDF3ED51804E2...

Signature of Witness

James O'Connell

DocuSigned by:

*Gayle Louise Dickerson*

24C491FEF2AF423...

Signature of **Gayle Louise Dickerson**

Name of Witness (Please print) The requirements for witnessing by audio-visual link  
under section 12 of the Electronic Transactions  
Act 2000 (Vic) have been met.

**SIGNED, SEALED AND DELIVERED by David)**  
**Alexander Hardy** in his capacity as joint and  
several Deed Administrator of the Deed)  
Companies in the presence of: )

Signed by:

*Patrick Mackenzie*

AF87FEDB92F74AA...

Signature of Witness

Patrick Mackenzie

DocuSigned by:

*David Alexander Hardy*

2936A9D1F0364F7...

Signature of **David Alexander Hardy**

Name of Witness (Please print) The requirements for witnessing by audio-visual link  
under section 12 of the Electronic Transactions  
Act 2000 (Vic) have been met.

**SIGNED, SEALED AND DELIVERED by Ian)**  
**Phillip Sutherland** in his capacity as joint and  
several Deed Administrator of the Deed)  
Companies in the presence of: )

DocuSigned by:

*James O'Connell*

12FDF3ED51804E2...

Signature of Witness

James O'Connell

Signed by:

*Ian Phillip Sutherland*


8FE3CF08AC0C406...

Signature of **Ian Phillip Sutherland**

Name of Witness (Please print) The requirements for witnessing by audio-visual link  
under section 12 of the Electronic Transactions  
Act 2000 (Vic) have been met.


**Trustees**

**SIGNED, SEALED AND DELIVERED** by **Gayle)**  
**Louise Dickerson** in the capacity as trustee of)  
this Deed in the presence of: )

DocuSigned by:  
  
12FDF3ED51804E2...

Signature of Witness

James O'Connell  
The requirements for witnessing by audio-visual link  
under section 12 of the Electronic Transactions  
Act 2000 (Vic) have been met.

DocuSigned by:  
  
24C491FEF2AF423...

Signature of **Gayle Louise Dickerson**

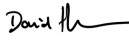
Name of Witness  
(Please print)

**SIGNED, SEALED AND DELIVERED** by **David)**  
**Alexander Hardy** in the capacity as trustee of this)  
Deed in the presence of: )

Signed by:  
  
AF87FEDB92F74AA...

Signature of Witness


Patrick Mackenzie

DocuSigned by:  
  
2936A9D1E0364E7...

Signature of **David Alexander Hardy**

Name of Witness The requirements for witnessing by audio-visual link  
(Please print) under section 12 of the Electronic Transactions  
Act 2000 (Vic) have been met.

**SIGNED, SEALED AND DELIVERED** by **Ian)**  
**Phillip Sutherland** in the capacity as trustee of)  
this Deed in the presence of: )

DocuSigned by:  
  
12FDF3ED51804E2...

Signature of Witness

James O'Connell

Signed by:  
  
8FE3CF08AC0C406...

Signature of **Ian Phillip Sutherland**

Name of Witness The requirements for witnessing by audio-visual link  
(Please print) under section 12 of the Electronic Transactions  
Act 2000 (Vic) have been met.



Deed Companies

**EXECUTED by Jervois Global Limited (Subject to Deed of Company Arrangement) (ACN 007 626 575)** by being signed sealed and delivered on) its behalf by one of its duly appointed joint and) several Deed Administrators in the presence of: )

Signed by:  
*Patrick Mackenzie*  
AF87FEDB92F74AA...  
Signature of Witness Patrick Mackenzie

Name of Witness The requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions Act 2000 (Vic) have been met.  
(Please print)

DocuSigned by:  
*David Hardy*  
2936A9D1F0364F7...  
Signature of Deed Administrator David Hardy

Name of Deed Administrator  
(Please print)

**EXECUTED by Goldpride Pty Ltd (Subject to Deed of Company Arrangement) (ACN 061 269 109)** by being signed sealed and delivered on its) behalf by one of its duly appointed joint and) several Deed Administrators in the presence of: )

Signed by:  
*Patrick Mackenzie*  
AF87FEDB92F74AA...  
Signature of Witness Patrick Mackenzie

Name of Witness The requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions Act 2000 (Vic) have been met.  
(Please print)

DocuSigned by:  
*David Hardy*  
2936A9D1F0364F7...  
Signature of Deed Administrator David Hardy

Name of Deed Administrator  
(Please print)

**EXECUTED by Hardrock Exploration Pty. Ltd.) (Subject to Deed of Company Arrangement)) (ACN 004 800 319)** by being signed sealed and) delivered on its behalf by one of its duly appointed) joint and several Deed Administrators in the) presence of:

Signed by:  
*Patrick Mackenzie*  
AF87FEDB92F74AA...  
Signature of Witness Patrick Mackenzie


Name of Witness The requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions Act 2000 (Vic) have been met.  
(Please print)

DocuSigned by:  
*David Hardy*  
2936A9D1F0364F7...  
Signature of Deed Administrator David Hardy

Name of Deed Administrator  
(Please print)



**EXECUTED by TZ Nico (1) Pty Limited (Subject to Deed of Company Arrangement) (ACN 626 231 267)** by being signed sealed and delivered on) its behalf by one of its duly appointed joint and) several Deed Administrators in the presence of: )

Signed by:  
  
AF87FEDB92F74AA...

Signature of Witness  
Patrick Mackenzie


Name of Witness  
(Please print)  
The requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions Act 2000 (Vic) have been met.

DocuSigned by:  
  
2936A9D1F0364F7...

Signature of Deed Administrator  
David Hardy

Name of Deed Administrator  
(Please print)

**EXECUTED by TZ Nico (2) Pty Limited (Subject to Deed of Company Arrangement) (ACN 626 231 276)** by being signed sealed and delivered on) its behalf by one of its duly appointed joint and) several Deed Administrators in the presence of: )

Signed by:  
  
AF87FEDB92F74AA...

Signature of Witness  
Patrick Mackenzie

Name of Witness  
(Please print)  
The requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions Act 2000 (Vic) have been met.

DocuSigned by:  
  
2936A9D1F0364F7...

Signature of Deed Administrator  
David Hardy

Name of Deed Administrator  
(Please print)

**EXECUTED by Nico Young Pty Ltd (Subject to Deed of Company Arrangement) (ACN 132 050 205)** by being signed sealed and delivered on its) behalf by one of its duly appointed joint and) several Administrators in the presence of: )

Signed by:  
  
AF87FEDB92F74AA...

Signature of Witness  
Patrick Mackenzie

Name of Witness  
(Please print)  
The requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions Act 2000 (Vic) have been met.

DocuSigned by:  
  
2936A9D1F0364F7...

Signature of Deed Administrator  
David Hardy

Name of Deed Administrator  
(Please print)

**Deed Proponent**

**SIGNED, SEALED AND DELIVERED** by)  
**Millstreet Capital Management LLC, as)**  
**investment manager and/or sub-manager or)**  
**advisor, on behalf of certain investment funds)**  
**and managed accounts, by being signed sealed)**  
and delivered by its authorised signatory in the)  
presence of:



*Janet Y. Kastrud*

Signature of Witness

*Janet Y. Kastrud*

Name of Witness

(Please print)

*Craig Kelleher*

Signature of Authorised Signatory

*Craig Kelleher*

Name of Authorised Signatory

(Please print)

## **Schedule 1      Australian Entities**

1. Nico Young Pty. Ltd. (Subject to Deed of Company Arrangement) (ACN 132 050 205)
2. Goldpride Pty Ltd. (Subject to Deed of Company Arrangement) (ACN 061 269 109)
3. TZ Nico (1) Pty Ltd. (Subject to Deed of Company Arrangement) (ACN 626 231 267)
4. TZ Nico (2) Pty Ltd. (Subject to Deed of Company Arrangement) (ACN 626 231 276)
5. Hardrock Exploration Pty. Ltd. (Subject to Deed of Company Arrangement) (ACN 004 800 319)