

Denne meldingen til obligasjonseierne er kun utarbeidet på engelsk. For informasjon vennligst kontakt Nordic Trustee AS.

To the Bondholders in:

ISIN: NO 0010955859 – Coburn Resources Pty Ltd Senior Secured Bond Issue 2021/2026

Oslo, 14 December 2023

SUMMONS FOR A WRITTEN RESOLUTION

Nordic Trustee AS (the "**Bond Trustee**") acts as bond trustee for the bondholders (the "**Bondholders**") in relation to the above-mentioned bonds (the "**Bonds**") issued by Coburn Resources Pty Ltd as issuer (the "**Issuer**") pursuant to the bond terms dated 25 March 2021 as amended on 8 April 2021 (the "**Bond Terms**").

All capitalised terms used, but not defined herein, shall have the same meaning assigned to them in the Bond Terms. References to Clauses and paragraphs are references to Clauses and paragraphs of the Bond Terms.

The Issuer has requested that the Bond Trustee summon a Written Resolution of the Bondholders, approving the resolutions set out below.

*The information in this summons (the "**Summons**") regarding the Issuer, market conditions and described transactions is provided by the Issuer. The Bond Trustee expressly disclaims all liability whatsoever relating to such information and the contents of this Summons.*

1. BACKGROUND

On 31 October 2023 the securities of the Parent (Strandline Resources Limited), were suspended pending the release of an announcement regarding operations and funding. That suspension of the securities is continuing.

The Issuer has been engaging with, among others, the WA Lender, the WCF Lender and a number of Bondholders in connection with its operations and funding and has requested certain waivers and standstill arrangements in respect of matters pertaining to the Finance Documents, deferrals of amounts due under certain Finance Documents and proposed amendments to certain Finance Documents, as outlined in Section 2 (*Proposal*) of this Summons.

The Parent and the Issuer have, prior to the disclosure of this written resolution, discussed the terms of the request with a group of Bondholders that represents approximately 70% of the Bonds (the "**Ad Hoc Committee**"). The Ad Hoc Committee has confirmed to the Bond Trustee that it supports, in principle, the waivers, consents, standstill arrangements and amendments requested by the Issuer in this Summons, on the terms and conditions set out in Section 2 (*Proposal*) below.

2. PROPOSAL

2.1 General

In accordance with the terms and conditions as further set out below, it is proposed that the Bondholders adopt a resolution whereby the below proposal (the "**Proposal**") is approved pursuant to a Written Resolution.

2.2 Payment deferral requests

- a) Under clause 9.2 of the Bond Terms, the Issuer is required to pay accrued interest on each Outstanding Bond on each Interest Payment Date.
- b) The Issuer requests that the accrued interest on each Outstanding Bond that is due to be paid to the Bondholders on the Interest Payment Date occurring in December 2023 be deferred to 31 March 2024 ("**Bond Interest Payment Deferral**") subject to the Standstill Conditions continuing to be satisfied.
- c) The Issuer has made similar payment deferral requests of the WA Lender and the WCF Lender in relation to payments due under the NAIF Facility Agreement and the Working Capital Facility, respectively. Any payment deferral granted by Bondholders shall not be effective unless each of the WA Lender and the WCF Lender has also agreed to the payment deferrals requested by the Issuer under their respective documents.

2.3 Covenant waiver and standstill request

Subject to full compliance with the Standstill Conditions referred to below, the Issuer requests that the Bondholders resolve to approve the following:

- a) Under clause 15.35(l) of the Bond Terms, the Issuer is required to ensure that on each Quarter End Date after financial close, the Collection Accounts have an aggregate cash balance at least equal to the Minimum Unrestricted Cash Balance ("**Minimum Cash Covenant**").
- b) The Issuer requests that the Minimum Cash Covenant not be tested on 31 December 2023 and that the next test date for this covenant be the Quarter End Date occurring on 31 March 2024 ("**Minimum Cash Covenant Test Date Deferral**") subject to the Standstill Conditions continuing to be satisfied.
- c) Under clause 10.5(b) of the Bond Terms, the Issuer is required to make payments to the Debt Service Reserve Accounts insofar as required to ensure that the amounts standing to the credit of the Debt Service Reserve Accounts is (in aggregate) at least equal to the DSRA Required Balance at each Quarter End Date following the end of the Ramp Up Period or (if earlier), following the date of Project Completion ("**DSRA Funding Covenant**").
- d) The Issuer requests that the DSRA Funding Covenant not be tested on 31 December 2023 and that the next test date for this covenant be the Quarter End Date occurring on 31 March 2024 ("**DSRA Funding Covenant Test Date Deferral**") subject to the Standstill Conditions continuing to be satisfied.
- e) Under clause 15.35(a)(ii) of the Bond Terms, the Issuer is required to ensure that, at each Calculation Date, the Loan Life Cover Ratio is greater than 1.30:1 ("**LLCR Covenant**").
- f) The Issuer requests that the LLCR Covenant not be tested on 31 December 2023 and that the next test date for this covenant be the Calculation Date occurring on 31 March 2024 ("**LLCR Covenant Test Date Deferral**") subject to the Standstill Conditions continuing to be satisfied.
- g) Under the Bond Terms, it is a Review Event if the shares of the Parent, listed on the ASX, are delisted or removed from the official list of the ASX, or are suspended from trading for a period of more than 5 consecutive trading days in any 12 Month period, and are not reinstated without any material adverse sanction. The securities of the Parent were suspended from trading on the ASX on 31 October 2023 and continue to be suspended as at the date of this Summons.
- h) The Issuer requests that the Bondholders instruct the Bond Trustee to waive the Review Event described above arising under the Bond Terms, subject to the suspension from trading of the securities of the Parent ceasing on or prior to 31 March 2024 and any such Review Event which previously occurred will not trigger a cancellation of any commitment or available commitment (however defined under the Bond Terms) or result in any amount owing under the Bond Terms becoming due and payable ahead of its scheduled date for payment ("**Review Event Consequences**"). If the securities of the Parent remain suspended on or after 31 March 2024, then a Review Event will be taken to have occurred on 31 March 2024 under the Bond Terms.

2.4 Request for Non-EoD Decisions

- a) Under clause 4.5(e) of the Intercreditor Deed, a Non-EoD Decision in respect of a payment of any amount under a Secured Lender Agreement shall (and may only) be taken if the Intercreditor Agent has received instructions to take such action from the relevant Secured Lender under that Secured Lender Agreement. The Bond Interest Payment Deferral will require a Non-EoD Decision from the Bond Trustee.
- b) Under clause 4.5(b) of the Intercreditor Deed, a Non-EoD Decision in respect of any Material Provisions shall (and may only) be taken if the Intercreditor Agent has received instructions to take such action from the Super Majority Beneficiaries with Pre-Enforcement Eligible Voting Amounts. The Minimum Cash Covenant Waiver and the LLCR Covenant Waiver will each require a Non-EoD Decision from the Super Majority Beneficiaries with Pre-Enforcement Eligible Voting Amounts.
- c) Under clause 4.5(i) of the Intercreditor Deed, a Non-EoD Decision in respect of any representation, warranty, undertaking or condition precedent in a Finance Document not covered by paragraphs (a) to (h) (inclusive) of clause 4.5 of the Intercreditor Deed shall (and may only) be taken if the Intercreditor Agent has received instructions to take such action from the Simple Majority Beneficiaries with Pre-Enforcement Eligible Voting Amounts. The DSRA Funding Covenant Waiver will require a Non-EoD Decision from the Simple Majority Beneficiaries with Pre-Enforcement Eligible Voting Amounts.
- d) The Issuer requests that the Bondholders resolve to authorise the Bond Trustee to approve (and instruct the Intercreditor Agent to approve):

- (i) the Bond Interest Payment Deferral;
- (ii) the Minimum Cash Covenant Test Date Deferral;
- (iii) the LLCR Covenant Test Date Deferral;
- (iv) the DSRA Funding Covenant Test Date Deferral; and
- (v) the waiver of the existing Review Event referred to in paragraph 2.3(h) above.

Capitalised terms used in this section have the meanings given in the Intercreditor Deed to the extent not otherwise defined in this Summons or in the Bond Terms.

The amended Intercreditor Deed is available upon request to the Bond Trustee.

2.5 Standstill Conditions

The "Standstill Conditions" are that:

- a. no Material Event of Default (as defined in the Intercreditor Deed, or any equivalent event of default however described in any other Finance Document) that is not specifically disclosed in this document or the subject of a specific consent in this document occurs under any of the Finance Documents;
- b. no waiver of any Material Event of Default or Material Provision (each as defined in the Intercreditor Deed, or any equivalent event of default or provision however described in any other Finance Document) nor has any provision of a Finance Document (as defined in the Intercreditor Deed) or event or circumstance that may cause a Material Event of Default or breach a Material Provision (each as defined in the Intercreditor Deed, or any equivalent event of default or provision however described in any other Finance Document) has been waived or subject to a standstill or forbearance or deferral without the consent of all the Finance Parties, it being understood that neither this nor paragraph (a) limits the Parent or the Issuer's obligations under the Finance Documents to notify the Finance Parties of the occurrence of any review event or event of default, however described;
- c. by not later than [22 December 2023], the Parent / the Issuer have proposed a term sheet for the restructuring of the NAIF Facility Agreement, the Bond Terms and the WCF Facility Agreement) that the directors consider is reasonably likely to lead to a better outcome for each of Parent / Issuer (in accordance with section 588GA of the *Corporations Act 2001* (Cth));
- d. by not later than 22 December 2023 the Issuer has drawn down at least A\$10,000,000 of the facilities provided by the WA Lender under "Facility C2" of the amended NAIF Facility Agreement (as amended in the manner contemplated in this Summons);
- e. by not later than 31 January 2024 a term sheet (the "**Restructuring Term Sheet**") has been agreed by the Finance Parties;
- f. by not later than 16 February 2024 the relevant parties have agreed and signed definitive documentation to give effect to the restructuring approved by the Finance Parties;
- g. neither the Parent nor the Issuer has refused any reasonable information request made by any of the Finance Parties
- h. each invoice for each Finance Party's advisers which has been presented for payment has been paid within 10 Business Days of presentation;
- i. the Parent has:
 - (i) executed the Amendment Agreement - Featherweight General Security Deed in favour of the Security Trustee in form and substance satisfactory to all of the Finance Parties and securing all obligations of the Parent and the Issuer under the Finance Documents by not later than [20 December 2023]; and
 - (ii) procured the grant of all assets security by Strandline Resources UK (Limited) in favour of the Security Trustee to secure all amounts secured under the Security Trust Deed and the Finance Documents by not later than 19 January 2024;
- j. the Parent has continued to the satisfaction of all the Finance Parties to pursue a sale of the Tanzanian assets (comprising 100% of the shares in Active Resources Ltd and Tanzanian Graphite Ltd, 84% of Nyati Mineral Sands and 99% of Jacana Resources) of the group for the highest price reasonably available, on the basis that the net proceeds of sale of the Tanzanian assets (net of any taxes, costs, fees, expenses or transaction costs associated with that disposal and the amount of any fee paid or payable by the Parent and the Issuer under paragraph 2.10 (*Amendment fee*) below) shall be applied as follows:
 - (i) first to repayment of the principal and interest on "Facility C2" under the NAIF Facility Agreement; and

- (ii) thereafter, as to the balance:
 - a. 75 shall be applied towards repaying the Finance Parties (as provided in the Intercreditor Deed) (the "**Finance Party Sale Proceeds**"); and
 - b. 25% shall be retained by the Issuer in a locked account that may be drawn upon to fund the continuing operations of the Issuer subject to a liquidity test (to be agreed between the parties) being satisfied,

it being understood that the Parent must ensure that any sale process of the Tanzanian assets results in the net sale proceeds being paid directly into the Issuer's locked account by the purchaser (unless the Finance Parties otherwise agree in writing);

- k. by not later than:
 - (i) 7 February 2024 the Parent and the Issuer have delivered to the Finance Parties (to the reasonable satisfaction of the Finance Parties) a board approved final operational plan which:
 - (A) (A) along with other tailings management initiatives, at a minimum demonstrates the ability of the Issuer to mine at a fully ramped-up run-rate capacity of not less than 200ktpa of Heavy Mineral Concentrate; and
 - (B) covers the mine plan for a period which is 5 years from the date of the operational plan.

The Parent and the Issuer will provide the operational plan to the Independent Technical Consultant promptly after the board approves it, and use commercially reasonable endeavours to procure that the Independent Technical Consultant review such plan and provide confirmation to the Finance Parties as soon as reasonably practicable thereafter that it does not consider it to be unachievable. It is a Standstill Condition that the Independent Technical Consultant does not form the view that such operational plan is unachievable;
 - (ii) 7 February 2024 the Parent and the Issuer have delivered to the Finance Parties a board approved financial model;
 - (iii) 12 April 2024 the Parent has raised new funds in the form of an equity capital raise with proceeds net of fees of not less than AU\$30,000,000; and
 - (iv) the Parent and the Issuer continue to implement the board approved plan for the tailings lift and other tailings management initiatives that it has most recently provided to the Finance Parties that has been signed off by the Independent Technical Consultant (as updated from time to time, including on provision of the updated mine plan referred in paragraph (i) above),

2.6 Standstill cessation

If any of the Standstill Conditions ceases to be satisfied then on such date that such Standstill Condition ceases to be satisfied (the "**Standstill Cessation Date**"), unless agreed by all Finance Parties, the payment deferrals and covenant waivers will cease to be of force or effect, and the Parent and the Issuer must pay each amount deferred pursuant to the foregoing paragraphs on the Standstill Cessation Date and must comply with each covenant referred to in section 2.3 (*Covenant waiver and standstill request*) as if it were being tested with reference to the Standstill Cessation Date.

2.7 Adjustments to reflect super senior status and repurpose of Facility C2 under the NAIF Facility Agreement

With respect to Facility C2 (in the amount of A\$15,000,000) ("**Facility C2**") under the NAIF Facility Agreement, the Bondholders resolve to approve adjustments in the Bond Terms and the Intercreditor Deed (and any other Finance Document) to reflect, among other things, the following:

- a) the repurposing of Facility C2 for purposes agreed between NAIF and the Issuer; and
- b) the super senior ranking of Facility C2.

2.8 Amendments to the Bond Terms

The amendments to the Bond Terms necessary to implement the Proposal, be incorporated in the Bond Terms in the form set out in Schedule 1 through an amendment agreement (the "**Amended and Restated Bond Terms** ").

2.9 Additional standstills

The Issuer requests that, for so long as the Standstill Conditions continue to be met, the Bond Trustee does not exercise its rights in respect of the breaches of representations and Events of Default under the Bond Terms, as set out in the table in Schedule 2 to this letter, in each case for the reasons set out in the table in Schedule 2, provided that the standstill shall only apply to the extent that the consequences of such breaches of representations and Events of Default do not become materially worse in any respect to the interests of the Bond Trustee or the Bondholders after the date of this Summons and provided further that such standstill shall cease to apply if any Standstill Condition is not satisfied when required to be satisfied.

2.10 Amendment Fee

As a compensation for, and subject to the Bondholders' approval of Proposal 1 (as well as the approval of the WA Lender and the WCF Lender of similar requests made by the Issuer to each of those parties), the Issuer agrees to pay to the Bondholders a one-time amendment fee of USD450,000, payable pro rata to the Bondholders on the earlier of (i) equity capital raising proceeds being received, (ii) sale of the Tanzanian assets and (iii) 30 June 2024 and (1) based on a record date that is the end of business 2 Business Days before the payment date, and (2) in accordance with the procedures of the relevant central security depository.

2.11 Appointment of legal advisors

The following legal advisors will be appointed by the Bond Trustee on behalf of all the bondholders:

- **Clayton Utz** with respect to the laws of Western Australia; and
- **Advokatfirmaet Thommessen AS** with respect to Norwegian law.

3. EVALUATION OF THE PROPOSAL

The Proposal is put forward to the Bondholders without further evaluation or recommendation from the Bond Trustee. Nothing herein shall constitute a recommendation to the Bondholders from the Bond Trustee. Each Bondholder should independently evaluate the Proposal and vote accordingly.

4. FURTHER INFORMATION

For further questions to the Bond Trustee, please contact Vivian Trøsch, +47 22 87 94 22, trosch@nordictrustee.com.

5. WRITTEN RESOLUTION

Bondholders are hereby provided with a voting request for a Written Resolution pursuant to Clause 17.5 (*Written Resolutions*) of the Bond Terms. For the avoidance of doubt, no Bondholders' Meeting will be held.

It is proposed that the Bondholders resolve the following proposal:

*"The Bondholders approve the Proposal as described in section 3 (Proposal) paragraph 2.1 – 2.10 ("**Proposal 1**") and the Proposal as described in section 3 (Proposal) paragraph 2.11 ("**Proposal 2**") of this Summons.*

The Bond Trustee is hereby authorized to implement the Proposal and carry out other necessary work to implement the Proposal, including to prepare, negotiate, finalize and enter into all necessary agreements in connection with documenting the decisions made by way of this Written Resolution as well as carry out necessary completion work, including agreeing on necessary amendments to the Bond Terms and other Finance Documents."

* * * *

Voting Period: The Voting Period shall expire ten (10) Business Days after the date of this Summons, being on 2 January 2024 at 16:00 Oslo time. The Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority under the Bond Terms prior to the expiration of the Voting Period.

How to vote: A scan of a duly completed and signed Voting Form (attached hereto as Schedule 3), together with proof of ownership/holdings must be received by the Bond Trustee no later than at the end of the Voting Period and must be submitted by e-mail to mail@nordictrustee.com.

Proposal 1 will be passed if either: (a) Bondholders representing at least a 2/3 majority of the total number of Voting Bonds vote in favour of Proposal 1 prior to the expiry of the Voting Period; or (b) (i) a quorum representing at least 50% of the total number of Voting Bonds submits a timely response to the Summons and (ii) the votes cast in favour of the relevant Proposal 1 represent at least a 2/3 majority of the Voting Bonds that timely responded to the Summons.

Proposal 2 will be passed if either: (a) Bondholders representing at least 50 per cent. of the total number of Voting Bonds vote in favour of the relevant Proposal prior to the expiry of the Voting Period; or (b) (i) a quorum representing at least 50% of the total number of Voting Bonds submits a timely response to the Summons and (ii) the votes cast in favour of Proposal 2 represent at least 50 per cent. of the Voting Bonds that timely responded to the Summons.

If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the expiry of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in Clause 17.1 (*Authority of the Bondholders' Meetings*).

The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being achieved.

If the above resolution is not adopted as proposed herein, the Bond Terms and other Finance Documents will remain unchanged.

Yours sincerely

Nordic Trustee AS

A handwritten signature in blue ink, appearing to read 'Vivian Trøsch', with a large, stylized flourish at the end.

Vivian Trøsch

Enclosed:

Schedule 1: Amended and Restated Bond Terms
Schedule 2: Additional representations and Events of Default
Schedule 3: Voting form

Schedule 1: Amended and Restated Bond Terms

**Amended and
restated**

BOND TERMS

FOR

Coburn Resources Pty Ltd Senior Secured Bond Issue 2021/2026

ISIN NO 0010955859

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BOND TERMS between	
ISSUER:	Coburn Resources Pty Ltd, a private limited liability company incorporated under the laws of Australia with Australian company number ACN 165 036 537 and LEI code 9845006AB745B93F1590.
PARENT:	Strandline Resources Limited, a limited liability company incorporated under the laws of Australia with Australian company number ACN 090 603 642.
BOND TRUSTEE:	Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85.
DATED:	Originally dated 25 March 2021, as subsequently amended on or about 8 April 2021 and further amended by an amendment and restatement agreement dated [•] 2023.
These Bond Terms shall remain in effect for so long as any Bonds remain outstanding.	

1. INTERPRETATION

1.1 Definitions

The following terms will have the following meanings:

"**Account Bank**" means:

- (a) National Australia Bank Limited; or
- (b) any other authorised deposit taking institution, with a long-term credit rating of A or higher by Standard & Poor's or a comparable rating from an internationally recognised credit rating agency, which is located in Australia, holds a Project Account and which is approved by the WA Lender.

"**Account Bank Deed**" means any document entered into between the Issuer, the Security Trustee and an Account Bank which is in form and substance acceptable to the WA Lender in relation to the operations of the Project Accounts.

"**Amendment Effective Date**" shall have the meaning ascribed to that term in the Amendment and Restatement Agreement.

"**Amendment and Restatement Agreement**" means the amendment and restatement agreement dated [•] December 2023 and entered into between the Issuer, the Parent and the Bond Trustee in respect of these Bond Terms.

"**Annual Budget**" means an annual budget and forecast for the Project covering each Month of each annual budget period, including budgeted profit and loss, cash flow forecast, capital expenditure budget and operation and maintenance budget, which must:

- (a) include a summary of the assumptions used in preparing that annual budget;
- (a) be approved by the board of the Issuer; and

(b) be agreed between the Issuer and the WA Lender,

as subsequently updated, supplemented or replaced (pursuant to and as approved under the NAIF Facility).

"Approved Hedging Policy and Protocol" means the hedging policy and related hedging protocol approved by the WA Lender under the NAIF Facility from time to time.

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

"Attachment" means any schedule, appendix or other attachment to these Bond Terms.

"AUD Collection Account" means the Australian dollar-denominated bank account opened or to be opened by the Issuer prior to Financial Close and designated by the Issuer as a "Collection Account", together with any replacement and substitute accounts opened with the prior written consent of the WA Lender, and sub-accounts of those accounts.

"AUD Debt Service Reserve Account" means the Australian dollar-denominated bank account opened or to be opened by the Issuer prior to Financial Close and designated as a "Debt Service Reserve Account", together with any replacement and substitute accounts opened with the prior written consent of the WA Lender, and sub-accounts of those accounts.

"Authorisation" means:

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

"Base Case Financial Model" means the computer model relating to the Project and used to produce financial cashflow projections for the Issuer and the Project provided as a condition precedent under clause 6.2(n) (*Pre-First Release Conditions Precedent*), as subsequently updated, supplemented or replaced from time to time in accordance with the NAIF Facility. The Base Case Financial Model shall be agreed between the Issuer and the WA Lender (using TZMI or other agreed price decks and other economic assumptions agreed to by the WA Lender).

"Bond Refinancing" means any facility entered into for the purposes of refinancing or replacing (however described) the Bonds that meets the conditions in the NAIF Facility.

"Bond Refinancing Agreement" means any agreement or terms entered into in connection with any Bond Refinancing.

"Bond Refinancing Reserve Account" means a bank account held with NT Services AS (as escrow agent), and in the name of the Issuer as described in Clause 10.2 (*Bond Refinancing Reserves Account*).

"Bond Repayments" means all scheduled principal repayments in respect of the Bonds which the Issuer is required to pay to comply with its obligations under the Bond Terms, but excluding the final scheduled principal repayment under the Bond Terms.

"Bond Terms" means these terms and conditions, including all Attachments which shall form an integrated part of these Bond Terms, in each case as amended and/or supplemented from time to time.

"Bond Trustee" means the company designated as such in the preamble to these Bond Terms, or any successor, acting for and on behalf of the Bondholders in accordance with these Bond Terms.

"Bond Trustee Fee Agreement" means the agreement entered into between the Issuer and the Bond Trustee relating, among other things, to the fees to be paid by the Issuer to the Bond Trustee for the services provided by the Bond Trustee relating to the Bonds.

"Bondholders" means a person who is registered in the CSD as directly registered owner or nominee holder of a Bond, subject however to Clause 3.3 (*Bondholders' rights*).

"Bondholders' Meeting" means a meeting of Bondholders as set out in Clause 17 (*Bondholders' Decisions*).

"Bonds" means the debt instruments issued by the Issuer pursuant to these Bond Terms.

"Bulk Earthworks Contract" means the document entitled "Major Works Agreement – Coburn Mineral Sands Project – Bulk Earthworks and Access Road Package" dated 31 July 2020 between the Parent and TMM Group (Operations) Pty Ltd ABN 69 149 312 603, as assigned to the Issuer under an agreement between the Parent (as assignor), the Issuer (as assignee) and TMM Group (Operations) Pty Ltd.

"Business Day" means

- (a) in relation to any interest payment or redemption of the Bonds, a day on which both the relevant CSD settlement system is open and the relevant currency of the Bonds settlement system is open; and
- (b) for all other purposes that those referred to in paragraph (a), a day on which banks are open for general business in Perth, Sydney, Canberra and Oslo.

"Business Day Convention" means that if the last day of any Interest Period originally falls on a day that is not a Business Day, no adjustment will be made to the Interest Period.

"Calculation Date" means:

- (a) in respect of the Loan Life Cover Ratio or the Reserve Tail Ratio, each Quarter End Date after the date of Financial Close; and
- (b) in respect of the Debt Service Cover Ratio, each Quarter End Date after the date of Project Completion.

"Calculation Period" means:

- (a) in respect of any Calculation Date which is less than (6) Months after the date of Project Completion, the period from the date of Project Completion to and including that Calculation Date; and
- (b) in respect of any Calculation Date thereafter, the period of (6) Months ending on and including that Calculation Date.

"Call Option" has the meaning given to it in Clause 12.1 (*Voluntary early redemption – Call Option*).

"Call Option Repayment Date" means the settlement date for the Call Option determined by the Issuer pursuant to Clause 12.1 (*Voluntary early redemption – Call Option*) or a date agreed upon between the Bond Trustee and the Issuer in connection with such redemption of Bonds.

"Camp Accommodation Contract" means the document dated on or before Financial Close between the Issuer and the camp accommodation provider in relation to accommodation at the Project site.

"Cash Share Excess Cash" means, in respect of each Cash Share or Lock Up Cash Sweep Date, the amount calculated as:

- (a) the amount available in the Collection Accounts on the immediately preceding Quarter End Date after all amounts set out in paragraphs (a) to (j) (inclusive) of Clause 10.10 (*Waterfall - Withdrawals post Ramp Up Period*) have been paid at that Quarter End Date; less
- (b) the Minimum Unrestricted Cash Balance.

"Cash Share or Lock Up Cash Sweep Date" means each date which is 3 Business Days after delivery of a Compliance Certificate following the date of Project Completion.

"Cash Sweep Excess Cashflow" means, in respect of a Cash Share or Lock Up Cash Sweep Date, the amount calculated as:

- (a) the amount available in the Collection Accounts on the immediately preceding Quarter End Date after all amounts set out in paragraphs (a) to (i) (inclusive) of Clause 10.1010.10 (*Waterfall - Withdrawals post Ramp Up Period*) have been paid at that Quarter End Date; less
- (b) the aggregate of:
 - (i) the Minimum Unrestricted Cash Balance; and
 - (ii) AUD 10,000,000,

which, if less than zero, will be deemed to be zero.

"Catch-up Sweep Amount" means, in respect of any Lock Up Cash Sweep Event:

- (a) the aggregate amount that would have been paid under paragraph (a) of Clause 10.2 (*Bond Refinancing Reserves Account*) on the final Cash Share or Lock Up Cash Sweep Date in respect of that Lock Up Cash Sweep Event if the paragraph (b)(ii) of the definition of Cash Sweep Excess Cashflow were "\$0" (instead of "AUD 10,000,000");

less:

- (b) the sum of all Cash Sweep Excess Cashflow that has been paid under paragraph (a) of Clause 10.2 (*Bond Refinancing Reserves Account*) on the final Cash Share or Lock Up Cash Sweep Date in respect of that Lock Up Cash Sweep Event.

"CFADS" means, in relation to any period, an amount (which may be a negative or positive figure) calculated by deducting "B" from "A", where:

- (a) "A" is the aggregate (without double counting) of:

- (i) the Operating Revenue of the Issuer received or (as the case may be) projected in the Base Case Financial Model to be received in that period; and
 - (ii) amounts received into the Collection Accounts from the WCP Relocation Reserve Account in accordance with paragraphs (d) and (e) of Clause 10.4 (*WCP Relocation Reserve Account*); and
- (b) "B" is the aggregate (without double counting) of:
 - (i) the Operating Costs of the Issuer paid or (as the case may be) projected in the Base Case Financial Model to be paid in that period; and
 - (ii) amounts paid from the Collection Accounts to the WCP Relocation Reserve Account in accordance with paragraph (i) of Clause 10.10 (*Waterfall - Withdrawals post Ramp Up Period*),

and where any of the above amounts are denominated in a foreign currency, converted into Australian dollars:

- (c) for hedged amounts, by taking into account the effect of any Treasury Transactions permitted by the NAIF Facility which, in respect of any calculation of the Debt Service Cover Ratio shall reflect the actual effect of (and the relevant amount will be the amount received by the Issuer under) the Treasury Transaction and in respect of any calculation of the Loan Life Cover Ratio shall reflect the forecast effect of the Treasury Transaction as set out in the then-current Base Case Financial Model; and
- (d) for unhedged amounts, converted into Australian dollars at the relevant exchange rate used in the assumptions in the Base Case Financial Model for the relevant period.

"Chemours Ilmenite Agreement" means the document entitled "Coburn Ilmenite Agreement" dated 17 April 2020 between the Parent (as seller), Chemours Company FC, LLC, Chemours International Operations Sàrl and Chemours Company Singapore Pte. Ltd, as assigned to the Issuer under an agreement between the Parent (as assignor), the Issuer (as assignee), Chemours Company FC, LLC, Chemours International Operations Sàrl and Chemours Company Singapore Pte. Ltd.

"Chilches Premium Zircon Agreement" means the document entitled "Offtake Agreement – Coburn Heavy Mineral Sands Project, Australia" dated 2 July 2020 between the Parent (as seller) and Chilches Materials S.A., as assigned to the Issuer under an agreement between the Parent (as assignor), the Issuer (as assignee) and Chilches Materials S.A..

"Collection Accounts" means an AUD-denominated and a USD-denominated account held with the Account Bank located in Australia, and in the name of the Issuer.

"Committed Funding" means the aggregate (without double counting) of the following amounts:

- (a) for the purposes of the Physical Completion Cost to Complete Test and the Project Completion Cost to Complete Test:
 - (i) the Available Commitment for Facility B, after any Utilisation of Facility B is made under an issued utilisation request (if any);

- (ii) the "available commitment" (however described) under the Bonds including any amount standing to the credit of the Escrow Account;
- (iii) the amount standing to the credit of the Collection Accounts and the Insurance Proceeds Account at that time;
- (iv) the Cost Overrun Proceeds provided that the Cost Overrun Conditions have been satisfied, in which case a revised Project Completion Cost to Complete Certificate and (where applicable) a revised Physical Completion Cost to Complete Certificate may be provided to the WA Lender;
- (v) the amount of any liquidated damages under a Project Document (which have not already been deposited into the Collection Accounts) and which the Issuer demonstrates to the satisfaction of the WA Lender are due and payable to the Issuer at such time by a counterparty to a Project Document, to the extent that either:
 - (A) the Issuer is entitled to draw an amount in respect of such liquidated damages under a performance bond, bank guarantee or any other form of security under that Project Document; or
 - (B) the WA Lender is otherwise satisfied that such amount will actually be paid by that counterparty to the Project Document prior to:
 - (aa) for the purposes of the Physical Completion Cost to Complete Test, the then scheduled date for satisfying the Physical Completion Test; and
 - (bb) for the purposes of the Project Completion Cost to Complete Test, the earlier of the then scheduled date for achieving Project Completion and the Sunset Project Completion Date; and
- (vi) the amount of any other committed sources of funding available to the Issuer (which has been accepted by the WA Lender); and
- (b) for the purposes of the Project Completion Cost to Complete Test only, forecast Operating Revenue (other than any liquidated damages already covered by paragraph (v) above) up to the Forecast Project Completion Date in accordance with the Base Case Financial Model (using the low case for TZMI),

and to the extent any of the above amounts are denominated in a foreign currency, converted into Australian dollars at the relevant exchange rate used in the assumptions in the Base Case Financial Model for the relevant period.

"Compliance Certificate" means a statement substantially in the form as set out in Attachment 1 hereto.

"Construction Costs" means the costs incurred by the Issuer or for which the Issuer is liable (including, for example, third party costs that are not directly incurred by the Issuer, but which are reimbursed by the Issuer) (without double counting):

- (a) in the engineering, design and construction of the Project in accordance with the Process Plant Design and Construct Contract and any other agreement between the Issuer and another person for the engineering, design or construction of the Project; and

(b) otherwise as owner of the Project in connection with the construction of the Project, where they are forecast, as forecast in accordance with the Base Case Financial Model.

"Construction Report" means a report substantially in a form set out in Part I (Construction Report and Completion Tests) of Attachment 3.

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

"Cost Overrun Account" means the AUD-denominated bank account opened or to be opened by the Issuer prior to Financial Close and designated by the Issuer as the "Cost Overrun Account", together with any replacement and substitute accounts opened with the prior written consent of the WA Lender, and sub-accounts of those accounts.

"Cost Overrun Conditions" means each of the following conditions:

- (a) the Project Completion Cost to Complete Test and (where applicable) the Physical Completion Cost to Complete Test cannot be met without including in the Committed Funding, the Cost Overrun Proceeds, provided that any cost overrun in excess of the Cost Overrun Proceeds is to be satisfied from additional equity or Subordinated Issuer Debt; and
- (b) the Independent Technical Consultant has certified the cost overrun (including as to the amount of the cost overrun).

"Cost Overrun Proceeds" means the amount standing to the credit of the Cost Overrun Account at any time (which as at the date of First Release, shall be an amount equal to AUD 11 million).

"Cost to Complete – Physical Completion" means at any time, the aggregate of (without double counting):

- (a) all Construction Costs at that time payable to achieve Physical Completion or are otherwise payable as set out in the Base Case Financial Model up to Physical Completion (and in each case, whether payable before or after Physical Completion) but not yet paid, as certified by the Independent Technical Consultant;
- (b) all Financing Costs (including capitalised interest) at that time payable up to Physical Completion but not yet paid, as set out in the Base Case Financial Model;
- (c) all Operating Costs at that time payable to achieve Physical Completion or are otherwise payable as set out in the Base Case Financial Model up to Physical Completion (and in each case, whether payable before or after Physical Completion) but not yet paid, as certified by the Independent Technical Consultant;
- (d) all Project Costs at that time payable to achieve Physical Completion or are otherwise payable as set out in the Base Case Financial Model up to Physical Completion (and in each case, whether payable before or after Physical Completion) but not yet paid, as certified by the Independent Technical Consultant;
- (e) all cost overruns to the Project Costs at that time payable, or which the Issuer forecasts will be payable to achieve Physical Completion or are otherwise payable as set out in the Base Case Financial Model up to Physical Completion (and in each case, whether payable before

or after Physical Completion) but not yet paid, as certified by the Independent Technical Consultant;

- (f) any scheduled principal repayments under any Working Capital Facility Agreement at that time payable up to Physical Completion but not yet paid, as set out in the Base Case Financial Model, other than any amounts falling due under the Working Capital Facility Agreement which will be available for simultaneous redrawing according to the terms of the Working Capital Facility Agreement;
- (g) amounts required to maintain the Minimum Unrestricted Cash Balance in the Collection Accounts up to Physical Completion, as set out in the Base Case Financial Model; and
- (h) any other costs which the Issuer forecasts it will incur in respect of the Project in connection with achieving Physical Completion or are otherwise payable as set out in the Base Case Financial Model up to Physical Completion (and in each case, whether payable before or after Physical Completion), but not yet paid, as certified by the Independent Technical Consultant,

and to the extent any of the above amounts are denominated in a foreign currency, converted into Australian dollars at the relevant exchange rate used in the assumptions in the Base Case Financial Model for the relevant period.

"Cost to Complete – Project Completion" means at any time, the aggregate of (without double counting):

- (a) all Construction Costs at that time payable to achieve Project Completion or are otherwise payable as set out in the Base Case Financial Model up to Project Completion (and in each case, whether payable before or after Project Completion) but not yet paid, as certified by the Independent Technical Consultant;
- (b) all Financing Costs (including capitalised interest) at that time payable up to Project Completion but not yet paid, as set out in the Base Case Financial Model;
- (c) all Operating Costs at that time payable to achieve Project Completion or are otherwise payable as set out in the Base Case Financial Model up to Project Completion (and in each case, whether payable before or after Project Completion) but not yet paid, as certified by the Independent Technical Consultant;
- (d) all Project Costs at that time payable to achieve Project Completion or are otherwise payable as set out in the Base Case Financial Model up to Project Completion (and in each case, whether payable before or after Project Completion) but not yet paid, as certified by the Independent Technical Consultant;
- (e) all cost overruns to the Project Costs at that time payable, or which the Issuer forecasts will be payable to achieve Project Completion or are otherwise payable as set out in the Base Case Financial Model up to Project Completion (and in each case whether payable before or after Project Completion) but not yet paid, as certified by the Independent Technical Consultant;
- (f) any scheduled principal repayments under any Working Capital Facility Agreement at that time payable up to Project Completion but not yet paid, as set out in the Base Case Financial

Model, other than any amounts falling due under the Working Capital Facility Agreement which will be available for simultaneous redrawing according to the terms of the Working Capital Facility Agreement;

- (g) amounts required to maintain the Minimum Unrestricted Cash Balance in the Collection Accounts up to Project Completion, as set out in the Base Case Financial Model;
- (h) amounts required to maintain the Debt Service Reserve Accounts at the DSRA Required Balance up to Project Completion, as set out in the Base Case Financial Model; and
- (i) any other costs which the Issuer forecasts it will incur in respect of the Project in connection with achieving Project Completion or are otherwise payable as set out in the Base Case Financial Model up to Project Completion (and in each case, whether payable before or after Project Completion), but not yet paid, as certified by the Independent Technical Consultant,

and to the extent any of the above amounts are denominated in a foreign currency, converted into Australian dollars at the relevant exchange rate used in the assumptions in the Base Case Financial Model for the relevant period.

"**CSD**" means the central securities depository in which the Bonds are registered, being Verdipapirsentralen ASA (VPS).

"**Dangerous Substance**" means any natural or artificial substance (including petroleum and whether in a solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any such other substance) capable of causing harm to the Environment or damaging the Environment or public health or welfare including any noxious, hazardous, toxic, dangerous, special or controlled waste or other polluting substance or matter.

"**Default**" means an event of default which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an event of default.

"**Default Notice**" means a written notice to the Issuer as described in Clause 16.25 (*Acceleration of the Bonds*).

"**Default Repayment Date**" means the settlement date set out by the Bond Trustee in a Default Notice requesting early redemption of the Bonds.

"**Denham Road Project**" means the new road connecting the Project to Denham, Western Australia.

"**Distribution**" means:

- (a) a dividend, distribution, share buy-back or other return of capital; and
- (b) any payment of principal, interest or any other amount under any Subordinated Parent Debt or Subordinated Issuer Debt.

"**Distribution Conditions**" means the following:

- (a) no Default, Review Event, or Lock Up Cash Sweep Event is continuing or would result from the proposed Distribution;

- (b) the later of:
 - (i) the first scheduled principal repayment under the Bonds; and
 - (ii) the date that is 12 Months after the end of the Ramp Up Period has occurred;
- (c) Project Completion has occurred;
- (d) the Debt Service Reserve Accounts are funded to the DSRA Required Balance;
- (e) the WCP Relocation Reserve Account is funded in full in accordance with Clause 10.4 (*WCP Relocation Reserve Account*);
- (f) no Catch-up Sweep Amount (or any portion thereof) remains owing by the Issuer in accordance with Clause 10.2 (*Bond Refinancing Reserves Account*);
- (g) the payment of the proposed Distribution is made within 15 days after the date on which the Issuer provides a Compliance Certificate to the WA Lender and the NAIF Representative; and
- (h) the amount of the proposed Distribution is not more than the balance of the Collection Accounts at the relevant Calculation Date, after paying all amounts in paragraphs (a) to (m) (inclusive) of Clause 10.10 (*Waterfall - Withdrawals post Ramp Up Period*) and after deducting the Minimum Unrestricted Cash Balance on the relevant Calculation Date.

"DSRA Required Balance" means on any day the aggregate of:

- (a) all Financing Costs in respect of Facility B, Facility C (if and when available following compliance with applicable conditions precedent under the NAIF Facility)) and the Bonds and any Bond Refinancing;
- (b) all principal repayments in respect of Facility B and (in respect of Facility C, if and when available following compliance with applicable conditions precedent under the NAIF Facility) Facility C which the Issuer will be required to pay to comply with its obligations under the NAIF Facility; and
- (c) all Bond Repayments,

in each case, during the six (6) Month period beginning on the day after that day, provided that, where in the 6 Month period beginning on the day after that day;

- (d) there is only 1 scheduled principal repayment to the Bonds, or if the Bonds have been redeemed or repaid in full and replaced with any Bond Refinancing, to any Bond Refinancing, then the first principal repayment to Facility B and (in respect of Facility C, on and from the date that all of the conditions precedent under the NAIF Facility has been satisfied) Facility C will be included; or
- (e) there are no scheduled principal repayments to the Bonds, or if the Bonds have been redeemed or repaid in full and replaced with any Bond Refinancing, to any Bond Refinancing, then both the first and second principal repayment to Facility B and (in respect of Facility C, on and from the date that all of the conditions precedent have been satisfied) Facility C will be included.

"Early Prepayment Conditions" means:

- (a) the Issuer delivers to the WA Lender and the NAIF Representative a Physical Completion Certificate dated no earlier than ten (10) Business Days prior to the proposed prepayment date showing that the Physical Completion Test has been satisfied;
- (b) the proposed prepayment date is a date during the Ramp Up Period; and
- (c) the proposed prepayment is being made for the purposes of, and in accordance with, an Equity Cure.

"Electricity Supply Agreement" means the document dated on or before Financial Close between the Issuer and Contract Power Australia Pty Ltd (ABN 48 081 538 258) in relation to the supply of electricity to the Project site.

"Environment" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water).

"Environmental and Social Law" means:

- (a) any applicable law or regulation which relates to:
 - (i) the pollution or protection of the Environment;
 - (ii) the conditions of the workplace; or
 - (iii) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste; and
- (b) any applicable law or regulation concerning labour matters; social security; the regulation of industrial relations; the protection of health and safety; the protection and regulation of the ownership of land, immovable property, intellectual property, cultural property and other assets; the protection and empowerment of indigenous peoples or ethnic groups; the protection, restoration and promotion of cultural heritage; the protection of human rights; or the protection or empowerment of employees, citizens or other people.

"Environmental and Social Permit" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental and Social Law for the operation of the business of any Obligor.

"Equity Raise Long Stop Date" means 31 July 2021.

"Escrow Account" means the blocked bank account in USD to be established by the Issuer with NT Services AS (as escrow agent) prior to the Issue Date, to which the net proceeds from the Initial

Bond Issue amount shall be transferred in connection with the issuance of the Bonds on the Issue Date, provided that all Pre-Settlement Conditions Precedent (as described below) have been satisfied.

"Escrow Account Pledge" means the pledge over the Escrow Account pursuant to the First Bond Escrow Account Pledge, where the bank operating the account and NT Services AS have waived any set-off rights.

"Escrow Account Release Notice" means escrow release notices in form and substances as set out in Attachment 1 to these Bond Terms accompanied by;

- (a) a description of the purpose of the proposed release;
- (b) for each utilisation until the Physical Completion Test has been met;
 - (i) a Physical Completion Cost to Complete Certificate showing that the Physical Completion Cost to Complete Test has been satisfied; and
 - (ii) a Project Completion Cost to Complete Certificate showing that the Project Completion Cost to Complete Test has been satisfied;
- (c) for each utilisation after the Physical Completion Test has been met, a Project Completion Cost to Complete Certificate showing that the Project Completion Cost to Complete Test has been satisfied;
- (d) a Project Completion Cost to Complete Certificate showing that the Time to Complete Test has been met (which for the avoidance of doubt, can be included in the same Project Completion Cost to Complete Certificate received by WA Lender under (as relevant) paragraph (b) or (c) of this definition of Escrow Account Release Notice; and
- (e) a certificate identifying details of the invoices which are to be funded by the proposed release, certified by the Independent Technical Consultant.

"Event of Default" means any of the events or circumstances specified as such in Clause 16 (*Events of Default*).

"Exchange" means:

- (a) Oslo Børs (the Oslo Stock Exchange); or
- (b) any regulated market as such term is understood in accordance with the Markets in Financial Instruments Directive (Directive 2004/39/EC) or the Markets in Financial Instruments Directive 2014/65/EU (MiFID II), as applicable.

"Facility B" means the AUD 130,000,000 facility under the NAIF Facility.

"Facility C1" means the AUD 5,000,000 facility under the NAIF Facility.

"Facility C2" means the AUD 15,000,000 facility under the NAIF Facility.

"Featherweight Security Deed" means the featherweight security deed dated on or about the date of the NAIF Facility between the Parent and the Security Trustee.

"Finance Documents" means the Amendment and Restatement Agreement, these Bond Terms, the Bond Trustee Fee Agreement, the Intercreditor Deed, the Security Trust Deed, Security

Documents and any other document designated by the Issuer and the Bond Trustee as a Finance Document.

"Financial Close" means the time that all conditions precedent to "Financial Close" have been received under the NAIF Facility; notice of which will be sent by the Issuer to the Bond Trustee, enclosing a copy of the notice of satisfaction of conditions precedent to "Financial Close" from the WA Lender to the Issuer.

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

- (a) moneys borrowed and any debit balance at any financial institution;
- (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with GAAP in force prior to 1 January 2019 have been treated as an operating lease);
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any redeemable shares where the holder has the right, or the right in certain conditions, to require redemption;
- (g) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (h) consideration for the acquisition of assets or services payable more than 180 days after acquisition;
- (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

"Financing Costs" means interest, fees, discounts, costs and expenses and all other amounts payable by the Issuer in relation to its Financial Indebtedness under the Secured Creditor Agreements, other than payments of principal, or termination or close out amounts under any

Hedging Agreement (other than, for the avoidance of doubt, any fees payable to the Intercreditor Agent, Security Trustee or the Bond Trustee in respect of those roles).

"Financial Reports" means;

- (a) the Original Financial Statements; and
- (b) the audited or unaudited annual financial statements, half-year financial statements or interim financial statements referred to in Clause 14.1 (*Financial Reports*).

"First Call Date" means the Interest Payment Date falling in December 2023.

"First Release" has the meaning given in clause 6.2 (*Pre-first Release Conditions Precedent*).

"Forecast Project Completion Date" means the earlier of:

- (a) the Sunset Project Completion Date; and
- (b) the date the Project is forecast to be completed, as most recently certified by the Issuer, confirmed by the Independent Technical Consultant and accepted by the WA Lender in a Project Completion Cost to Complete Certificate.

"GAAP" means generally accepted accounting principles, standards and practices in Australia.

"Good Operating Practice" means:

- (a) if a Project Document includes a standard of good practice which applies in a particular event or circumstance, for the purposes of that event or circumstance only, the standard of good practice defined in that Project Document; and
- (b) in all other cases, the exercise of skill, prudence and operating practice which would be reasonably and ordinarily expected from a skilled and experienced owner and operator engaged in the same business as the Issuer under similar circumstances, in compliance in all material respects with all applicable legislation, industry codes of practice, Authorisations and all relevant documents relating to the Project or the Issuer's business.

"Governmental Agency" means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange.

"Group" means the Parent and its Subsidiaries from time to time.

"Group Company" means any person which is a member of the Group.

"Guarantee" has the meaning given in the Security Trust Deed.

"Guarantor" means the Parent.

"Hedge Counterparty" means any person which is, or has become, a party to the Security Trust Deed as a Hedge Counterparty in accordance with the provisions of the Security Trust Deed.

"Hedging Agreement" means any ISDA master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Issuer and a Hedge Counterparty for the purpose of hedging only the types of liabilities and/or risks in relation to the Facilities which is required or

permitted to be entered into by the NAIF Facility in accordance with the Approved Hedging Policy and Protocol.

"Independent Technical Consultant" means the independent technical consultant appointed by the WA Lender with prior consultation with the Issuer (and with the WA Lender acting reasonably) prior to Financial Close, or any other independent technical consultant subsequently appointed by the WA Lender with prior consultation with the Issuer (and with the WA Lender acting reasonably) from time to time, provided that any such independent technical consultant shall:

- (a) either be SRK Consulting (Australasia) Pty Ltd, CSA Global Pty Ltd, Palaris Mining Pty Ltd, Behre Dolbear Australia Pty Ltd or any other firm approved by the Bond Trustee and the WA Lender;
- (b) act for the benefit of all Secured Creditors and each Secured Creditor shall be entitled to rely on the work performed by the Independent Technical Consultant and be appointed on terms reasonably acceptable to the Bond Trustee and the WA Lender;
- (c) for each utilisation of any funds under the Senior Facilities *inter alia*:
 - (i) until the Physical Completion Test has been met:
 - (A) perform a Physical Completion Cost to Complete Test in order to confirm that the Committed Funding exceeds the Cost to Complete – Physical Completion at that time; and
 - (B) perform a Project Completion Cost to Complete Test in order to confirm that the Committed Funding exceeds the Cost to Complete – Project Completion at that time; or
 - (ii) after the Physical Completion Test has been met, perform a Project Completion Cost to Complete Test in order to confirm that the Committed Funding exceeds the Cost to Complete – Project Completion at that time; and
 - (iii) perform a Time to Complete Test in order to confirm that the date of Project Completion is reasonably likely to be achieved by the Sunset Project Completion Date.

"Industrie Bitossi Premium Zircon Agreement" means the document entitled "Offtake Agreement – Coburn Heavy Mineral Sands Project, Australia" dated 17 April 2020 between the Parent (as seller) and Industrie Bitossi S.p.A, Colorobbia Espana S.A. and Minerals 2000 S.A. (collectively as buyer), as amended by the document entitled "Variation of Offtake Agreement" dated 3 July 2020 between the same parties, and as assigned to the Issuer under an agreement between the Parent (as assignor), the Issuer (as assignee), Industrie Bitossi S.p.A, Colorobbia Espana S.A. and Minerals 2000 S.A..

"Initial Bond Issue" means the aggregate Nominal Amount of all Bonds issued on the Issue Date.

"Initial Nominal Amount" means the nominal amount of each Bond as set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

"Insolvent" means that a person:

- (a) is unable or admits inability to pay its debts as they fall due;
- (b) suspends making payments on any of its debts generally; or
- (c) is otherwise considered insolvent or bankrupt within the meaning of the relevant bankruptcy legislation of the jurisdiction which can be regarded as its centre of main interest as such term is understood pursuant to Regulation (EU) 2015/848 on insolvency proceedings (as amended from time to time).

"Intercreditor Deed" means the intercreditor deed to be made between, among others, the Parent, the Issuer, the WA Lender, the Intercreditor Agent (as defined therein), the Security Trustee and the Bond Trustee and the WCF Lender, which contains certain provisions on intercreditor matters such as voting thresholds and procedures for waivers of, request for amendments of or other consents amongst the Secured Creditors in respect of the Finance Documents, including these Bond Terms (among other documents).

"Interest Payment Date" means the last day of each Interest Period, the first Interest Payment Date being on 20 June 2021 and the last Interest Payment Date being the Maturity Date.

"Interest Period" means, subject to adjustment in accordance with the Business Day Convention:

- (a) the period from the Issue Date to 20 June 2021; and thereafter
- (b) each period of 3 months ending on 20 September, 20 December, 20 March and 20 June of each year, provided however that an Interest Period shall not extend beyond the Maturity Date.

"Interest Rate" means 12 percentage points per annum.

"ISIN" means International Securities Identification Number.

"Issue Date" means 30 March 2021.

"Issuer" means the company designated as such in the preamble to these Bond Terms.

"Issuer's Bonds" means any Bonds which are owned by the Issuer or any Group Company.

"Joint Venture" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

"JORC Code" means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves published by the Joint Ore Reserve Committee of the Australasian Institute of Mining and Metallurgy, the Australian Institute of Geoscientists and the Minerals Council of Australia, effective as at December 2012, as updated from time to time.

"Life of Mine Plan" means, at any time, the then current life of mine plan prepared by the Issuer in respect of the Project as incorporated into the Base Case Financial Model as subsequently updated, supplemented or replaced from time to time to reflect changes to the Base Case Financial Model and Annual Budget.

"Listing Failure Event" means:

- (a) that the Bonds have not been admitted to listing on an Exchange within twelve (12) Months following the Issue Date, or
- (b) in the case of a successful admission to listing, that the Bonds ceased to be admitted to listing on an Exchange.

"LNG Supply Contract" means the document dated on or before Financial Close between the Issuer and Woodside Energy (LNG) Fuels and Power Pty Ltd (ACN 626 310 727) and EDL LNG Fuel to Power Pty Ltd (ACN 054 545 069) in relation to the supply of trucked LNG to the Project site.

"Lock Up Cash Sweep Event" means on any Calculation Date on and from the date of Project Completion:

- (a) the Loan Life Cover Ratio is less than 1.50:1 times;
- (b) the Debt Service Cover Ratio is less than 1.40:1 times; or
- (c) the Reserve Tail Ratio is less than 30%.

"Logistics Contract" means the logistics contract (in form and substance satisfactory to the WA Lender) to be entered into by the Issuer in respect of the Project.

"Long Stop Date" means 30 September 2021.

"Make Whole Amount" means an amount equal to the sum of:

- (a) the present value on the Call Option Repayment Date of 106.0 per cent of the Nominal Amount of the redeemed Bonds as if such payment originally had taken place on the First Call Date; and
- (b) the present value on the Call Option Repayment Date of the remaining interest payments of the redeemed Bonds, less any accrued and unpaid interest on the redeemed Bonds as at the Call Option Repayment Date, to the First Call Date,

where the present value shall be calculated by using a discount rate of 0.25% p.a.

"Managers" means ABG Sundal Collier ASA and Pareto Securities AS.

"Mandatory Prepayment and Redemption Event" means the occurrence of any event listed in Clause 12.3 (*Mandatory Prepayment and Redemption Events – NAIF Facility termination*), Clause 12.4 (*Mandatory Prepayment and Redemption Events – NAIF Facility voluntary prepayment or cancellation*), 12.5 (*Mandatory Prepayment and Redemption Events – Insurance mandatory redemption*) and Clause 12.6 (*Mandatory Prepayment and Redemption Events – asset sale*).

"Material Adverse Effect" means a material adverse effect on:

- (a) the business, operations, financial, environmental or social condition, or assets of any Obligor; or
- (b) the ability of an Obligor to perform its payment or other material obligations under any Transaction Documents to which it is a party; or

- (c) the legality, validity or enforceability of the whole or any part of any Transaction Document or ranking of any Security granted or purporting to be granted pursuant to any of, the Transaction Documents.

"Material E&S Incident" means any incident, event or circumstance connected with the Project that results in:

- (a) the death of, or significant injury to, one or more persons;
- (b) a material threat to the health or safety of one or more persons;
- (c) significant damage to property or the Environment;
- (d) significant protest or other civil action (whether carried out by persons engaged in activities relating to the Project, the public or otherwise) which is directed against any Obligor or any activities relating to or connected with the Project; or
- (e) material breaches or violations of Environmental and Social Laws and Environmental and Social Permits.

"Maturity Date" means 20 March 2026, adjusted according to the Business Day Convention.

"Minimum Unrestricted Cash Balance" means AUD 10,000,000.

"Mining Information" means all exploration and mining information, documents, maps, reports, records, studies and other written data in connection with the Project, including all data stored on magnetic tapes, disks or diskettes or any other computer storage media, relating to geological, geochemical, geophysical work, metallurgical, engineering and processing feasibility studies and other operations conducted in connection with the Project.

"Mining Services Contract" means the document dated on or before Financial Close between the Issuer and the mining services provider in relation to certain mining services to be provided for the Project.

"Month" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

The above rules will only apply to the last Month of any period.

"NAIF" means Northern Australia Infrastructure Facility, a body corporate constituted under the NAIF Act.

"NAIF Act" means the *Northern Australia Infrastructure Facility Act 2016* (Cth).

"NAIF Facility" means an AUD 150,000,000 Facility Agreement between the Issuer, the Parent and the WA Lender, and the NAIF Supplemental Agreement (if any) for the purposes agreed between NAIF and the Issuer, including inter alia financing of the Project and the Denham Road Project.

"NAIF Representative" means:

- (a) a director or secretary of NAIF, or any person who holds or purports to hold a position within NAIF which includes in that person's title or designation, the word "director", "chief", "head" or "general counsel" (or a person performing, or purporting to perform", the functions of any of them); or
- (b) any other person appointed by NAIF to act on its behalf, and which is notified to the Issuer from time to time.

"Nanda Native Title Party" means Violet Drury, Noel Kelly, Mary Tullock, Phyliss McMahon, Lorraine Whitby, Lorna Lewis, Steven Kelly, June Ruffin, Clive Mallard, Barry Randall, Bevan Drage, Bill Mallard and William Mallard for and on behalf of the Nanda People.

"Nanjing Sanxiang Zircon Concentrate Agreement" means the document entitled "Offtake Agreement – Coburn Heavy Mineral Sands Project, Australia – Strandline Resources Limited and Nanjing RZisources International Trading Co. Ltd" dated 17 April 2020 between the Parent (as seller), Nanjing RZisources International Trading Co., Ltd and Sanxiang Advanced Materials Co., Ltd, as assigned to the Issuer under an agreement between the Parent (as assignor), the Issuer (as assignee), Nanjing RZisources International Trading Co., Ltd and Sanxiang Advanced Materials Co., Ltd.

"Nominal Amount" means the Initial Nominal Amount (less the aggregate amount by which each Bond has been partially redeemed, if any, pursuant to Clause 12 (*Redemption and repurchase of Bonds*) and/or Clause 13 (*Purchase and transfer of Bonds*) or any other amount following a split of Bonds.

"Obligors" means the Issuer and the Guarantor(s) and any other company acceding as an additional obligor under the Security Trust Deed from time to time (each an **"Obligor"**).

"Offtake Agreement" means each of:

- (a) the Chemours Ilmenite Agreement;
- (b) the Nanjing Sanxiang Zircon Concentrate Agreement;
- (a) the Chilches Premium Zircon Agreement;
- (b) the Industrie Bitossi Premium Zircon Agreement;
- (c) the Venator Supply Agreement; and
- (d) any other offtake agreement between an Obligor and a third party relating to the sale of Product from the Project.

"Operating Costs" means the costs, fees and expenses paid, payable or forecast to be paid (as applicable) by the Issuer (without double counting) in operating the Project (in respect of any forecast, as set out in the Base Case Financial Model) (excluding interest, fees and other amounts

in the nature of interest on Financial Indebtedness or Taxes on those amounts not listed in the following) including):

- (a) payments under Project Documents and any other documents or contracts entered into by the Issuer in respect of the operation of the Project (other than the Process Plant Design and Construct Contract and the Bulk Earthworks Contract);
- (b) ongoing maintenance and repair costs, fees and expenses;
- (c) lease payments in respect of the Project;
- (d) sustaining capital expenditure (including maintenance and repair costs, fees and expenses which constitute capital expenditure);
- (e) government charges, rates, rent and other outgoings;
- (f) Royalty Obligations;
- (g) costs, fees and expenses of the Issuer to maintain its incorporation, office, staff (including wages and superannuation) and other marketing and administrative costs, fees and expenses in an amount no greater than that provided in the most recent Base Case Financial Model;
- (h) fees payable to the Intercreditor Agent, Security Trustee and the Bond Trustee in respect of those roles;
- (i) fees of consultants and other advisers;
- (j) insurance premiums;
- (k) Taxes; and
- (l) any other costs, fees and expenses the Issuer and the WA Lender agree are Operating Costs.

"Operating Revenue" means all amounts the Issuer receives, or is forecast to receive, in that period from or in relation to the Project in the nature of revenues received by the Issuer on a cash basis (in respect of any forecast, as set out in the Base Case Financial Model) including:

- (a) proceeds of all sales of Product;
- (b) all revenue (or amounts in the nature of revenue) received by the Issuer;
- (c) compensation and other amounts which represent a return on, or compensation for, lost revenue, the proceeds of business interruption insurance claims and liquidated damages;
- (d) interest on bank accounts to the extent paid into the Collection Accounts; and
- (e) any Tax rebate or refund,

and any other amounts the Issuer and the WA Lender agree are Operating Revenue, but excluding any amounts drawn under the Facilities or received under any other Secured Creditor Agreement.

"Operational Completion Certificate" means a certificate from the Issuer in the form of Part III (Form of Operational Completion Certificate) of Attachment 3 (Construction Report and Completion Tests), signed by the Issuer, certified by the Independent Technical Consultant and

accepted by the WA Lender (acting reasonably) in respect of any item not certified by the Independent Technical Consultant. It shall not relate to the Denham Road Project.

"Operational Completion Test" has the meaning given to it in Part III (Form of Operational Completion Certificate) of Attachment 3 (Construction Report and Completion Tests).

"Ore Resource and Reserve Report" means an ore resource and reserve report with respect to the Project, substantially in a form agreed between the Issuer and the WA Lender.

"Original Financial Statements" means:

- (a) in relation to the Parent, the audited consolidated financial statements of the Group for the financial year ended 30 June 2020; and
- (b) in relation to each Original Obligor other than the Parent, its financial statements for its financial year ended 30 June 2020.

"Original Obligor" means the Issuer or the Parent.

"Outstanding Bonds" means any Bonds not redeemed or otherwise discharged.

"Overdue Amount" means any amount required to be paid by the Issuer under any of the Finance Documents but not made available to the Bondholders on the relevant Payment Date or otherwise not paid on its applicable due date.

"Parent" means the Guarantor.

"Partial Payment" means a payment that is insufficient to discharge all amounts then due and payable under the Finance Documents.

"Pastoral Lease" means the pastoral lease with registered number N049686 dated 12 May 2015 between the State of Western Australia acting through the Minister for Lands, a body corporate under the Land Administration Act 1997 as lessor and the Parent as lessee, in respect of the whole of land comprised in Certificate of Title Volume LR3067 Folio 231 and Certificate of Title Volume LR3085 Folio 124, as transferred to the Issuer prior to Financial Close.

"Paying Agent" means NT Services AS.

"Payment Date" means any Interest Payment Date or any Repayment Date.

"Permitted Acquisition" means:

- (a) in the case of the Parent or any Subsidiary (other than the Issuer) of the Parent:
 - (i) prior to the date of Project Completion:
 - (A) any acquisition of shares held by the Parent in another Obligor or in any other person before Financial Close and shown in the Group structure chart provided as Pre-First Release conditions precedent);
 - (B) any acquisition of land or exploration tenements, plant, equipment or other property in Tanzania in respect of the Fungoni or Tajiri mineral sands projects;

- (C) any acquisition for which the total consideration is less than AUD 5,000,000 (in aggregate with other acquisition permitted under this paragraph, per financial year of the Parent); or
 - (D) any other acquisition or investment with the prior written consent of the WA Lender;
- (ii) after the date of Project Completion, any acquisition of any asset of any kind; and
- (b) in the case of the Issuer:
 - (i) any acquisition of Project Assets or any other asset to be used in connection with the Project; or
 - (ii) any other acquisition or investment with the prior written consent of the WA Lender.

"Permitted Disposal" means any sale, lease, licence, transfer or other disposal which is on arm's length terms:

- (a) of Product, pursuant to the Offtake Agreements;
- (b) of assets other than Product, in the ordinary course of ordinary trading of the applicable Obligor;
- (c) of assets (other than shares in an Obligor), businesses, real property or intellectual property) in exchange for other assets comparable or superior as to type, value and quality (other than an exchange of a non-cash asset for cash);
- (d) of obsolete or redundant vehicles, plant and equipment for cash which are surplus or otherwise no longer required for the purpose of the Obligors' ordinary course of ordinary trading activities;
- (e) arising as a result of any Permitted Security;
- (f) with the prior written consent of the WA Lender; or
- (g) of assets (other than shares in an Obligor or Product) for cash where the higher of the market value and net consideration receivable (when aggregated with the higher of the market value and net consideration receivable for any other sale, lease, licence, transfer or other disposal not allowed under the preceding paragraphs) does not exceed:
 - (i) in the case of Obligors other than the Parent, an aggregate of AUD 500,000 (or its equivalent in any other currency or currencies) in any financial year; and
 - (ii) in respect of the Parent, AUD 5,000,000 (or its equivalent in any other currency or currencies) in any financial year;
- (h) in respect of the Parent prior the date of Project Completion, all or any part of its interests in the Fungoni and Tajiri mineral sands projects; or
- (i) in respect of the Parent after the date of Project Completion, any asset of the Parent other than any shares in the Issuer, any loans advanced to the Issuer, any other asset the subject of

the specific security deed granted by the Parent to the Security Trustee, and (if any) any Project Asset.

"Permitted Distribution" means:

- (a) the payment of a Distribution to the Issuer;
- (b) the repayment of Subordinated Issuer Debt made under paragraph (c)(ii)(B) of Clause 10.7 (*Cost Overrun Account*); or
- (c) any other payment of a Distribution by an Obligor where the Distribution Conditions are satisfied.

"Permitted Financial Indebtedness" means Financial Indebtedness:

- (a) incurred under the Finance Documents;
- (b) under the NAIF Facility;
- (c) in the form of Treasury Transactions for the purpose of protecting the Issuer against fluctuations in interest rates, currency exchange rates or commodity prices but not for speculative purposes, provided that the Treasury Transaction is made in accordance with the Approved Hedging Policy and Protocol or any other hedging policy agreed between the Issuer and the WA Lender;
- (d) incurred under the Working Capital Facility Agreement, up to a maximum aggregate principal amount of AUD 15,000,000 and on terms which meet the Working Capital Facility Agreement Conditions;
- (e) arising under Subordinated Parent Debt or Subordinated Issuer Debt;
- (f) under leases and hire purchase contracts constituting Financial Indebtedness under paragraph (d) of the definition of Financial Indebtedness which are shown in the Base Case Financial Model;
- (g) incurred in the ordinary course of business for the acquisition of an asset or service where the payment for the asset or services is on the supplier's standard or usual terms (or on terms more favourable to the Obligors) and deferred for a period of not more than 120 days;
- (h) under ordinary course ancillary banking facilities such as credit cards provided by a financial institution provided that the outstanding principal amount of which does not exceed AUD 200,000 (or its equivalent in any other currency or currencies), in aggregate for the Obligors at any time;
- (i) under ordinary course bank guarantee or letter of credit facilities provided by a financial institution provided that the outstanding principal amount of which does not exceed AUD 500,000 (or its equivalent in any other currency or currencies), in aggregate for the Obligors at any time;
- (j) any other facilities provided in the normal course of business by a financial institution provided that the outstanding principal amount of which does not exceed AUD 500,000 (or its equivalent in any other currency or currencies), in aggregate for the Obligors at any time;

- (k) in respect of the Parent only (and at all times without prejudice to the first ranking security to be granted by the Parent in favour of the Security Trustee under the Transaction Security documents), incurred in respect of the development and funding of other assets in the Parent's existing portfolio (as at the date of the NAIF Facility), including the Fungoni and Tajiri mineral sands projects but only for the purposes of allowing the Parent to provide credit support (including completion guarantees and security over the shares in the Fungoni and Tajiri mineral sands project companies and any intermediate holding companies, and up to a USD 3.2 million equity funding obligation for the Fungoni project) under separate project financing arrangements for those assets;
- (l) incurred or subsisting with the prior written consent of the WA Lender and the Bond Trustee;
- (m) in respect of the Parent after the date of Project Completion, any other Financial Indebtedness; or
- (n) any guarantee provided by the Parent in respect of the obligations of another Obligor.

"Permitted Hedging" means any non-speculative secured or unsecured derivative transactions for the purpose of protecting the Issuer against fluctuations in interest rates, currency exchange rates or commodity prices but not for speculative purposes, provided that the derivative transactions are made in accordance with the Approved Hedging Policy and Protocol or any other hedging policy agreed between the Issuer and the WA Lender.

"Permitted Loan" means:

- (a) any trade credit extended by any Obligor to its customers on normal commercial terms and in the ordinary course of its trading activities; or
- (b) in the case of the Parent:
 - (i) any Subordinated Issuer Debt; or
 - (ii) a loan to a Subsidiary of the Parent for the development of other assets in the Parent's existing portfolio (as at the date of this Agreement), including the Fungoni and Tajiri mineral sands projects.

"Permitted Security" means:

- (a) any Security arising under the Transaction Security;
- (b) any lien arising by operation of law and in the ordinary course of trading so long as the debt it secures is paid when due or contested in good faith and appropriately provisioned;
- (c) any netting or set-off arrangement entered into by any Obligor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of Obligors and credit balances of Obligors;
- (d) any payment or close out netting or set-off arrangement pursuant to any transactional banking facilities or any Treasury Transaction or foreign exchange transaction entered into by any Obligor which constitutes Permitted Financial Indebtedness, excluding any Security under a credit support arrangement;

- (e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to an Obligor in the ordinary course of ordinary trading and on the supplier's standard or usual terms (or on terms more favourable to the Obligors) so long as the debt it secures is paid when due or contested in good faith;
- (f) any arrangement or transaction which is a 'security interest' as defined in section 12(3) of the PPSA to the extent it does not secure any obligations;
- (g) any Security given by the Parent;
 - (i) in respect of Permitted Financial Indebtedness under paragraph (k) of the definition of Permitted Financial Indebtedness, provided that:
 - (A) such Security is: (I) over shares in those other Subsidiaries (excluding the Issuer or any Subsidiary of the Issuer (if any)); (II) over cash in an amount not exceeding USD 3.2 million in respect of the Parent's equity funding obligation for the Fungoni project; or (III) is otherwise a featherweight security; and
 - (B) any Transaction Security granted by the Parent (other than under the Featherweight Security Deed) remains first ranking at all times (or is otherwise subject to a priority deed in form and substance satisfactory to the WA Lender in its absolute discretion);
 - (ii) over any cash deposit made by the Parent in connection with any Permitted Acquisition;
 - (iii) in respect of cash held by the Parent with any financial institution as security for ordinary course bank guarantee or letter of credit facility issued by such financial institution for the benefit of a Subsidiary (other than in respect of the Project, or the Fungoni or Tajiri mineral sands projects) up to, in aggregate AUD 2,000,000;
- (h) any Security incurred or subsisting with the prior written consent of the WA Lender and the Bond Trustee ; and
- (i) in respect of the Parent after the date of Project Completion, any Security over any asset of the Parent other than any shares in the Issuer, any loans advanced to the Issuer, any other asset the subject of the specific security deed granted by the Parent, and (if any) any Project Asset.

"Physical Completion" means the time at which:

- (a) the WA Lender has received the Physical Completion Certificate (and where applicable, the WA Lender has accepted the certificate in accordance with the definition of that certificate); and
- (b) no Event of Default or Review Event has occurred and is continuing,

and for the avoidance of doubt shall not include the Denham Road Project.

"Physical Completion Certificate" means a certificate from the Issuer in the form, or substantially in the form of Part II (Form of Physical Completion Certificate) of Attachment 3 (Construction

Report and Completion Tests), signed by the Issuer, certified by the Independent Technical Consultant and accepted by the WA Lender (acting reasonably) in respect of any item not certified by the Independent Technical Consultant. It shall not relate to the Denham Road Project.

"Physical Completion Test" has the meaning given to it in Part II (Form of Physical Completion Certificate) of Attachment 3 (Construction Report and Completion Tests) hereto.

"Physical Completion Cost to Complete Certificate" means a certificate from the Issuer in the form, or substantially in the form of Part I (*Form of Physical Completion Cost to Complete Certificate*) of Attachment 4 (*Form of Cost to Complete Certificates*) hereto, signed by a director of the Issuer and certified by the Independent Technical Consultant.

"Physical Completion Cost to Complete Test" means a test which will be satisfied if the Committed Funding at any time exceeds the Cost to Complete – Physical Completion at that time.

"Pledged Account" means

- (a) the Escrow Account;
- (b) Bond Refinancing Reserve Account;
- (c) the Collection Accounts;
- (d) the Cost Overrun Account;
- (e) the WCP Relocation Reserve Account;
- (f) the Debt Service Reserve Accounts; and
- (g) the Insurance Proceeds Account,

in which all Pledged Accounts shall be maintained with (1) in respect to the Escrow Account and the Bond Refinancing Reserve Account, NT Services AS (and its account bank), and (2) in respect of any other Pledged Account, with the Account Bank.

"Port Services Contract" means the document entitled Port Access and Services Agreement dated on 16 December 2020 between the Issuer, the Parent and Mid West Ports Authority ABN 73 384 989 178.

"Power" means a power, right, authority, discretion or remedy which is conferred on a person:

- (a) under any Finance Document; or
- (b) by law in relation to any Finance Document.

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

"Probable Ore Reserve" has the meaning given to it in the JORC Code.

"Process Plant Design and Construct Contract" means the document dated on or before Financial Close between the Issuer and the contractor in relation to the design and construction of the process plant for the Project.

"Product" means zircon, zircon concentrate, rutile, ilmenite and any other mineral sand products produced from the Project.

"Project" means the Coburn Heavy Mineral Sands Project carried on by the Issuer situated in the Gascoyne region of Western Australia.

"Project Accounts" means the Collection Accounts, the WCP Relocation Reserve Account, the Debt Service Reserve Accounts, the Insurance Proceeds Account and the Cost Overrun Account.

"Project Area" means any freehold, leasehold or other estate or interest in land in respect of which the Issuer has an interest in, easement over, right of access to or entry upon, for the purposes of the Project, from time to time and, for the avoidance of doubt, includes the area comprised in the Project Tenements.

"Project Assets" means all the right, title, estate and interest both present and future of any Obligor in connection with the Project, including all right, title, estate and interest in, to, under or derived from:

- (a) the Project Tenements;
- (b) the Pastoral Lease;
- (c) the Authorisations;
- (d) all Product;
- (e) all proceeds of all sales of Product;
- (f) the Project Area, including any title to or interest in or right to enter or occupy land in the Project Area now or at a later time held by an Obligor;
- (g) all buildings, improvements, structures, systems, fixtures, plant, machinery, tools and other personal property at any time acquired, leased or held and used or intended for use in connection with or incidental to the construction, refurbishing, transporting and commissioning of the Project or the mining, extraction, transporting, processing, metallurgical reduction and treating, transporting of the Product, and all associated facilities and infrastructure;
- (h) the Project Accounts;
- (i) each Project Document;
- (j) each Hedging Agreement;
- (k) the insurance policies required to be taken out by the Issuer under Clause 15.14 (*Insurance*) and all claims and proceeds in respect of those insurance policies;
- (l) all Mining Information and other intellectual property forming part of or relating to the Project; and
- (m) all other contracts, agreements, permits, leases, licences, consents, which form part of or relate to the design, construction, development, commissioning, operation or maintenance of

the Project, or to the mining, production, transportation, storage, treatment, processing or marketing of the Product or for any ancillary purpose.

"Project Completion" means the time at which:

- (a) the Bond Trustee and the WA Lender have received (and where applicable, WA Lender has accepted the certificate in accordance with the definition of that certificate):
 - (i) the Physical Completion Certificate; and
 - (ii) the Operational Completion Certificate;
- (b) no Event of Default or Review Event has occurred and is continuing; and
- (c) the Debt Service Reserve Accounts are funded to the DSRA Required Balance,

and for the avoidance of doubt shall not include the Denham Road Project.

"Project Completion Cost to Complete Certificate" means a certificate from the Issuer in the form, or substantially in the form of Part II (Form of Project Completion Cost to Complete Certificate) of Attachment 4 (Form of Cost to Complete Certificates), signed by a director of the Issuer and certified by the Independent Technical Consultant.

"Project Completion Cost to Complete Test" means a test which will be satisfied if the Committed Funding at any time exceeds the Cost to Complete – Project Completion at that time.

"Project Costs" means the following amounts paid, payable, or forecast to be paid (whichever is applicable), by the Issuer in achieving Project Completion, (in respect of any forecast, as set out in the Base Case Financial Model) (excluding, interest, fees and other amounts in the nature of interest on Financial Indebtedness and Taxes not listed in the following), in respect of:

- (a) Construction Costs;
- (b) Project Area specific costs including rates and other outgoings in relation to the Project Area;
- (c) costs, fees and expenses of the Issuer's engineering, environmental, social, governmental, insurance and legal consultants under or in relation to the negotiation, preparation, execution and completion of the Project Documents or otherwise in connection with the Project;
- (d) costs, fees and expenses of start-up, testing and commissioning of the Project;
- (e) insurance premiums payable before completion of construction;
- (f) any Taxes payable before the completion of construction; and
- (g) any other cost that the Issuer and the WA Lender agree are Project Costs.

"Project Documents" means:

- (a) each Offtake Agreement;
- (b) the Process Plant Design and Construct Contract;
- (c) the Mining Services Contract;

- (d) the Bulk Earthworks Contract;
- (e) the Electricity Supply Agreement;
- (f) the LNG Supply Contract;
- (g) the Camp Accommodation Contract;
- (h) the Port Services Contract;
- (i) on and from the date it is entered into, the Logistics Contract;
- (j) the Mining Agreement dated 20 September 2004 between the Parent and the Nanda Native Title Party, as assigned to the Issuer under an agreement between the Parent (as assignor), the Issuer (as assignee) and the Nanda Native Title Party;
- (k) the Heritage Agreement dated 3 October 2017 between the Parent and YMAC, being the native title representative body for the Geraldton and Pilbara representative areas under the NT Act and the duly appointed agent of the Nanda Claimant Group in respect of the Heritage Agreement, as assigned to the Issuer under an agreement between the Parent (as assignor), the Issuer (as assignee) and YMAC;
- (l) the Heritage Agreement (Pre-Native Title Determination) dated 3 October 2017 between the Parent and YMAC, being the native title representative body for the Geraldton and Pilbara representative areas under the NT Act and the duly appointed agent of The Malgana Shark Bay People Claimant Group in respect of the Heritage Agreement (Pre-Native Title Determination), as assigned to the Issuer under an agreement between the Parent (as assignor), the Issuer (as assignee) and YMAC;
- (m) the Land Management Protocol dated 9 April 2018 between the Parent and Bush Heritage Australia ACN 053 639 115, as assigned to the Issuer under an agreement between the Parent (as assignor), the Issuer (as assignee) and Bush Heritage Australia ACN 053 639 115;
- (n) the Compensation Agreement dated 15 February 2007 between the Parent and Harrold James Crawford, as assigned to the Issuer under an agreement between the Parent (as assignor), the Issuer (as assignee) and Harrold James Crawford; and
- (o) any other document agreed between the Issuer and the WA Lender (each acting reasonably) to be a Project Document.

"Project Tenement" means the following mining tenements:

- (a) M09/102;
- (b) M09/103;
- (c) M09/104;
- (d) M09/105;
- (e) M09/106;
- (f) M09/111;

- (g) M09/112;
- (h) E09/939;
- (i) E09/2355 (pending);
- (j) L09/21;
- (k) L09/43;
- (l) R09/2;
- (m) R09/3; and
- (n) R09/4 (pending),

and includes:

- (o) any present or future application, renewal, extension, modification, substitution, replacement, amalgamation, subdivision or variation of any of the above (whether extending over the same or a greater or lesser area); and
- (p) any tenement, lease, license, permit, agreement, document or instrument that the Issuer and the WA Lender agree to be a Project Tenement; and
- (q) any new tenement, lease, license, permit, agreement, document or instrument within the Project Area that is issued to the Issuer in connection with the Issuer's exploration programme (if any).

"Proved Ore Reserve" has the meaning given to it in the JORC Code.

"Quarter End Date" means 31 March, 30 June, 30 September and 31 December in any year.

"Ramp Up Period" means the period that commences on the date that is 18 Months after the date of Financial Close, until and including the date that is 27 Months after the date of Financial Close, or such other commencement and end dates that are agreed between the Issuer and the WA Lender (and notified by the Issuer to the Bond Trustee).

"Relevant Jurisdiction" means the country in which the Bonds are issued, being Norway.

"Relevant Record Date" means the date on which a Bondholder's ownership of Bonds shall be recorded in the CSD as follows:

- (a) in relation to payments pursuant to these Bond Terms, the date designated as the Relevant Record Date in accordance with the rules of the CSD from time to time; or
- (b) for the purpose of casting a vote with regard to Clause 17 (*Bondholders' Decisions*), the date falling on the immediate preceding Business Day to the date of that Bondholders' decision being made, or another date as accepted by the Bond Trustee.

"Repayment Date" means any date for payment and/or settlement in accordance with Clause 11 (*Instalments and Redemption*), Clause 12 (*Redemption and repurchase of Bonds*) (including the Call Option Repayment Date), any Default Repayment Date, any Tax Event Repayment Date or the Maturity Date.

"Review Event" means each of the following events or circumstances, whether or not it is in the control of any Obligor:

- (a) any person ceases to have or acquires, directly or indirectly, control of the Issuer or any other Obligor, where "control" has the meaning given to it in section 50AA of the Corporations Act; and
- (b) the shares of the Parent, listed on the ASX, are delisted or removed from the official list of the ASX, or are suspended from trading for a period of more than 5 consecutive trading days in any 12 Month period, and are not reinstated without any material adverse sanction.

"Royalty Obligations" means liabilities arising under or pursuant to:

- (a) any royalty payable to any Governmental Agency in connection with a Project Tenement;
- (b) any royalty payable on any native title or heritage agreement existing in respect of a Project Tenement at the date of the NAIF Facility;
- (c) any royalty payable on a tenement that becomes a Project Tenement after the date of the NAIF Facility, provided the royalty exists on the date it becomes a Project Tenement and was not created in contemplation of the acquisition by the Obligors; and
- (d) any other royalty approved by the WA Lender (such approval not to be unreasonably withheld).

"Secured Creditor" has the meaning given to that term in the Intercreditor Deed.

"Secured Creditor Agreement" means:

- (a) the NAIF Facility;
- (b) the Bond Terms;
- (c) any agreement entered into in connection with any Bond Refinancing;
- (d) (on accession of the WCF Lender to the Intercreditor Deed) the Working Capital Facility Agreement; and
- (e) any Hedging Agreement; and
- (f) any other "Secured Creditor Agreement" as that term is defined in the Intercreditor Deed.

"Secured Creditor Finance Documents" means all documents defined as a "Secured Document" in the Security Trust Deed.

"Secured Obligations" means, at any time, all obligations owing (including amounts that are payable, are owing but not payable or otherwise remain unpaid by an Obligor to a Secured Creditor under or in relation to any Secured Creditor Finance Document, as further defined in the Intercreditor Deed.

"Secured Bond Parties" means the Security Agent and the Bond Trustee on behalf of itself and the Bondholders.

"Secured Property" means all of the assets of the Obligors which from time to time are the subject of the Transaction Security.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any "security interest" as defined in sections 12(1) or (2) of the PPSA.

"Security Agent" means the Bond Trustee or any successor Security Agent, acting for and on behalf of the Secured Bond Parties in accordance with any Security Agent Agreement or any other Finance Document.

"Security Agent Agreement" means any agreement other than these Bond Terms whereby the Security Agent is appointed to act as security agent such in the interest of the Bond Trustee (on behalf of itself and the Bondholders).

"Security Trust Deed" means the security trust deed to be made between, among others, the Issuer, the Parent, the Bond Trustee, the WA Lender, the Intercreditor Agent (as defined therein) and the Security Trustee, pursuant to which all the Transaction Security is held on trust for the beneficiaries (with the exception of (i) the First Escrow Account Pledge, the First Bond Refinancing Reserve Account Pledge and the First Issuer GSD, which shall secure the Bonds only and be held by the Bond Trustee and (ii) the Second Escrow Account Pledge and the Second Bond Refinancing Reserve Account Pledge, which shall secure the Bonds in priority to any other Secured Obligation, and held by the Security Trustee).

"Security Trustee" means Global Loan Agency Services Australia Nominees Pty Limited (ACN 608 945 008), as common security agent for Secured Creditors.

"Senior Facility" means each of:

- (a) NAIF Facility; and
- (b) the Bonds (or, following redemption or repayment in full of the Bonds, any Bond Refinancing),

and **"Senior Facilities"** shall mean all of them. For the avoidance of doubt, "Senior Facility" and "Senior Facilities" shall exclude any Hedging Agreement.

"Subordinated Issuer Debt" means any unsecured debt in the form of a shareholder loan incurred by the Issuer from the Parent with interest capitalized until the Bonds are repaid or the Distribution Conditions are met by the Issuer on customary contractual subordinated terms satisfactory to the WA Lender. The Issuer acknowledges and agrees that the terms of such subordination shall include the grant of security by the Parent over its rights and interests in and to such debt.

"Subordinated Parent Debt" means any unsecured debt incurred by the Parent on customary contractual subordinated terms satisfactory to the WA Lender.

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

"Summons" means the call for a Bondholders' Meeting or a Written Resolution as the case may be.

"Sunset Financial Close Date" means 30 September 2021 or such later date as the WA Lender may agree.

"Sunset Project Completion Date" means the date falling 33 Months after Financial Close.

"Super Senior Creditor" means NAIF as creditor under Facility C2.

"Supplemental Agreement" means the deed poll (if any) given by the Issuer and the Parent in favour of the WA Lender on or before the date of Financial Close containing any additional representations, undertakings, Defaults or Review Events for the purposes of the NAIF Facility.

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

"Tax Event Repayment Date" means the date set out in a notice from the Issuer to the Bondholders pursuant to Clause 12.8 (*Early redemption option due to a tax event*).

"Termination Date" means

- (a) in relation to Facility B under the NAIF Facility, the date which is 15 years from the date of Financial Close; and
- (b) in relation to Facility C under the Facility, the date which is 15 years from the date of Financial Close.

"Time to Complete Test" means a test which will be satisfied by the Issuer providing to the WA Lender a Project Completion Cost to Complete Certificate, confirming that the date of Project Completion is reasonably likely to be achieved by the Sunset Project Completion Date.

"Total Contribution" means the Parent's raising of a minimum of AUD 115 million in the form of cash equity (the **"Equity"**) with a subsequent injection of an amount equal to AUD 130 million in the Issuer, either as cash equity or Subordinated Issuer Debt or a combination thereof.

"Transaction Document" means each Finance Document, each other Secured Creditor Agreement.

"Transaction Security" has the meaning given to it in Clause 2.5 (*Transaction Security*).

"Treasury Transaction" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

"Tripartite Deed" means:

- (a) the deed between the Security Trustee, the Issuer and each other party to the Chemours Ilmenite Agreement;
- (b) the deed between the Security Trustee, the Issuer and each other party to the Nanjing Sanxiang Zircon Concentrate Agreement;
- (c) the deed between the Security Trustee, the Issuer and each other party to the Chilches Premium Zircon Agreement;
- (d) the deed between the Security Trustee, the Issuer and each other party to the Industrie Bitossi Premium Zircon Agreement;

- (e) the deed between the Security Trustee, the Issuer and each other party to the Venator Supply Agreement;
- (f) the deed between the Security Trustee, the Issuer and each other party to the Process Plant Design and Construct Contract;
- (g) the deed between the Security Trustee, the Issuer and each other party to the Mining Services Contract;
- (h) the deed between the Security Trustee, the Issuer and each other party to the Bulk Earthworks Contract;
- (i) the deed between the Security Trustee, the Issuer and each other party to the Electricity Supply Agreement;
- (j) the deed between the Security Trustee, the Issuer and each other party to the LNG Supply Contract;
- (k) the deed between the Security Trustee, the Issuer and each other party to the Camp Accommodation Contract;
- (l) the deed between the Security Trustee, the Issuer and each other party to the Port Services Contract;
- (m) on and from the date it is entered into, the deed between the Security Trustee, the Issuer and each other party to the Logistics Contract; and
- (n) any other document designated as such by the WA Lender and the Issuer.

"USD Debt Service Reserve Account" means the US dollar-denominated bank account opened or to be opened by the Issuer prior to Financial Close and designated as a "Debt Service Reserve Account", together with any replacement and substitute accounts opened with the prior written consent of the WA Lender, and sub-accounts of those accounts.

"USD Collection Account" means the US dollar-denominated bank account opened or to be opened by the Issuer prior to Financial Close and designated by the Issuer as a "Collection Account", together with any replacement and substitute accounts opened with the prior written consent of the WA Lender, and sub-accounts of those accounts.

"Venator Supply Agreement" means the Supply Agreement dated 2 March 2021 between the Issuer and Venator Americas LLC.

"Voting Bonds" means the Outstanding Bonds less the Issuer's Bonds.

"WA Lender" means The Ministerial body corporate preserved and continued pursuant to section 5 of the Industry and Technology Development Act 1998 (WA), as the lender of record, facilitated by the Northern Australia Infrastructure Facility ABN 83 960 779 392.

"WCF Lender" means the lender under the Working Capital Facility Agreement.

"WCP ITE Review" means a review of the Base Case Financial Model by the Independent Technical Consultant certifying that the amounts to be deposited into the WCP Relocation Reserve

Account under Clause 10.4 (*WCP Relocation Reserve Account*) are not less than 1/20th of the cost of the applicable relocation of the wet concentration plant.

"WHS Scheme" means the scheme established under the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

"Working Capital Facility" means the facility agreement for working capital between, among others, the Issuer and any financial institution with a long term credit rating of A or higher by Standard & Poor's or a comparable rating from an internationally recognised credit rating agency, under which up to a maximum aggregate principal amount of AUD 15 million (or its equivalent in any other currency or currencies) is, pursuant to paragraph (d) of the definition of "Permitted Financial Indebtedness", permitted to be outstanding, and which does not have an obligation to clean down that is more onerous than a clean down to zero once per every 12 months (with a clean down period of no more than 5 Business Days).

"Written Resolution" means a written (or electronic) solution for a decision making among the Bondholders, as set out in Clause 17.5 (*Written Resolutions*).

1.2 Construction

In these Bond Terms, unless the context otherwise requires:

- (a) headings are for ease of reference only;
- (b) words denoting the singular number will include the plural and vice versa;
- (c) references to Clauses are references to the Clauses of these Bond Terms;
- (d) references to a time are references to Central European time unless otherwise stated;
- (e) references to a provision of "**law**" is a reference to that provision as amended or re-enacted, and to any regulations made by the appropriate authority pursuant to such law;
- (f) references to a "**regulation**" includes any regulation, rule, official directive, request or guideline by any official body;
- (g) references to a "**person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, unincorporated organization, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality;
- (h) references to Bonds being "**redeemed**" means that such Bonds are cancelled and discharged in the CSD in a corresponding amount, and that any amounts so redeemed may not be subsequently re-issued under these Bond Terms;
- (i) references to Bonds being "**purchased**" or "**repurchased**" by the Issuer means that such Bonds may be dealt with by the Issuer as set out in Clause 13.1 (*Issuer's purchase of Bonds*); and
- (j) an Event of Default is "**continuing**" if it has not been remedied or waived.

2. THE BONDS

2.1 Amount, denomination and ISIN of the Bonds

- (a) The Issuer has resolved to issue a series of Bonds in the amount of USD 60,000,000.
- (b) The Bonds are dominated in USD and the Initial Nominal Amount of each Bond is USD 1.
- (c) The ISIN of the Bonds is set out on the front page. These Bond Terms apply with identical terms and conditions to (i) all Bonds issued under this ISIN and (ii) any Overdue Amounts issued under one or more separate ISIN in accordance with the regulations of the CSD from time to time.
- (d) Holders of Overdue Amounts related to interest claims will not have any other rights under these Bond Terms other than their claim for payment of such interest claim which claim shall be subject to paragraph (b) of Clause 17.1.

2.2 Tenor of the Bonds

The tenor of the Bonds is from and including the Issue Date to but excluding the Maturity Date.

2.3 Use of proceeds

The Issuer will use the net proceeds from the issuance of the Bonds (net of fees and legal cost of the Managers and the Bond Trustee and any other cost and expenses incurred in connection with the Initial Bond Issue) for development and ramp-up of the Project, including operating expenses during construction of the Project and corporate overheads (and including payments of interest on the Bonds).

2.4 Status of the Bonds

- (a) The Bonds and each other payment obligation under or in relation to the Finance Documents shall constitute senior debt obligations of the Issuer and the relevant Obligor, and will rank *pari passu* between themselves and at least *pari passu* with the claims of the Obligors' other unsecured creditors, except for obligations which are mandatorily preferred by law.
- (b) The Bonds will be secured on a *pari passu* basis with the other Secured Obligations on certain assets of the Obligors, subject to the super senior status of Facility C2.
- (c) The Super Senior Creditor will receive (i) the proceeds from any enforcement of the Transaction Security and certain distressed disposals and (ii) any payments following any other enforcement event prior to the Bondholders (but otherwise rank *pari passu* in right of payment with the Bonds) subject to the waterfall provisions of the Intercreditor Deed. All payment obligations under or in relation to the Finance Documents shall rank ahead of any subordinated capital.

2.5 Transaction Security

- (a) As Security for the due and punctual fulfilment of the Secured Obligations, the Issuer shall procure that the following Transaction Security is granted no later than at the Issue Date, as described under and subject to the terms of Clause 6.1 (*Pre- Settlement Conditions Precedent*) (the "**Pre-Settlement Security**"):

From the Issuer:

- (i) a first priority Norwegian law pledge granted by the Issuer over the Escrow Account and any claim against the escrow agent under the escrow arrangement for such

account granted in favour of the Bond Trustee and the Bondholders only (the "**First Escrow Account Pledge**");

- (ii) a first priority Norwegian law pledge granted by the Issuer over the Bond Refinancing Reserve Account and any claim against the escrow agent under the escrow arrangement for such account granted in favour of the Bond Trustee and the Bondholders only (the "**First Bond Refinancing Reserve Account Pledge**"); and
 - (iii) an Australian law general security deed granted by the Issuer in favour of the Bond Trustee over assets of the Issuer (to be released on the grant of the Australian law general security deed by the Issuer in favour of the Security Trustee as part of the Pre-First Release Security) (the "**First Issuer GSD**").
- (b) As Security for the due and punctual fulfilment of the Secured Obligations, the Issuer shall procure that the following Transaction Security is granted in favour of the Security Trustee no later than at the date of First Release, as described under and subject to the terms of Clause 6.2 (*Pre-First Release Conditions Precedent*) (the "**Pre-First Release Security**");

From the Issuer:

- (i) a second priority Norwegian law pledge to be granted by the Issuer over the Escrow Account and any claim against the escrow agent under the escrow arrangement for such account granted in favour of the Security Trustee (the "**Second Escrow Account Pledge**");
- (ii) a second priority Norwegian law pledge to be granted by the Issuer over the Bond Refinancing Reserve Account and any claim against the escrow agent under the escrow arrangement for such account granted in favour of the Security Trustee ("**Second Bond Refinancing Reserve Account Pledge**");
- (iii) an Australian law general security deed between the Issuer and the Security Trustee in respect of all present and future assets of the Issuer;
- (iv) an Australian law mortgage of the Pastoral Lease between the Issuer and the Security Trustee; and
- (v) each Account Bank Deed.

From the Parent:

- (i) the Guarantee (to be contained in the Security Trust Deed for the benefit of all Secured Creditors);
- (ii) the Featherweight Security Deed; and
- (iii) an Australian law specific security deed between the Parent and the Security Trustee in respect of all shares in the Issuer.

The Security and Guarantee(s) listed to in paragraph (a) and (b) of this Clause 2.5 (*Status of the Bonds*) are hereinafter referred to as the "**Transaction Security**" and the agreements, documents and instruments documenting the granting, terms and perfection thereof are referred to as the "**Security Documents**".

- (c) The Transaction Security (with the exception of the First Escrow Account Pledge, the First Bond Refinancing Reserve Account Pledge and the First Issuer GSD, which shall secure the Bondholders only and with the exception of the Second Escrow Account Pledge and the Second Bond Refinancing Reserve Account Pledge which ranks first to the Bonds and second to the other Secured Creditors) shall constitute a joint first priority Security for the Secured Creditors under the Secured Creditor Agreements (as further set out in the

Intercreditor Deed). The Transaction Security may be formally registered or otherwise formally perfected with a different priority, provided that this will not affect the contractually agreed priorities in the Intercreditor Deed.

- (d) The Transaction Security shall be entered into on such terms and conditions as the Bond Trustee in its discretion deems appropriate in order to create the intended benefit for the Secured Bond Parties under the relevant document.
- (e) On and from the date of Project Completion, the Parent's obligations under the Guarantee and the recourse of the Security Trustee and each Secured Creditor to the Parent under the Guarantee will automatically cease without the need for any action or thing to be undertaken by or on behalf of any party.

3. THE BONDHOLDERS

3.1 Bond Terms binding on all Bondholders

- (a) By virtue of being registered as a Bondholder (directly or indirectly) with the CSD, the Bondholders are bound by these Bond Terms and any other Finance Document, without any further action required to be taken or formalities to be complied with by the Bond Trustee, the Bondholders, the Issuer or any other party.
- (b) The Bond Trustee is always acting with binding effect on behalf of all the Bondholders.

3.2 Limitation of rights of action

- (a) No Bondholder is entitled to take any enforcement action, instigate any insolvency procedures, or take other legal action against the Issuer or any other party in relation to any of the liabilities of the Issuer or any other party under or in connection with the Finance Documents, other than through the Bond Trustee and in accordance with these Bond Terms, provided, however, that the Bondholders shall not be restricted from exercising any of their individual rights derived from these Bond Terms.
- (b) Each Bondholder shall immediately upon request by the Bond Trustee provide the Bond Trustee with any such documents, including a written power of attorney (in form and substance satisfactory to the Bond Trustee), as the Bond Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Bond Trustee is under no obligation to represent a Bondholder which does not comply with such request.

3.3 Bondholders' rights

- (a) If a beneficial owner of a Bond not being registered as a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain proof of ownership of the Bonds, acceptable to the Bond Trustee.
- (b) A Bondholder (whether registered as such or proven to the Bond Trustee's satisfaction to be the beneficial owner of the Bond as set out in paragraph (a) above) may issue one or more powers of attorney to third parties to represent it in relation to some or all of the Bonds held or beneficially owned by such Bondholder. The Bond Trustee shall only have to examine the face of a power of attorney or similar evidence of authorisation that has been provided to it pursuant to this Clause 3.3 (*Bondholders' rights*) and may assume that it is in full force and

effect, unless otherwise is apparent from its face or the Bond Trustee has actual knowledge to the contrary.

- (c) Each Bondholder has the right to request and receive copies of information received by the Bond Trustee (pursuant to these Bond Terms) directly from the Issuer, subject to such Bondholder:
 - (i) sending a written request to that effect to the Bond Trustee together with evidence of ownership of Bonds (whereby the Bond Trustee shall pass such request on to the Issuer); and
 - (ii) entering into a confidentiality agreement with the Issuer which shall substantially be in the same form as that provided to the Bondholders prior to the date of these Bond Terms, except for any changes reasonably required by the Issuer (taking into consideration the type of information requested and the Issuer's obligations in respect of any applicable stock exchange rules and regulations).

4. ADMISSION TO LISTING

- (a) The Issuer shall within twelve (12) Months of the Issue Date apply for the Bonds to be admitted to listing on the Exchange.
- (b) For the avoidance of doubt:
 - (i) any failure by the Issuer to comply with clause 4(a) shall not be an Event of Default under clause 16.4 (*Other obligations*); and
 - (ii) clause 14.3 (*Listing Failure Event*) shall apply in respect of any failure by the Issuer to comply with clause 4(a).

5. REGISTRATION OF THE BONDS

5.1 Registration in the CSD

The Bonds shall be registered in dematerialised form in the CSD according to the relevant securities registration legislation and the requirements of the CSD.

5.2 Obligation to ensure correct registration

The Issuer will at all times ensure that the registration of the Bonds in the CSD is correct and shall immediately upon any amendment or variation of these Bond Terms give notice to the CSD of any such amendment or variation.

5.3 Country of issuance

The Bonds have not been issued under any other country's legislation than that of the Relevant Jurisdiction. Save for the registration of the Bonds in the CSD, the Issuer is under no obligation to register, or cause the registration of, the Bonds in any other registry or under any other legislation than that of the Relevant Jurisdiction.

6. CONDITIONS FOR DISBURSEMENT

6.1 Pre- Settlement Conditions Precedent

Payment of the net proceeds from the issuance of the Bonds to the Issuer to the Escrow Account shall be conditional on the Bond Trustee having received in due time (as determined by the Bond

Trustee) on or prior to the Issue Date each of the following documents, in form and substance satisfactory to the Bond Trustee (the "**Pre-Settlement Conditions Precedent**"):

- (a) the Bond Terms duly executed by all parties hereto;
- (b) the Bond Trustee Fee Agreement duly executed by the parties thereto;
- (c) the Pre-Settlement Security duly executed by all parties thereto and perfected in accordance with applicable law (including acknowledgment from NT Services and the escrow bank confirming their waiver of set-off right (as relevant));
- (d) certified copies of all necessary corporate resolutions of the Issuer to issue the Bonds and execute the Finance Documents to which it is a party and which are required to be in place as conditions precedent to issuance of Bonds;
- (e) certified copies of all necessary corporate resolutions of the Parent to execute the Finance Documents to which it is a party which are required to be in place as conditions precedent to issuance of Bonds;
- (f) a certified copy of a power of attorney (unless included in the corporate resolutions) from the Issuer to relevant individuals for their execution of the Finance Documents to which it is a party which are required to be in place as conditions precedent to issuance of Bonds, or extracts from the Australian Securities and Investments Commission (ASIC) register or similar documentation evidencing such individuals' authorisation to execute such Finance Documents on behalf of the Issuer;
- (g) a certified copy of a power of attorney (unless included in the corporate resolutions) from the Parent to relevant individuals for their execution of the Finance Documents to which it is a party which are required to be in place as conditions precedent to issuance of Bonds, or extracts from the ASIC register or similar documentation evidencing such individuals' authorisation to execute such Finance Documents on behalf of the Parent;
- (h) certified copies of the Issuer's articles of association and of a company extract from the register maintained by ASIC in respect of the Issuer evidencing that the Issuer is validly existing;
- (i) certified copies of the Parent's articles of association and of a company extract from the register maintained by ASIC in respect of the Parent evidencing that the Parent is validly existing;
- (j) copies of the Issuer's latest Financial Reports (being its unaudited financial statements for its financial year ended 30 June 2020);
- (k) copies of the Parent's latest Financial Reports (being its audited consolidated financial statements of the Group for its financial year ended 30 June 2020);
- (l) evidence that an amount equal the aggregate of (i) the difference between the gross proceeds and the net proceeds of the Initial Bond Issue, (ii) a sum equal to 1% of the Initial Bond Issue amount, and (iii) an amount equal to the anticipated sum of all interest to accrue on the Initial Bond Issue amount from the Issue Date to the Equity Raise Long Stop Date (together the "**Top-Up Amount**"), has been transferred to the Escrow Account;

- (m) confirmation that the applicable prospectus requirements (ref the EU prospectus regulation, Regulation (EU) (2017/1129)) concerning the issuance of the Bonds have been fulfilled;
- (n) confirmation that the Bonds are registered in the CSD (by obtaining an ISIN for the Bonds);
- (o) a certificate from the Issuer confirming that the Bond Issue would not cause any borrowing, issuance, or similar limit binding on it to be exceeded or breached;
- (p) confirmation in writing from the Issuer that no Event of Default has occurred or is likely to occur as a result of the issuance of the Bonds;
- (q) copies of any written documentation used in marketing the Bonds or made public by the Issuer or any Manager in connection with the issuance of the Bonds;
- (r) appointment of process agent under Norwegian law; and
- (s) legal opinions or other statements, addenda, agreements or approvals as may be required by the Bond Trustee and agreed with the Issuer to be delivered as pre-settlement conditions precedent (including in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of these Bond Terms and the Finance Documents).

The Bond Trustee, acting in its sole discretion, may waive or postpone the delivery of one or more conditions precedent or decide that delivery of certain documents shall be made subject to an agreed closing procedure between the Bond Trustee and the Issuer.

6.2 Pre-First Release Conditions Precedent

The first release of funds from the Escrow Account (the "**First Release**") shall be conditional on the Bond Trustee having received in due time (as determined by the Bond Trustee) on or prior to the date of First Release each of the following documents, in form and substance satisfactory to the Bond Trustee (the "**Pre-First Release Conditions Precedent**"):

- (a) a duly executed Escrow Account Release Notice;
- (b) confirmation in writing from the Issuer that it has no Financial Indebtedness or provided any Security or Financial Support other than that expressly permitted under the Finance Documents and that no Event of Default has occurred or is likely to occur as a result of the release of the net proceeds;
- (c) copies of the Finance Documents (unless delivered Pre-Settlement) duly executed by the parties thereto;
- (d) a group structure chart for the Group;
- (e) the Intercreditor Deed duly executed by all relevant parties;
- (f) the Security Trust Deed (incorporating the Parent's completion guarantee);
- (g) evidence that all Project Assets (other than any Project Tenement which is "pending" as at the date of Financial Close) are in the name of the Issuer (including, but not limited to, a certified copy of any assignment deed, deed of covenant or other document required under any Project Document to properly assign, transfer or novate the Parent's right and obligations under that Project Document to the Issuer);

- (h) all Pre-First Release Security duly executed by all parties thereto and perfected in accordance with applicable law;
- (i) each Tripartite Deed (other than the Tripartite Deed listed at paragraph (m) of the definition of that term in respect of the Logistics Contract);
- (j) a certified copy, duly executed by each of the parties thereto, of each Project Document (other than the Project Document listed at paragraph (i) of the definition of that term);
- (k) evidence that the Equity has been raised and that the Total Contribution has been contributed to the Issuer and deposited into the Issuer's Collection Accounts and (to the extent required to satisfy the Pre-First Release Conditions Precedent described in paragraph (l) of this Clause 6.2 (*Pre-First Release Conditions Precedent*)) the Cost Overrun Account;
- (l) evidence that the Cost Overrun Account holds a cash balance of AUD 11,000,000;
- (m) written evidence that the Total Contribution, excluding the Cost Overrun Proceeds withheld in the Cost Overrun Account, has been fully utilized towards the Project or will be fully utilized together with the first release of the bond proceeds and the first utilisation of the NAIF Facility (the "**Equity Spend Condition**");
- (n) the Base Case Financial Model (including the Life of Mine Plan) which has been agreed between the Issuer and the WA Lender;
- (o) evidence that under the Offtake Agreements which exist at Financial Close:
 - (i) the minimum aggregate total amount payable by the counterparties to the Issuer under the Offtake Agreements for the purchase of Product (after taking into account any quantity reduction clause contained in any Offtake Agreement) for the first 5 years after the earliest date on which commercial production (as defined or determined under the Offtake Agreements) at the Project is forecast to commence (as certified by the Issuer, confirmed by the Independent Technical Consultant and accepted by the WA Lender) is equal to at least 75% of Operating Revenue for that period;
 - (ii) the backstop date or the deadline for satisfaction of any condition precedent (in each case, however described) with respect to the commencement of the purchase obligations of the offtaker under each Offtake Agreement referred to in paragraph (o)(i) of this Clause 6.2 (*Pre-First Release Conditions Precedent*) is (in the case where such backstop date or condition precedent deadline is prescribed in that Offtake Agreement) no earlier than the date on which commercial production (as defined or determined under the relevant Offtake Agreement) at the Project is forecast to commence plus 3 months, as certified by the Issuer, confirmed by the Independent Technical Consultant and accepted by the WA Lender; and
 - (iii) a proportion of the material Product (including premium zircon, zircon, chloride ilmenite and rutile) are covered by those Offtake Agreements;
- (p) evidence that all relevant licences, rights and other regulatory approvals or Authorisations (including environmental, native title and other regulatory Authorisations) required by the Obligors to undertake the Project (other than the Denham Road Project) have been granted to the Issuer and are in full force and effect (including satisfaction of any conditions required under those licences, rights and other regulatory approvals or Authorisations);
- (q) evidence that the Project Accounts have been opened and are being maintained;

- (r) evidence that the Collection Accounts hold an aggregate cash balance not less than the Minimum Unrestricted Cash Balance;
- (s) evidence that each insurance policy required under the Bond is in full force and effect (such evidence to be either certified copies of each insurance policy and confirmations of currency or a "certificate of insurance" from the Issuer's insurance broker describing the insurance coverage and loss payees) with the Security Trustee noted as loss payee as required under the Bond;
- (t) confirmation from the Issuer evidencing that Financial Close has occurred; and
- (u) legal opinions or other statements, addenda, agreements or approvals as may be required by the Bond Trustee and agreed with the Issuer to be delivered as conditions precedent for the issuance of Bonds (including in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of these Bond Terms and the Finance Documents).

The Bond Trustee, acting in its sole discretion, may waive or postpone the delivery of one or more conditions precedent or decide that delivery of certain documents shall be made subject to an agreed closing procedure between the Bond Trustee and the Issuer.

6.3 Disbursement of the proceeds

- (a) Disbursement of the proceeds from the issuance of the Bonds is conditional on the Bond Trustee's confirmation to the Paying Agent that the conditions in Clause 6.1 (*Pre- Settlement Conditions Precedent*) and Clause 6.2 (*Pre-First Release Conditions Precedent*) have been either satisfied in the Bond Trustee's discretion or waived by the Bond Trustee pursuant to Clause 6.1 (*Pre- Settlement Conditions Precedent*) and Clause 6.2 (*Pre-First Release Conditions Precedent*) above. Subsequent releases of proceeds from the Bond Escrow Account are subject to the delivery of new Escrow Account Release Notices and the Issuer may not issue more than one (1) Escrow Account Release Notice in any month.
- (b) Subsequent releases of proceeds from the Bond Escrow Account are subject to the delivery of new Escrow Account Release Notices and the Issuer may not issue more than one (1) Escrow Account Release Notice in any month. Each utilisation or drawdown (however described) of Facility B under the NAIF Facility and of the Bonds shall occur on a pro-rata basis (to the extent reasonably practicable), and using the AUD equivalent (determined by reference to the Base Case Financial Model) of the Initial Bond Issue amount set at Financial Close) (the "**Bond Pro Rata Utilisation**").
- (c) Promptly following receipt, the Issuer must give a notice to the Bond Trustee (and the WA Lender) confirming the receipt of the proceeds of both the utilisation of Facility B under the NAIF Facility and the Bond Pro Rata Utilisation, and the applicable amounts.
- (d) The Issuer must hold all proceeds of each Bond Pro Rata Utilisation in the Collection Accounts and may not withdraw such proceeds from the Collection Accounts, until the Issuer has received the proceeds of both the utilisation of Facility B under the NAIF Facility and the Bond Pro Rata Utilisation into the Collection Accounts.
- (e) The Bond Trustee will make no assessment or evaluations in respect of the instructions and confirmations set out in the release notice. For the avoidance of doubt, the Bond Trustee will not and may not release any amount from the Bond Escrow Account unless the relevant release notice is accompanied by the evidence as aforesaid.
- (f) If the Physical Cost to Complete Test or the Project Cost to Complete Test (as applicable) is not satisfied even after taking into account the Cost Overrun Proceeds that form part of the Committed Funding, it will operate as a draw stop to any further release of funds from the Escrow Account until additional Committed Funding is obtained by the Issuer and the Physical Cost to Complete Test or the Project Cost to Complete Test (as applicable) can be

satisfied.

7. REPRESENTATIONS AND WARRANTIES

The Obligors make the representations and warranties set out in this Clause 7 (*Representations and warranties*), in respect of itself and in respect of each other Obligor to the Bond Trustee (on behalf of the Bondholders) at the following times and with reference to the facts and circumstances then existing:

- (a) at the date of these Bond Terms;
- (b) at the Issue Date; and
- (c) on each date of disbursement of proceeds from the Escrow Account.

7.1 Status

It is a limited liability company, duly incorporated and validly existing and registered under the laws of its jurisdiction of incorporation, and has the power to own its assets and carry on its business as it is being conducted.

7.2 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, these Bond Terms and any other Finance Document to which it is a party and the transactions contemplated by those Finance Documents.

7.3 Valid, binding and enforceable obligations

These Bond Terms and each other Finance Document to which it is a party constitutes (or will constitute, when executed by the respective parties thereto) its legal, valid and binding obligations, enforceable in accordance with their respective terms, and (save as provided for therein) no further registration, filing, payment of tax or fees or other formalities are necessary or desirable to render the said documents enforceable against it.

7.4 Non-conflict with other obligations

The entry into and performance by it of these Bond Terms and any other Finance Document to which it is a party and the transactions contemplated thereby do not and will not conflict with (i) any law or regulation or judicial or official order; (ii) its constitutional documents; or (iii) any agreement or instrument which is binding upon it or any of its assets.

7.5 No Event of Default

- (a) No Event of Default exists or is likely to result from the making of any drawdown under these Bond Terms or the entry into, the performance of, or any transaction contemplated by, any Finance Document.
- (b) No other event or circumstance has occurred which constitutes (or with the expiry of any grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which has or is likely to have a Material Adverse Effect.

7.6 Authorizations and consents

All authorisations, consents, approvals, resolutions, licenses, exemptions, filings, notarizations or registrations required:

- (a) to enable it to enter into, exercise its rights and comply with its obligations under these Bond Terms or any other Finance Document to which it is a party; and
- (b) to carry on its business as presently conducted and as contemplated by these Bond Terms,

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

7.7 Litigation

No litigation, arbitration or administrative proceedings or investigations of or before any court, arbitral body or agency which, if adversely determined, is likely to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.

7.8 Financial Reports

Its most recent Financial Reports fairly and accurately represent the assets and liabilities and financial condition as at their respective dates, and have been prepared in accordance with the GAAP, consistently applied.

7.9 No Material Adverse Effect

Since the date of the most recent Financial Reports, there has been no change in its business, assets or financial condition that is likely to have a Material Adverse Effect.

7.10 No misleading information

Any factual information provided by it to the Bondholders or the Bond Trustee for the purposes of the issuance of the Bonds was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

7.11 No withholdings

The Issuer is not required to make any deduction or withholding from any payment which it may become obliged to make to the Bond Trustee or the Bondholders under these Bond Terms.

7.12 Pari passu ranking

Its payment obligations under these Bond Terms or any other Finance Document to which it is a party ranks as set out in Clause 2.4 (*Status of the Bonds*).

7.13 Permitted Security and Permitted Financial Indebtedness

- (a) The Secured Property is not subject to any Security other than Permitted Security.
- (b) No Obligor has provided or incurred any Financial Indebtedness other than Permitted Financial Indebtedness.

7.14 Good title to assets

It has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on its business as presently conducted.

7.15 Shares

The shares, membership or other interests, or other securities in or issued by any Obligor which are subject to the Transaction Security are fully paid and not subject to any option to purchase or similar rights. The constitutional or other documents of entities whose shares, membership or other interests, or other securities are subject to the Transaction Security do not and could not restrict or inhibit any transfer or creation or enforcement of the Transaction Security.

7.16 Security

- (a) To the extent that it has entered into any Transaction Security document, it is the sole legal and beneficial owner of the assets over which Security is purported to be given under that Transaction Security document, subject to Permitted Security.
- (b) To the extent that it has entered into a Transaction Security document that creates, or purports to create, Security over any shares, the shares over which such Security has been created, or purported to be created, constitute the entire issued share capital of the relevant person that has issued shares.

- (c) All of the Security which constitutes real property or tangible personal property is, or where installed pursuant to the Project Documents, will be, located in the Project Area.

7.17 Land Claims

Except as otherwise disclosed in writing, no land claims, occupation rights or sacred site claims (whether or not recognised by law) have been asserted in respect of all or any part of the Project from, by or with any person in relation to any estate or interest in the land used in connection with the Project (including the Project Area) which is held by that person or owner because that person is indigenous or is a traditional owner.

7.18 No immunity

Neither it nor its assets has immunity from the jurisdiction of a court or from legal process.

7.19 Ownership of assets

The Issuer:

- (a) on and from Financial Close, is the sole legal and beneficial owner of the Project and all other Project Assets, free from Security other than Permitted Security;
- (b) has good and marketable title to all assets which are reflected in the latest audited financial statements;
- (c) on and from Financial Close, has:
 - (i) good and valid rights to use, occupy or access (as applicable) the Project Area by way of good and valid leasehold title, easement rights, land use permits, right of access or entry or similar rights and interests; and
 - (ii) the right to use all easements, wayleaves, rights of way and other rights (including water rights) necessary or desirable to implement the Project.

7.20 Base Case Financial Model

The Base Case Financial Model:

- (a) is based on reasonable assumptions;
- (b) is not inconsistent with the requirements in relation to the Project Documents and the Transaction Documents;
- (c) has been prepared in good faith and with due care; and
- (d) fairly represents the Issuer's expectations.

7.21 Partnerships and Joint Ventures

The Issuer is not a limited or general partner in any partnership or a joint venturer in any joint venture or a member in any limited liability company.

7.22 Utilities

All utility services necessary for the construction and operation of the Project for the intended purposes are available at or to the Project Area or will be available as and when required on commercially reasonable terms.

7.23 Roads

All roads necessary for the full utilisation of the Project for its intended purposes under the Project Documents have either been completed or the necessary rights of way therefor have been or will be acquired at the time they are required for the Project (which for the avoidance of doubt, shall not include the Denham Road Project).

7.24 Expropriation

- (a) It has not received notice of any material proposed rezoning of all or any part of the Project Area.
- (b) It has not received notice of any material expropriation of all or any part of the Project Area.

8. PAYMENTS IN RESPECT OF THE BONDS

8.1 Covenant to pay

- (a) The Issuer will unconditionally make available to or to the order of the Bond Trustee and/or the Paying Agent all amounts due on each Payment Date pursuant to the terms of these Bond Terms at such times and to such accounts as specified by the Bond Trustee and/or the Paying Agent in advance of each Payment Date or when other payments are due and payable pursuant to these Bond Terms.
- (b) All payments to the Bondholders in relation to the Bonds shall be made to each Bondholder registered as such in the CSD at the Relevant Record Date, by, if no specific order is made by the Bond Trustee, crediting the relevant amount to the bank account nominated by such Bondholder in connection with its securities account in the CSD.
- (c) Payment constituting good discharge of the Issuer's payment obligations to the Bondholders under these Bond Terms will be deemed to have been made to each Bondholder once the amount has been credited to the bank holding the bank account nominated by the Bondholder in connection with its securities account in the CSD. If the paying bank and the receiving bank are the same, payment shall be deemed to have been made once the amount has been credited to the bank account nominated by the Bondholder in question.
- (d) If a Payment Date or a date for other payments to the Bondholders pursuant to the Finance Documents falls on a day on which either of the relevant CSD settlement system or the relevant currency settlement system for the Bonds are not open, the payment shall be made on the first following possible day on which both of the said systems are open, unless any provision to the contrary has been set out for such payment in the relevant Finance Document.

8.2 Default interest and Listing Failure Event interest

- (a) Default interest will accrue on any Overdue Amount from and including the Payment Date on which it was first due to and excluding the date on which the payment is made at the Interest Rate plus 3 percentage points per annum.
- (b) Default interest accrued on any Overdue Amount pursuant to this Clause 8.2 (*Default interest*) will be added to the Overdue Amount on each Interest Payment Date until the Overdue Amount and default interest accrued thereon have been repaid in full.
- (c) Upon the occurrence of a Listing Failure Event and for as long as such Listing Failure Event is continuing, the interest on any principal amount outstanding under these Bonds Terms will accrue at the Interest Rate plus 0.10 (zero point ten) percentage point per annum.

8.3 Partial Payments

- (a) If the Paying Agent or the Bond Trustee receives a Partial Payment, such Partial Payment shall, in respect of the Issuer's debt under the Finance Documents be considered made for discharge of the debt of the Issuer in the following order of priority:
 - (i) firstly, towards any outstanding fees, liabilities and expenses of the Bond Trustee (and any Security Agent);
 - (ii) secondly, towards accrued interest due but unpaid; and
 - (iii) thirdly, towards any other outstanding amounts due but unpaid under the Finance Documents.

- (b) Notwithstanding paragraph (a) above, any Partial Payment which is distributed to the Bondholders, shall, after the above mentioned deduction of outstanding fees, liabilities and expenses, be applied (i) firstly towards any principal amount due but unpaid and (ii) secondly, towards accrued interest due but unpaid, in the following situations:
 - (i) the Bond Trustee has served a Default Notice in accordance with Clause 16.25 (*Acceleration of the Bonds*), or
 - (ii) as a result of a resolution according to Clause 15 (*Bondholders' decisions*).

8.4 Taxation

- (a) The Issuer is responsible for withholding any withholding tax imposed by applicable law on any payments to be made by it in relation to the Finance Documents.
- (b) The Issuer shall, if any tax is withheld in respect of the Bonds under the Finance Documents:
 - (i) gross up the amount of the payment due from it up to such amount which is necessary to ensure that the Bondholders or the Bond Trustee, as the case may be, receive a net amount which is (after making the required withholding) equal to the payment which would have been received if no withholding had been required; and
 - (ii) at the request of the Bond Trustee, deliver to the Bond Trustee evidence that the required tax deduction or withholding has been made.
- (c) Any public fees levied on the trade of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise provided by law or regulation, and the Issuer shall not be responsible for reimbursing any such fees.

8.5 Currency

- (a) All amounts payable under the Finance Documents shall be payable in the denomination of the Bonds set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*). If, however, the denomination differs from the currency of the bank account connected to the Bondholder's account in the CSD, any cash settlement may be exchanged and credited to this bank account.
- (b) Any specific payment instructions, including foreign exchange bank account details, to be connected to the Bondholder's account in the CSD must be provided by the relevant Bondholder to the Paying Agent (either directly or through its account manager in the CSD) within 5 Business Days prior to a Payment Date. Depending on any currency exchange settlement agreements between each Bondholder's bank and the Paying Agent, and opening hours of the receiving bank, cash settlement may be delayed, and payment shall be deemed to have been made once the cash settlement has taken place, provided, however, that no default interest or other penalty shall accrue for the account of the Issuer for such delay.

8.6 Set-off and counterclaims

No Obligor may apply or perform any counterclaims or set-off against any payment obligations pursuant to these Bond Terms or any other Finance Document.

9. INTEREST AND AMORTISATION

9.1 Calculation of interest

- (a) Each Outstanding Bond will accrue interest at the Interest Rate on the Nominal Amount for each Interest Period, commencing on and including the first date of the Interest Period, and ending on but excluding the last date of the Interest Period.
- (b) Interest shall be calculated on the basis of a 360-day year comprised of twelve months of 30 days each (30/360-days basis).

9.2 Payment of interest

Interest shall fall due on each Interest Payment Date for the corresponding preceding Interest Period and, with respect to accrued interest on the principal amount then due and payable, on each Repayment Date.

10. ACCOUNTS

10.1 Escrow Account - additional top-up and release on Escrow Account

- (a) In the event the Equity Raise Long Stop Date, pursuant to a request being made by the Issuer and approved pursuant to the voting provisions in the Intercreditor Deed, is extended, the Issuer shall as a condition for such extension evidence that an amount equal the aggregate of all interest to accrue from the existing Equity Raise Long Stop Date to the extended the Equity Raise Long Stop Date has been transferred to the Escrow Account.
- (b) If the Total Contribution is completed and all Transaction Security are established on or before the Equity Raise Long Stop Date or (if extended under Clause 10.1 (a) (*Escrow Account – additional top-up and release on Escrow Account*) above) the extended Equity Raise Long Stop Date, the Top-Up Amount (that was deposited as a Pre- Settlement Conditions Precedent) plus (to the extent relevant) any additional amounts deposited pursuant to Clause 10.1 (a) (*Escrow Account – additional top-up and release on Escrow Account*) above shall at the Issuer's request be released from the Escrow Account and returned to the Issuer within 7 Business Days.
- (c) If the Equity Raise Long Stop Date has passed and the Issuer has deposited amounts pursuant to Clause 12.2 (b) (*Mandatory Long Stop Redemption*) below , and then, pursuant to a request being made by the Issuer and approved pursuant to the voting provisions in the Intercreditor Deed, the Long Stop Date is extended, the Issuer shall as a condition for such extension evidence that an amount equal the aggregate of all interest to accrue from the existing Long Stop Date to the extended Long Stop Date has been transferred to the Escrow Account.
- (d) If the Pre-First Release Conditions Precedent (other than the Equity Spend Condition) are satisfied on or before the Long Stop Date or (if extended under Clause 10.1 (c) (*Escrow Account – additional top-up and release on Escrow Account*) above) the extended Long Stop Date, the Top-Up Amount (that was deposited as a Pre-Settlement Conditions Precedent) plus (to the extent relevant) all amounts deposited pursuant to Clause 10.1 (a) and (c) (*Escrow Account – additional top-up and release on Escrow Account*) above, and pursuant to Clause 12.2 (b) (*Mandatory Long Stop Redemption*) below , shall at the Issuer's Request be released from the Escrow Account and returned to the Issuer within 7 Business Days.

10.2 Bond Refinancing Reserves Account

- (a) If a Lock Up Cash Sweep Event occurs and while it is continuing, the Issuer must apply 100% of the Cash Sweep Excess Cashflow (a "**Lock Up Amount**") in mandatory prepayment of the Senior Facilities (the "**Lock Up Cash Sweep and Mandatory Prepayment**"). Each prepayment must be made on or before the Cash Share or Lock Up Cash Sweep Date that occurs immediately after delivery of the Compliance Certificate that demonstrates the Lock Up Cash Sweep Event.
- (b) On the first Cash Share or Lock Up Cash Sweep Date arising after a Lock Up Cash Sweep Event ceases to continue, the Issuer must apply the difference between:

- (i) the aggregate amount available in the Collection Accounts on the immediately preceding Quarter End Date after all amounts set out in paragraphs (a) to (k) (inclusive) of Clause 10.10 (*Waterfall - Withdrawals post Ramp Up Period*) have been paid at each such Quarter End Date; and
- (ii) the Minimum Unrestricted Cash Balance,

in mandatory prepayment of the Senior Facilities, up to the Catch-up Sweep Amount. In the event that there is an insufficient aggregate cash balance in the Collection Accounts (less the Minimum Unrestricted Cash Balance) on that Cash Share or Lock Up Cash Sweep Date to pay the Catch-up Sweep Amount in mandatory prepayment in accordance with this paragraph, then the Issuer must pay:

- (i) the aggregate cash balance in the Collection Accounts (less the Minimum Unrestricted Cash Balance) on that first Cash Share or Lock Up Cash Sweep Date in mandatory prepayment of the Senior Facilities; and
 - (ii) on each subsequent Cash Share or Lock Up Cash Sweep Date, the aggregate cash balance in the Collection Accounts (less the Minimum Unrestricted Cash Balance) in mandatory prepayment of the Senior Facilities until the whole of the Catch-up Sweep Amount has been applied in prepayment.
- (c) Any Equity Cure Amount received by the Issuer must be applied in prepayment of the Senior Facilities (the "**Equity Cure Amount Mandatory Prepayment**").
 - (d) Prepayment of Bonds pursuant to the Lock Up Cash Sweep and Mandatory Prepayment and Equity Cure Amount Mandatory Prepayment shall take place by transfer of such funds to the Bond Refinancing Reserve Account.
 - (e) Any prepayment due to a Lock Up Cash Sweep and Mandatory Prepayment and Equity Cure Amount Mandatory Prepayment shall, subject to the Intercreditor Deed, be applied against each Senior Facility on a pro-rata basis equal to the proportion borne by the total principal outstanding amount under each Senior Facility to the total amount being prepaid, where, in the case of the Bonds, the total principal outstanding amount shall be calculated to be net of any amount standing to the credit of the Bond Refinancing Reserve Account.
 - (f) The Issuer shall have the right to use the fund deposited in the Bond Refinancing Reserve Account to redeem the Bonds in whole or in parts in accordance with Clause 12.1 (*Voluntary early redemption – call option*).
 - (g) Subject to the Intercreditor Deed, on each Cash Share or Lock Up Cash Sweep Date, the Issuer shall transfer to the Bond Refinancing Reserve Account 15% of any Cash Share Excess Cash until the amount deposited in the Bond Refinancing Reserve Account is equal to the total amount of Outstanding Bonds and accrued interest) (the "**Cash Sharing**").

10.3 Collection Accounts

The Issuer shall procure that the following amounts are paid into the Collection Accounts:

- (a) proceeds of all sales of Product;
- (b) all amounts received by the Issuer under or in relation to any Hedging Agreement;

- (c) all amounts received by the Issuer under any Project Document whether by way of liquidated damages or other amounts;
- (d) any interest and other earnings on the Collection Accounts;
- (e) the proceeds of all loans drawn by the Issuer under the NAIF Facility;
- (f) the proceeds of all "loans", "drawdowns" or "utilisations" (however described) of any other Secured Creditor Agreement;
- (g) all amounts received by the Issuer in connection with Subordinated Issuer Debt or any equity contribution;
- (h) any transfers from the Debt Service Reserve Accounts under paragraphs (e), (f) and (g) of Clause 10.5 (*Debt Service Reserve Accounts*);
- (i) any transfers from the WCP Relocation Reserve Account under paragraphs (d) and (e) of Clause 10.4 (*WCP Relocation Reserve Account*); and
- (j) the proceeds received by the Issuer from a Permitted Disposal (other than a Permitted Disposal under paragraph (c) of the definition of Permitted Disposal).

10.4 WCP Relocation Reserve Account

- (a) The Issuer shall open and maintain the WCP Relocation Reserve Account.
- (b) On and from the date that is five (5) years prior to each scheduled relocation of the wet concentration plant (as determined in the Base Case Financial Model), the Issuer shall make payments to the WCP Relocation Reserve Account on each Quarter End Date equal to 1/20th of the projected cost of the relocation of the applicable wet concentration plant as modelled in the Base Case Financial Model and reviewed and certified by the Independent Technical Consultant until the date of the applicable relocation of the wet concentration plant. It is acknowledged that under the Base Case Financial Model wet concentration plant relocations occur in years 8 and 10 of operations and so on certain Quarter End Dates the Issuer will be making payments under this paragraph (b) of this Clause 10.4 (*WCP Relocation Reserve Account*) in respect of 2 relocations.
- (c) Other than as provided under paragraphs (d) and (e) of this Clause 10.4 (*WCP Relocation Reserve Account*), no amount may be withdrawn from the WCP Relocation Reserve Account.
- (d) The Issuer may, at any time, with two (2) Business Days' notice to the Bond Trustee and the WA Lender and to the extent that it otherwise would not have sufficient funds available in the Collection Accounts, withdraw amounts from the WCP Relocation Reserve Account and deposit those amounts into the AUD Collection Account in or towards payment of any costs and expenses incurred at that time in connection with the relocation of the wet concentration plant.
- (e) If there is any amount standing to the credit of the WCP Relocation Reserve Account after all amounts payable or forecast to be payable in connection with the relocation of the wet concentration plant have been paid, the Issuer may transfer that amount to the AUD Collection Account.

10.5 Debt Service Reserve Accounts

- (a) The Issuer shall open and maintain the Debt Service Reserve Accounts.
- (b) Subject to paragraph (c) of this Clause 10.5 (*Debt Service Reserve Accounts*), the Issuer shall make payments to the Debt Service Reserve Accounts insofar as required to ensure that the amounts standing to the credit of the Debt Service Reserve Accounts is (in aggregate) at least equal to the DSRA Required Balance at each Quarter End Date following the end of the Ramp Up Period or (if earlier), following the date of Project Completion.
- (c) If, at any time, the aggregate balance of the Debt Service Reserve Accounts is less than the DSRA Required Balance, the Issuer must, no later than 30 days after the date the balance falls below the DSRA Required Balance, make payments to the Debt Service Reserve Accounts necessary to ensure that the amounts standing to the credit of the Debt Service Reserve Accounts is (in aggregate) at least equal to the DSRA Required Balance.
- (d) Other than as provided under paragraphs (e), (f) and (g) of this Clause 10.5 (*Debt Service Reserve Accounts*), no amount may be withdrawn from the Debt Service Reserve Accounts.
- (e) The Issuer may, at any time, with two (2) Business Days' notice to the Bond Trustee and the WA Lender and to the extent that it otherwise would not have sufficient funds available in the Collection Accounts, withdraw amounts from a Debt Service Reserve Account in or towards payment of any amounts due but unpaid under the Secured Creditor Agreements (other than in case of any illegality or voluntary prepayment of redemption). The Issuer will not be taken to have failed to comply with its obligation to ensure the amount standing to the credit of the Debt Service Reserve Accounts is at least equal to the DSRA Required Balance as a result of any withdrawal in accordance with this paragraph (e) of this Clause 10.5 (*Debt Service Reserve Accounts*) if the amount standing to the credit of the Debt Service Reserve Accounts is at least equal to the DSRA Required Balance on or before the date that is ten (10) days from the date of that withdrawal.
- (f) If at any time the balance of the Debt Service Reserve Accounts exceeds the DSRA Required Balance, the Issuer may transfer the net excess amount standing to the credit of the Debt Service Reserve Accounts to the USD Collection Account or the AUD Collection Account (as applicable).
- (g) If the aggregate balance of each Collection Account is not sufficient to fully satisfy all the payments required under paragraphs (a) through (f) of Clause 10.8 (*Waterfall - Withdrawals pre and during Ramp Up Period*) or required under paragraphs (a) through (g), (k) and (l) of Clause 10.10 (*Waterfall - Withdrawals post Ramp Up Period*), Bond Trustee is irrevocably authorised to withdraw from the USD Debt Service Reserve Account the amount required to satisfy those payments in full or, if the balance of the USD Debt Service Reserve Account is insufficient, to the maximum extent possible.

10.6 Insurance Proceeds Accounts

- (a) The Issuer shall open and maintain the Insurance Proceeds Account.
- (b) The Issuer shall procure that any insurance proceeds (other than for business interruption, consequential loss or third party or public liability) insurance) received by or for the account of an Obligor are immediately deposited or transferred to the Insurance Proceeds Account.

- (c) Other than as provided under paragraph (d) of this Clause 10.6 (*Insurance Proceeds Account*), no amount may be withdrawn from the Insurance Proceeds Account.
- (d) The Issuer may not withdraw or transfer any amount from the Insurance Proceeds Account other than as permitted and in accordance Clause 12.5 (*Mandatory Prepayment and Redemption Events – Insurance mandatory redemption*).

10.7 Cost Overrun Account

- (a) The Issuer shall open and maintain the Cost Overrun Account.
- (b) Other than as provided under paragraph (c) of this Clause 10.7 (*Cost Overrun Account*), no amount may be withdrawn from the Cost Overrun Account.
- (c) The Issuer may not withdraw or transfer any amount from the Cost Overrun Account other than:
 - (i) to include the Cost Overrun Proceeds in the Committed Funding for the purposes of satisfying the Project Completion Cost to Complete and (where applicable) the Physical Completion Cost to Complete Test, provided that the Cost Overrun Conditions have been satisfied, in which case such Cost Overrun Proceeds shall be applied for those purposes;
 - (ii) if Project Completion has been achieved (which in this case may exclude the requirement that the Debt Service Reserve Accounts are funded to the DSRA Required Balance), to transfer the Cost Overrun Proceeds as follows:
 - (A) to the AUD Debt Service Reserve Account (to the extent required to ensure that the amounts standing to the credit of the Debt Service Reserve Accounts is (in aggregate) at least equal to the DSRA Required Balance); and
 - (B) any surplus after transfer to the AUD Debt Service Reserve Account in accordance with paragraph (c)(ii)(A) of this Clause 10.7 (*Cost Overrun Account*), to the Parent in repayment of Subordinated Issuer Debt; or
 - (iii) otherwise as the Bond Trustee and the WA Lender permits.

10.8 No withdrawal

If an Event of Default has occurred and is continuing:

- (a) no amount will be payable to any Obligor from any Pledged Account;
- (b) no amount may be withdrawn by any Obligor, from any Pledged Account;
- (c) the Bond Trustee shall be authorised to take all necessary measures to effectuate any required payment from the Escrow Account or Bond Refinancing Reserve Account, including to the extent applicable redeem Outstanding Bonds applying the funds deposited on the Escrow Account or Bond Refinancing Reserve Account for such redemption (and, if required, make any currency exchange in their sole discretion convert the proceeds USD prior to returning the proceeds to the Bondholders); and
- (d) the Secured Creditors (or the Security Trustee on behalf of the Secured Creditors) will, subject to the terms of the Intercreditor Deed and to the fullest extent under all applicable

laws and pursuant to the applicable Account Bank Deeds, be entitled (but not obliged) without prior notice to, or the consent of, any Obligor, to take control of, and to be the sole signatory on all Project Accounts.

10.9 Waterfall - Withdrawals pre and during Ramp Up Period

Unless otherwise agreed by the Bond Trustee (on behalf of the Bondholders) and the WA Lender, prior to and during the Ramp Up Period, withdrawals from the Collection Accounts may only be made to pay or meet the following amounts in the following order of priority as and when those amounts fall due:

- (a) **(Taxes and royalties)** all Taxes and any royalty payable to any Governmental Agency in connection with a Project Tenement;
- (b) **(Fees and costs)** fees, expenses and costs due under a Secured Creditor Agreement, including fees and expenses of the Security Trustee and Bond Trustee;
- (c) **(Costs and expenses)** Operating Costs (other than amounts covered by paragraph (b) of this Clause 10.9 (*Waterfall - Withdrawals pre and during Ramp Up Period*)) and Project Costs payable including any payments to Hedge Counterparties under Hedging Agreements (other than termination amounts);
- (d) **(Interest payments)** any interest due and payable under any Secured Creditor Agreement;
- (e) **(Hedge termination and working capital facility payments)** termination amounts payable to the Hedge Counterparties under the Hedging Agreements (if any) and scheduled repayments of principal under the Working Capital Facility Agreement (to the extent that such principal is not redrawn);
- (f) **(Mandatory prepayments)** mandatory prepayments due to illegality under the NAIF Facility and the related pro-rata prepayment under the Bonds, mandatory prepayment and redemption under Clause 12.5 (Mandatory Prepayment and Redemption Events – Insurance mandatory redemption) and Clause 12.6 (Mandatory Prepayment and Redemption Events – asset sale) and Denham Road Project mandatory prepayment as set out in the NAIF Facility (if any);
- (g) **(Debt Service Reserve Accounts)** necessary payments to the Debt Service Reserve Accounts to ensure that the aggregate amount standing to the credit of the Debt Service Reserve Accounts is at least equal to the DSRA Required Balance; and
- (h) **(Voluntary prepayments)** voluntary prepayments (or related pro-rata prepayments) under any Secured Creditor Agreement.

10.10 Waterfall - Withdrawals post Ramp Up Period

Unless otherwise agreed by the Bond Trustee (on behalf of the Bondholders) and the WA Lender, after the last day of the Ramp Up Period, withdrawals from the Collection Accounts may only be made to pay or meet the following amounts in the following order of priority as and when those amounts fall due:

- (a) **(Taxes and royalties)** Taxes and any royalty payable to any Governmental Agency in connection with a Project Tenement;

- (b) **(Fees and costs)** fees, expenses and costs due under or in relation to a Secured Creditor Agreement, including fees and expenses of the Security Trustee and Bond Trustee;
- (c) **(Costs and expenses)** Operating Costs (other than amounts covered by paragraph (b) of this Clause 10.10 (*Waterfall - Withdrawals post Ramp Up Period*)) and Project Costs payable, including any payments to Hedge Counterparties under Hedging Agreements (other than termination amounts);
- (d) **(Interest payments)** any interest due and payable under the Secured Creditor Agreements;
- (e) **(Bond, hedging and working capital facility repayments)** scheduled repayments of principal under the Bonds, termination amounts payable to the Hedge Counterparties under the Hedging Agreements (if any) and scheduled repayments of principal under the Working Capital Facility Agreement (to the extent that such principal is not redrawn);
- (f) **(Secured Creditor Agreement repayments)** if no amount remains outstanding under the Bond, scheduled repayments under the other Secured Creditor Agreements (other than amounts already covered under paragraph (e) of this Clause 10.10 (*Waterfall - Withdrawals post Ramp Up Period*));
- (g) **(Mandatory prepayments)** mandatory prepayments due to illegality under the NAIF Facility and the related pro-rata prepayment under the Bonds, mandatory prepayment and redemption under Clause 12.5 (*Mandatory Prepayment and Redemption Events – Insurance mandatory redemption*) and Clause 12.6 (*Mandatory Prepayment and Redemption Events – asset sale*) and Denham Road Project mandatory prepayment as set out in the NAIF Facility (if relevant);
- (h) **(Debt Service Reserve Accounts)** necessary payments to the Debt ,Service Reserve Accounts to ensure that the aggregate amount standing to the credit of the Debt Service Reserve Accounts is at least equal to the DSRA Required Balance;
- (i) **(WCP Relocation Reserve Account)** necessary payments to the WCP Relocation Reserve Account in accordance with Clause 10.4 (b) (*WCP Relocation Reserve Account*);
- (j) **(Lock Up Amount)** any Lock Up Amount required to be paid out of the Collection Accounts under Clause 10.2 (a) (*Bond Refinancing Reserves Account*);
- (k) **(Catch-up Sweep Amount)** any Catch-up Sweep Amount required to be paid out of the Collection Accounts under Clause 10.2 (b) (*Bond Refinancing Reserves Account*);
- (l) **(Cash Share payments)** any amount payable as Cash Sharing in accordance with Clause 10.2 (g) (*Bond Refinancing Reserves Account*);
- (m) **(Voluntary prepayments)** voluntary prepayments (or related pro-rata prepayments) under any Secured Creditor Agreement;
- (n) **(Distributions)** Permitted Distributions by the Issuer; and
- (o) **(Other)** making such other withdrawals for such purposes as the Issuer may decide, provided such purpose is permitted under the relevant agreements.

11. INSTALMENTS AND REDEMPTION

- (a) The Bonds will be repaid by the Issuer in the following instalments (the "**Quarterly Instalment Amounts**"):

Due date on Interest Payment Date in:	Instalment amount:
March 2024	USD 4.25 million
June 2024	USD 4.25 million
September 2024	USD 4.25 million
December 2024	USD 4.25 million
March 2025	USD 4.25 million
June 2025	USD 4.25 million
September 2025	USD 2.25 million
December 2025	USD 2.25 million
Maturity Date	USD 30.00 million

- (b) Any redemption of Bonds following a Call Option or any Mandatory Prepayment and Redemption Event shall reduce the Quarterly Instalment Amounts (including the Bonds due to be redeemed at the original Maturity Date) in inverse order of maturity and the redeemed Bonds will subsequently be cancelled.
- (c) Instalment payments will be made pro rata in accordance with the applicable regulations of the CSD.
- (d) Any remaining Outstanding Bonds will be redeemed in full on the Maturity Date at a price equal to 100 per cent. of the Nominal Amount.

12. REDEMPTION AND REPURCHASE OF BONDS

12.1 Voluntary early redemption - Call Option

- (a) The Issuer may redeem in whole or in part any of the Outstanding Bonds (the "**Call Option**") on any Business Day from and including:
- (i) the Issue Date to, but not including, the First Call Date at a price equal to the Make Whole Amount;
 - (ii) the First Call Date to, but not including, the Interest Payment Date in December 2024 at a price equal to 104.8 per cent. of the Nominal Amount for each redeemed Bond;
 - (iii) the Interest Payment Date in December 2024 to, but not including, the Interest Payment Date in September 2025 at a price equal 102.4 per cent. of the Nominal Amount for each redeemed Bond; and

- (iv) the Interest Payment Date in September 2025 to, but not including, the Interest Payment Date in December 2025 at a price equal to, but not including, the Maturity Date at a price equal to 100.0 per cent. of the Nominal Amount for each redeemed Bond.
- (b) Any redemption of Bonds pursuant to Clause 12 (a) above shall be determined based upon the redemption prices applicable on the Call Option Repayment Date.
- (c) The Call Option may be exercised by the Issuer by written notice to the Bond Trustee at least 10 Business Days prior to the proposed Call Option Repayment Date. Such notice sent by the Issuer is irrevocable and shall specify the Call Option Repayment Date and may, at the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent which shall be satisfied at least three (3) Business Days prior to the relevant Call Option Repayment Date.

Unless the Make Whole Amount is set out in the written notice where the Issuer exercises the Call Option, the Issuer shall calculate the Make Whole Amount and provide such calculation by written notice to the Bond Trustee as soon as possible and at the latest within 3 Business Days from the date of the notice.

- (d) Any Call Option exercised in part will be used for pro rata payment to the Bondholders in accordance with the applicable regulations of the CSD.

12.2 Mandatory Long Stop Redemption

- (a) If the Pre-First Release Conditions Precedent (other than the Equity Spend Condition) have not been fulfilled by the Long Stop Date, the Issuer shall promptly, and in any event no later than on the date occurring two (2) Business Days after the Long Stop Date, redeem all the Bonds at a price equal to 101% of the Nominal Amount thereof (plus accrued and unpaid interest thereon) (the "**Long Stop Redemption**").
- (b) Unless:
 - (i) the Issuer has evidenced the completion of the Total Contribution and the establishment of all Transaction Security by the Equity Raise Long Stop Date, or
 - (ii) the Issuer has evidenced that an amount equal the aggregate of the anticipated sum of all interest to accrue from the Equity Raise Long Stop Date to the Long Stop Date has been transferred to the Escrow Account,

the Issuer shall promptly, and in any event no later than on the date occurring two (2) Business Days after the Equity Raise Long Stop Date, redeem all the Bonds at a price equal to 101% of the Nominal Amount thereof (plus accrued and unpaid interest on the redeemed Bonds) (the "**Equity Raise Long Stop Redemption**").

12.3 Mandatory Prepayment and Redemption Events – NAIF Facility termination

If for any reason what so ever (not limited to illegality, breach of obligations or an event of default) the NAIF Facility or any commitment thereunder, in whole or in part, is cancelled, terminated (other than by the Issuer through the agreed mechanisms for voluntary cancellation or cancellation of commitments by end of the availability period thereunder) or otherwise cease to exist, the Issuer shall promptly and no later than within five (5) Business Days after such Mandatory Prepayment and Redemption Event redeem (i) in case of cancellation, termination or similar in part, a pro-rata

share of all Outstanding Bonds; and (ii) in case of cancellation, termination or similar in full, all of the Outstanding Bonds, in each case at a price equal to 100 per cent. of the Nominal Amount for each redeemed Bonds (plus accrued unpaid interest).

12.4 Mandatory Prepayment and Redemption Events – NAIF Facility voluntary prepayment or cancellation

If any commitment or outstanding principal under the NAIF Facility, in whole or in part, is voluntary cancelled or voluntarily prepaid, the Issuer shall promptly and no later than within five (5) Business Days after such Mandatory Prepayment and Redemption Event redeem (i) in case of voluntary cancellation or voluntary prepayment in part, a pro-rata share of all Outstanding Bonds; and (ii) in case of voluntary cancellation or voluntary prepayment in full, all of the Outstanding Bonds, in each case at a price equal to the prevailing call prices for Call Option at the time of the Mandatory Prepayment (plus accrued unpaid interest) in accordance with Clause 12.1 (*Voluntary early redemption – Call Option*).

12.5 Mandatory Prepayment and Redemption Events – Insurance mandatory redemption

Where the Issuer receives any insurance proceeds for insurances taken by the Issuer in respect of the Project in accordance with Clause 15.14 (*Insurance*) (other than for business interruption, consequential loss or third party public liability insurance) the Obligors must ensure those insurance proceeds are deposited immediately into the Insurance Proceeds Account and, subject to the Intercreditor Deed:

- (a) at any time while an Event of Default related to Non-payment, Insolvency, Insolvency proceedings or Creditors' process is continuing, those insurance proceeds must promptly (and no later than two (2) Business Days following receipt) be applied in full on a pro rata basis to prepay the Senior Facilities;
- (b) at any time while an Event of Default (other than Non-payment, Insolvency, Insolvency proceedings or Creditors' process Event of Default) is continuing, those insurance proceeds shall, at the election of the Secured Creditors in accordance with the Intercreditor Deed, be applied in full on a pro rata basis to prepay the Senior Facilities; or
- (c) at any time prior to Project Completion and while no Event of Default is continuing, those insurance proceeds must promptly (and no later than two (2) Business Days following receipt) be applied to prepay the Senior Facilities on a pro rata basis, other than an amount up to AUD 5,000,000 for which any one of the following must apply:
 - (i) that amount is committed to be applied towards the repair, reinstatement and/or replacement of the relevant asset within two (2) Months after receipt in cleared funds and actually used for the repair, re-instatement and/or replacement of the relevant asset within six (6) Months after receipt in cleared funds;
 - (ii) the relevant asset or assets have already been repaired, re-instated or replaced by the time the Obligor receives the insurance proceeds; or
 - (iii) the relevant asset or assets have been partially repaired, re-instated or replaced by the time the Obligor receives the insurance proceeds, and such amount of the insurance proceeds that is necessary to complete the repair, re-instatement and/or replacement of the relevant asset or assets are committed to be applied in accordance with this

Clause 12.5 (c) (i) (*Mandatory Prepayment and Redemption Events – Insurance mandatory redemption*) above; or

- (d) at any time on or after Project Completion and while no Event of Default is continuing;
 - (i) where the insurance proceeds are for a total amount of AUD 10,000,000 or less, one of the following must apply:
 - (A) that amount is committed to be applied towards the repair, re-instatement and/or replacement of the relevant asset within 2 Months after receipt in cleared funds and actually used for the repair, re-instatement and/or replacement of the relevant asset within 6 Months after receipt in cleared funds;
 - (B) the relevant asset or assets have already been repaired, reinstated or replaced by the time the Obligor receives the insurance proceeds; or
 - (C) the relevant asset or assets have been partially repaired, reinstated or replaced by the time the Obligor receives the insurance proceeds, and such amount of the insurance proceeds that is necessary to complete the repair, reinstatement and/or replacement of the relevant asset or assets are committed to be applied in accordance with paragraph (i) above; and
 - (ii) where the insurance proceeds are for a total amount greater than AUD 10,000,000:
 - (A) the insurance proceeds are received by an Obligor as a result of damage or destruction of any part of the Project (“**Insurance Event**”);
 - (B) within 60 days (or such other period as the Secured Creditors may agree) of the Insurance Event, the Issuer has submitted a plan to repair, reinstate or replace the damaged or destroyed property, such that the Project will be in an equivalent position to that prior to the occurrence of the Insurance Event (the “**Reinstatement Program**”);
 - (C) the Secured Creditors approved the Reinstatement Program (acting reasonably); and
 - (D) the Secured Creditors are satisfied that the Issuer is able to meet its repayment obligations under the Senior Facilities,

then the Issuer may apply the insurance proceeds in accordance with the Reinstatement Program.

If the Secured Creditors notify the Issuer that:

- (a) the Secured Creditors do not approve of the Reinstatement Program (acting reasonably) within 30 Business Days of receipt; or
- (b) the Secured Creditors are not satisfied that the Issuer is able to meet its repayment obligations under the Senior Facilities,

then the Issuer must promptly (and in any event within 2 Business Days following receipt of notice from the Secured Creditors) apply the insurance proceeds in full on a pro rata basis to prepay the Senior Facilities.

Redemption of Bonds pursuant to this Mandatory Prepayment and Redemption Event shall be made at a price equal to 100 per cent. of the Nominal Amount of the redeemed Bonds (plus accrued unpaid interest).

12.6 Mandatory Prepayment and Redemption Events – asset sale

- (a) Subject to the Intercreditor Deed, if an Obligor sells or otherwise disposes of any asset (other than a Permitted Disposal under paragraphs (a), (b) or (c) of the definition of Permitted Disposal) and where the net proceeds of the sale or disposal are greater than AUD 1,000,000, the Obligors must promptly (and no later than two (2) Business Days following receipt) apply in prepayment on a pro rata basis of the Senior Facilities those proceeds, other than where the proceeds are to be applied towards replacement assets as permitted hereunder.
- (b) Redemption of Bonds pursuant to this Mandatory Prepayment and Redemption Event shall be made at a price equal to the prevailing call prices for Call Option at the time of the Mandatory Prepayment (plus accrued interest) in accordance with Clause 12.1 (*Voluntary early redemption – call option*).

12.7 Redemption after a Review Event

- (a) If, upon the occurrence of a Review Event, no waiver is granted pursuant to the Intercreditor Deed within 20 Business Days (as defined in the Intercreditor Deed) on the repayment and redemption obligations arising out of a Review Event under the Senior Facilities, all Outstanding Bonds shall be redeemed within 150 days following the occurrence of a Review Event (the "**Review Event Redemption**").
- (b) Such redemption shall be made at a price equal to 101% of the Nominal Amount.

12.8 Early redemption option due to a tax event

If the Issuer is or will be required to gross up any withheld tax imposed by law from any payment in respect of the Bonds under the Finance Documents pursuant to Clause 8.4 (*Taxation*) as a result of a change in applicable law implemented after the date of these Bond Terms, the Issuer will have the right (and not an obligation) to redeem all, but not only some, of the Outstanding Bonds at a price equal to 100 per cent. of the Nominal Amount. If the Issuer exercises its redemption rights under this clause, the Issuer shall give written notice of such redemption to the Bond Trustee and the Bondholders at least 20 Business Days prior to the Tax Event Repayment Date, provided that no such notice shall be given earlier than 40 Business Days prior to the earliest date on which the Issuer would be obliged to withhold such tax on a payment in respect of any Bonds then due.

13. PURCHASE AND TRANSFER OF BONDS

13.1 Issuer's purchase of Bonds

The Issuer may purchase and hold Bonds and such Bonds shall be cancelled.

13.2 Restrictions

- (a) Certain purchase or selling restrictions may apply to Bondholders under applicable local laws and regulations from time to time. Neither the Issuer nor the Bond Trustee shall be responsible to ensure compliance with such laws and regulations and each Bondholder is responsible for ensuring compliance with the relevant laws and regulations at its own cost and expense.

- (b) A Bondholder who has purchased Bonds in breach of applicable restrictions may, notwithstanding such breach, benefit from the rights attached to the Bonds pursuant to these Bond Terms (including, but not limited to, voting rights), provided that the Issuer shall not incur any additional liability by complying with its obligations to such Bondholder.

14. INFORMATION UNDERTAKINGS

14.1 Financial Reports

- (a) The Issuer shall prepare unaudited annual financial statements in the English language and make them available on its website (alternatively on another relevant information platform) as soon as they become available, and not later than four Months after the end of the financial year.
- (b) The Issuer shall prepare quarterly financial statements in the English language and make them available on its website (alternatively on another relevant information platform) as soon as they become available, and not later than two Months after the end of the relevant Quarter End Date.
- (c) The Parent shall prepare audited annual financial statements in the English language and make them available on its website (alternatively on another relevant information platform) as soon as they become available, and not later than four Months after the end of the financial year.
- (d) The Parent shall prepare semi-annual financial statements in the English language and make them available on its website (alternatively on another relevant information platform) as soon as they become available, and not later than two Months after the end of the relevant financial half year.

14.2 Requirements as to Financial Reports

- (a) Each set of Financial Reports delivered by an Obligor pursuant to Clause 14.1 (*Financial Reports*) shall be certified by a director of the relevant company as giving a true and fair view of (in the case of annual financial statements for any financial year), or (in other cases) fairly representing its financial condition as at the date as at which those financial statements were drawn up.
- (b) The Issuer shall procure that the Financial Reports delivered pursuant to Clause 14.1 (*Financial Reports*) are prepared using the GAAP consistently applied.

14.3 Compliance Certificate

- (a) The Issuer shall supply to the Bond Trustee, with each set of financial statements delivered pursuant to Clause 14.1(b) (*Financial Reports*) a Compliance Certificate setting out (in reasonable detail) computations as to compliance with Clause 15.35 (*Financial Covenants*) and Clause 10.2(a) (*Bond Refinancing Reserves Account*) as at the date as at which those financial statements were drawn up.
- (b) Each Compliance Certificate shall be signed by two directors or a director and the company secretary of the Issuer.

14.4 Listing Failure Event

The Issuer shall promptly inform the Bond Trustee in writing if a Listing Failure Event has occurred. However, no Event of Default shall occur if the Issuer fails (i) to list the Bonds in accordance with

Clause 4 (*Admission to Listing*) or (ii) to inform of such Listing Failure Event, only additional interest in accordance with paragraph (c) of Clause 8.2 will accrue as long as such Listing Failure Event is continuing.

14.5 Information: Miscellaneous

The Issuer shall promptly inform the Bond Trustee in writing of:

- (a) the details of any event or circumstance which has resulted in any material physical damage to any material part of the facilities or infrastructure connected with the Project;
- (b) the details of any litigation, arbitration or administrative proceedings which are current, threatened in writing or pending against any Obligor, and which might reasonably be expected, if adversely determined, to have a Material Adverse Effect;
- (c) any material notice, order or correspondence from or with a Governmental Agency relating to an Obligor, the Project or the Secured Property;
- (d) the details of any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is made against any Obligor and which is reasonably likely to have a Material Adverse Effect;
- (e) following a change in the structure of the Group, an updated group structure chart;
- (f) such further information regarding the financial condition, business and operations of any Obligor as the Bond Trustee may reasonably request;
- (g) such information as the Bond Trustee may reasonably require about the Secured Property and compliance of the Obligors with the terms of any Transaction Security documents;
- (h) the occurrence of a Review Event;
- (i) following any update or change as agreed with the WA Lender, the updated Base Case Financial Model;
- (j) any other information shared with NAIF, the WA Lender or any other creditor of the Group or the shareholders of the Parent generally as the Bond Trustee may reasonably request;
- (k) the occurrence of any other event which could reasonably be expected to result in the revocation, withdrawal, cancellation, termination, suspension, forfeiture or variation of any of the permissions or licences held by an Obligor, and/or any material agreement and/or any other material assets of the Project, if such revocation, withdrawal, cancellation, termination, suspension, forfeiture or variation is likely to either have a material adverse impact on the Project or otherwise have a Material Adverse Effect;
- (l) inform the Bond Trustee of changes in the registration of the Bonds in the CSD;
- (m) at the request of the Bond Trustee, report the balance of the Issuer's Bonds (to the best of its knowledge, having made due and appropriate enquiries);
- (n) prior to Project Completion, as soon as practicable but no later than 12 Business Days after each Month, a certified copy of the Borrower's Construction Report; and

- (o) if the Bonds are listed on an Exchange, send a copy to the Bond Trustee of its notices to the Exchange.

15. GENERAL AND FINANCIAL UNDERTAKINGS

The Issuer and each other Obligor undertakes to and shall, where applicable, procure that the other members of the Group comply with the undertakings set forth in this Clause 15 (*General and Financial Undertakings*) for so long as any Bonds remain outstanding

15.1 Authorisations

Each Obligor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the WA Lender of:
 - (i) any Authorisation required to perform its obligations under the Transaction Documents;
 - (ii) any Authorisation required for the conduct of its business, trade and ordinary activities (including any Environmental and Social Permit); and
 - (iii) any Authorisation required to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Transaction Document,

in each case including any material amendment, supplement or other modification to any Authorisation received by any Obligor after the date of this Agreement.

- (c) Each Obligor shall not, without the prior consent of the WA Lender:
 - (i) cancel or terminate any Authorisation or consent to or accept any cancellation or termination of any such Authorisation (other than any cancellation or termination upon expiration thereof);
 - (ii) in any way vary, or consent or agree to the variation of any provision of such Authorisation in any material respect;
 - (iii) petition, request or take any other legal or administrative action that seeks, or may be expected, to impair any Authorisation in any material respect or seeks to amend, modify or supplement any such Authorisation; or
 - (iv) amend, supplement or modify any Authorisation in any material respect.

15.2 Compliance with laws

Each Obligor shall comply in all material respects with all laws that may be applicable to it, its assets or any activity relating to the Project (including the *Australian Jobs Act 2013* (Cth)).

15.3 Taxation

- (a) Each Obligor shall pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:
 - (i) such payment is being contested in good faith;

- (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the WA Lender under the provisions on financial statements; and
 - (iii) such payment can be lawfully withheld and failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Effect.
- (b) No Obligor may change its residence for Tax purposes.
- (c) Each Obligor shall file all tax returns required to be filed by it in any jurisdiction within the period required by law to the extent that any failure to file such tax returns would, or would be reasonably likely to, result in a Material Adverse Effect.

15.4 Preservation of assets

Each Obligor shall maintain in good working order and condition (ordinary wear and tear excepted) all of its assets necessary in the conduct of its business (including material Project Assets).

15.5 Pari passu ranking

Each Obligor shall ensure that at all times its payment obligations under the Transaction Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

15.6 Negative pledge

- (a) No Obligor shall create or permit to subsist any Security over any of its assets.
- (b) Without limiting paragraph (a) no Obligor shall:
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any title retention arrangement in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset;
 - (iv) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (v) enter into any other preferential arrangement having a similar effect.
- (c) Paragraphs (a) and (b) above do not apply to any Security or arrangement which is Permitted Security.

15.7 Disposals

No Obligor shall, enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset other than a Permitted Disposal.

15.8 Merger

No Obligor shall enter into any amalgamation, demerger, merger or corporate reconstruction or sell, lease or otherwise transfer or dispose of all or substantially all of its property.

15.9 Acquisitions

No Obligor shall acquire or own shares or other securities of any person, or acquire all or a substantial part of (whether by way of asset purchase or otherwise) the assets of any other person, other than a Permitted Acquisition.

The Parent must ensure that before the date of Project Completion, no member of the Group shall acquire or own shares or other securities of any person, or acquire all or a substantial part of (whether by way of asset purchase or otherwise) the assets of any other person, other than a Permitted Acquisition.

15.10 Joint Ventures

No Obligor shall:

- (a) enter into, invest in or acquire (or agree to acquire) any shares, stocks, securities or other interest in any Joint Venture; or
- (b) transfer any assets or lend to or guarantee or give an indemnity for or give Security for the obligations of a Joint Venture or maintain the solvency of or provide working capital to any Joint Venture (or agree to do any of the foregoing).

15.11 Existence, Conduct of Business etc.

Each Obligor shall maintain and preserve its existence as a corporation under its jurisdiction of incorporation, and the Issuer shall engage only in the business of ownership, construction, operation and maintenance of the Project.

15.12 Change of business

- (a) The Issuer shall procure that no substantial change is made to the general nature of the business of the Issuer from that carried on at the date of this Agreement.
- (b) Until the date of Project Completion, the Parent shall procure that no substantial change is made to the general nature of the business of the Parent from that carried on at the date of this Agreement.

15.13 No new bank accounts

The Issuer must not maintain any bank account other than the Project Accounts, the Escrow Account and the Bond Refinancing Reserve Account.

15.14 Insurance

- (a) Each Obligor shall take out and maintain all insurances required by applicable law.
- (b) In addition, the Issuer shall take out and maintain insurances in respect of the Project with a reputable insurer in the manner and to the extent which is in accordance with prudent business practice having regard to the nature of the business and assets of the Obligors in respect of the Project. To the extent not included in the above, the Issuer shall also give consideration to, and (unless the Issuer reasonably considers that such insurance is not available on economic or otherwise commercially reasonable terms) take out, public liability, business interruption and advanced business interruption insurance in respect of the Project, if recommended to do so by the insurance report provided as a condition precedent under Pre-Disbursement Conditions Precedent.
- (c) The insurances maintained in accordance with Clause 15.14 (a) above must be:

- (i) on terms and conditions which are customary for the relevant type of insurance (or terms and conditions which are more favourable to the Obligor); and
 - (ii) in the names of the Issuer or Obligor for their respective rights and interests (noting the Security Trustee as a loss payee). However, insurances need not note the Security Trustee as a loss payee if it is not customary practice in the insurance industry for that type of insurance.
- (d) The Issuer shall promptly produce to the Bond Trustee, the WA Lender and the NAIF Representative (each acting reasonably) evidence satisfactory to the WA Lender of current insurance cover (including a certified copy of each policy or a certificate of currency) whenever the Bond Trustee or the WA Lender reasonably asks.
- (e) The Issuer shall promptly notify the Bond Trustee if:
- (i) an event occurs which gives rise, or may give rise, to an insurance claim of AUD 500,000 or more; or
 - (ii) an insurance claim of AUD 500,000 or more is refused either in whole or in part.
- (f) If an Event of Default is continuing and the Bond Trustee or Security Trustee notifies the Issuer, the Security Trustee may take over the relevant Obligor's rights to make, pursue or settle an insurance claim. Subject to any obligations it may have at law, the Security Trustee may exercise those rights in any manner it chooses.

15.15 Arm's length basis

- (a) Except as permitted by paragraph (b) below, no Obligor shall enter into any transaction with any person except on arm's length terms or better for the Obligor and for valuable commercial consideration from the other person.
- (b) The following transactions shall not be a breach of this Clause 15.15:
- (i) the fees, costs and expenses payable under the Transaction Documents in the amounts set out in the Transaction Documents delivered to the Bond Trustee or the Security Trustee under the Pre-Disbursement Conditions Precedent or agreed by the WA Lender; or
 - (ii) any transaction where the only parties to it are Obligors.

15.16 Constitution and financial year

No Obligor shall:

- (a) amend its constitution in any manner adverse to the rights or interests of the Bondholders; or
- (b) change its financial year.

15.17 Loans or credit

No Obligor shall be a creditor in respect of any Financial Indebtedness other than a Permitted Loan.

15.18 Project

The Issuer shall:

- (a) subject to paragraph (d) below, promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation that is required to commence construction of the Project;
- (b) subject to paragraph (d) below, promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation that is required to carry out the Project in accordance with the Project Documents and the Base Case Financial Model;
- (c) ensure that each Authorisation which has been obtained by or on behalf of the Issuer and is either issued in the Issuer's name or on terms under which the Issuer is fully entitled to the use and benefit thereof in accordance with applicable law, is not the subject of any appeals or further proceedings or to any unsatisfied condition that could reasonably be expected to result in material modification, suspension or revocation thereof;
- (d) ensure that any Authorisation in connection with the Project that has not yet been obtained but is of a type that is routinely granted on application and which would not normally be obtained at the current stage of construction or operation of the Project, will be obtained on or prior to the time it becomes necessary for the applicable stage of construction or operation of the Project;
- (e) ensure that it is not in breach of any Authorisation for the construction or operation of the Project in any material respect;
- (f) ensure that the Project and Project Assets are:
 - (i) designed, constructed and completed in a proper and workmanlike manner and:
 - (A) in accordance with the designs, plans, requirements and specifications in or contemplated by the Base Case Financial Model, the Life of Mine Plan, the Environmental and Social Permits and the Project Documents;
 - (B) in accordance with all applicable laws and Authorisations in all material respects;
 - (C) in accordance with good business practice for a project of the nature of the Project,

except to the extent those designs, plans, requirements and specifications are varied with the prior written consent of the WA Lender (acting reasonably); and
 - (ii) diligently operated, managed and maintained in a proper and workmanlike manner and in accordance with the Project Documents, Base Case Financial Model and Good Operating Practice;
- (g) ensure that the Product is diligently processed in a good and workmanlike manner as would a prudent producer in accordance with Good Operating Practice;
- (h) ensure that there is no material change in the design, development or operation of the Project from that assumed in or contemplated by the Base Case Financial Model without the WA Lender's prior written consent;
- (i) ensure that no amounts are incurred or committed to be incurred which:

- (i) during the period from the date of this Agreement until the date of Project Completion:
 - (A) exceed the higher of (1) \$4,000,000 or (2) 20% of the forecast Project Costs in any sub-category of Project Costs as set out in the Base Case Financial Model; or
 - (B) exceed in aggregate across all sub-categories of Project Costs, the aggregate Project Costs as set out in the Base Case Financial Model by any amount which is not paid for by the Committed Funding (so that there cannot be any increase to the aggregate Project Costs unless the increase can be satisfied from Committed Funding under paragraph (a) of that definition); and
- (ii) on and from the date of Project Completion, exceed:
 - (A) 25% of the forecast Operating Costs as set out in the Base Case Financial Model,

in each case without the WA Lender's prior written consent;

- (j) promptly on becoming aware of it, notify the WA Lender and the NAIF Representative of any material adverse change to the processing methods for the Project from those provided for in the Base Case Financial Model and/or in existence as at the date of this Agreement;
- (k) notify the WA Lender and the NAIF Representative promptly of any unscheduled stoppages of or disruption to construction, development or operation at the Project for a period greater than 5 consecutive days;
- (l) maintain full and proper technical and financial records in relation to the Project; and
- (m) promptly pay, when due, all Project Costs and all Operating Costs in connection with the Project and the Project Documents.

15.19 Project Documents

The Issuer shall:

- (a) ensure that it (and not any other Obligor, except where that other Obligor is only a party as a Guarantor of the Issuer's obligations) is a party to each Project Document and each other material document or contract entered into relating to the Project or the operation of the Project;
- (b) ensure that none of its rights under or in respect of any of the Project Documents are at any time materially suspended (other than as a result of a force majeure) or materially limited as a result of any act or omission of the Issuer (including an event of default or default (however described) under a Project Document) without the prior written consent of the WA Lender (acting reasonably);
- (c) promptly notify the WA Lender and the NAIF Representative on becoming aware of any circumstances that exist which would, or would be reasonably likely to, give any other party to a Project Document legal grounds to terminate, cancel or revoke that Project Document;
- (d) not modify, amend or vary or permit the modification, amendment or variation of any term of any Project Document, or make or permit any waiver (expressly or impliedly) or extend

or grant any time (including an extension of time) or indulgence or consent in respect of a provision of a Project Document or any supplemental or collateral agreement thereto without the prior written consent of the WA Lender (which shall not be unreasonably withheld or delayed) other than:

- (i) where it is mandatory to do so under that Project Document;
- (ii) changes of a minor nature or to correct a manifest error in accordance with the relevant Project Document; or
- (iii) any Permitted Amendment or Waiver.

This paragraph (d) does not apply to ordinary course “variation claims” that are dealt with in accordance with the existing terms of the relevant Project Document.

For the purposes of this paragraph (d), a “**Permitted Amendment or Waiver**” means, in respect of any Project Document (other than any Offtake Agreement), any modification, amendment or variation to that Project Document, or any waiver, indulgence or consent granted or to be granted by the Issuer in respect of that Project Document, which satisfies all of the following criteria:

- (i) it does not result in any additional cost or liability to any Obligor, in any 12 Month period, of more than (i) 2.5% of the existing costs or liabilities under the contract in respect of that 12 Month period; or (ii) if less, AUD 200,000, or in aggregate with any other previous Permitted Amendments or Waivers is not in excess of AUD 500,000;
 - (ii) it does not extend the date by which the counterparty must perform any obligation by more than 20 days in aggregate;
 - (iii) it is not likely to have a Material Adverse Effect; and
 - (iv) a copy of the proposed modification, amendment, variation, consent, waiver or indulgence has been provided to the WA Lender and the NAIF Representative;
- (e) ensure that each Project Document is in full force and effect and not terminated, cancelled, rescinded or discharged, in each case, without the prior written consent of the WA Lender unless:
- (i) the termination or discharge of that Project Document follows full and final performance of the parties’ obligations under that Project Document; or
 - (ii) it is demonstrated to the reasonable satisfaction of the WA Lender that such Project Document, or the arrangements contemplated by such Project Document, have been replaced by a replacement Project Document, or alternative arrangements, that is or on equivalent terms (or better for the Issuer) as the original Project Document or which are otherwise satisfactory to the WA Lender (acting reasonably) before that occurrence;
- (f) ensure that each Project Document (as supplemented or modified by the provisions or operation of the relevant Tripartite Deed):
- (i) contain no restrictions, covenants and conditions that would adversely affect the use, possession, ownership, exploration, development, construction, operation and/or

exploitation of the Project Assets in the manner contemplated by the Transaction Documents; and

(ii) on and from Financial Close, is capable of being:

(A) assigned to the Security Trustee; and

(B) the subject of a security granted to the Security Trustee

- (g) not assign its rights under any Project Document to any person except as permitted under these Bond Terms;
- (h) duly and properly perform and comply with, in all material respects, its obligations under the Project Documents and any other material document or contract entered into by the Issuer relating to the Project (except to the extent, if any, they are inconsistent with the obligations of the relevant Obligors under the Transaction Documents);
- (i) enforce its rights and not waive any of its material rights or any other party's material obligations thereunder;
- (j) not enter into any Project Document or any other material document or contract relating to the Project, the entry into or performance of which would, or would be reasonably likely to, result in a Material Adverse Effect;
- (k) enter into and use commercially reasonable efforts to cause counterparties to Project Documents to enter into Tripartite Deeds.

15.20 Offtake requirement

- (a) The Issuer shall ensure that at all times on or after the date of Project Completion, the revenue from contracted quantities of Product payable to the Issuer under the Offtake Agreements for the purchase of Product under those Offtake Agreements will be equal to at least 75% of Operating Revenue for the following 18 Month period.
- (b) All proceeds from Offtake Agreements shall be paid into the relevant Collection Account.

15.21 Use of Project Site

The Issuer shall not use or permit to be used, by persons under control of the Issuer, the Project or any applicable lease or easement for any purpose other than for the construction, operation and maintenance of the Project as contemplated by the Life of Mine Plan and Base Case Financial Model, or as contemplated by the leases relating to the Project or reserved by the lessor or grantor under the leases relating to the Project or any easement, without the prior written consent of the WA Lender, or locate any portion of the Project on a site other than the Project Area or the applicable easements.

15.22 Abandonment of Project

The Issuer shall not wilfully and voluntarily cease or stop construction or operation of the Project for a continuous period of more than 30 days, other than with the prior written consent of the WA Lender. For the avoidance of doubt, scheduled maintenance outages in accordance with the Base Case Financial Model will not be considered to be “wilful and voluntary” cessation or stoppage of the Project or its construction.

15.23 Dangerous substances

The Issuer shall not release into the environment any Dangerous Substances in breach of any Environmental and Social Laws, requirements of law or Authorisations which results or is likely to result in a Material Adverse Effect.

15.24 Annual Budget

- (a) The Issuer must not, without the prior written consent of the WA Lender, materially amend or vary the Annual Budget (including by adding any new sub-category or type of costs) other than in accordance with these Bond Terms and the NAIF Facility.
- (b) The Issuer must comply with the then-current Annual Budget.

15.25 PPSA Policies and Steps

Each Obligor will promptly take all reasonable steps which are prudent for its business under or in relation to the PPSA.

15.26 Environmental and social compliance

- (a) Each Obligor shall:
 - (i) comply in all material respects with all Environmental and Social Law and Environmental and Social Permits that are required in connection with the Project;
 - (ii) obtain, maintain and ensure compliance in all material respects with all requisite Environmental and Social Permits;
 - (iii) use all reasonable precautions to avoid any act or omission that would or is likely to result in a Material E&S Incident; and
 - (iv) implement procedures to monitor compliance with, and aimed at preventing liability arising as a result of a breach of any Environmental and Social Law,where failure to do so has or is reasonably likely to have a Material Adverse Effect.
- (b) Each Obligor shall, promptly upon becoming aware of the same, inform the WA Lender and the NAIF Representative in writing of:
 - (i) any claim, proceeding, formal notice or investigation by any person in respect of any Environmental and Social Law against any Obligor which is current, pending or threatened; and
 - (ii) any facts or circumstances which are reasonably likely to result in any claim, proceeding, formal notice or investigation by any person in respect of any Environmental and Social Law being commenced or threatened against any Obligor,where the claim, if determined against that Obligor, has or is reasonably likely to have a Material Adverse Effect.
- (c) If any Material E&S Incident does arise:
 - (i) the Issuer shall, in consultation with the WA Lender, devise a plan (a "Corrective Action Plan") for remedying, managing, mitigating or otherwise addressing the effects of such Material E&S Incident;

- (ii) each Obligor shall ensure that each material aspect of each Corrective Action Plan is implemented in accordance with that Corrective Action Plan and within the timescales provided for in that Corrective Action Plan; and
- (iii) each Obligor shall, in any event, comply with any remedial action prescribed by any Governmental Agency in connection with the occurrence of such Material E&S Incident.
- (d) The consultation in paragraph (c) above shall take place prior to a Corrective Action Plan being devised unless the Issuer reasonably considers that any delay in devising the plan would materially and adversely affect the Issuer's ability to address the effects of the Material E&S Incident, in which case, the Issuer agrees to consult with the WA Lender as soon as reasonably practicable after the Corrective Action Plan.
- (e) Subject to paragraph (d) above, the Issuer may implement any Corrective Action Plan that has been devised prior to its approval by the WA Lender in accordance with paragraph (c)(i) above, provided that the Issuer shall, if required by the WA Lender, amend the Corrective Action Plan with 10 Business Days of request so that it is in form and substance satisfactory to the WA Lender and, once amended, implement that amended Corrective Action Plan.

15.27 Anti-corruption law

- (a) No Obligor shall (and the Issuer shall ensure that no other Obligor will) directly or indirectly use the proceeds of the Facilities for any purpose which would breach the United Kingdom's Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions.
- (b) Each Obligor shall:
 - (i) conduct its businesses in compliance with applicable anti-corruption laws; and
 - (ii) maintain policies and procedures designed to promote and achieve compliance with such laws.

15.28 Sanctions

Notwithstanding any other provision in this Agreement, the Issuer shall not:

- (a) use the proceeds of any loan or proceeds of the Bonds for the purpose of financing directly or indirectly the activities of any person or entity (or otherwise make available to any person or entity) which is currently listed on the SDN List (or any European Union or World Bank equivalent) or in a country which is currently subject to any OFAC Sanctions (or any European Union or World Bank equivalent), to the extent such financing would currently be prohibited by OFAC Sanctions (or any European Union or World Bank equivalent) if conducted by a person in the US or the European Union (as applicable); and/or
- (b) contribute or otherwise make available the proceeds of any loan or proceeds of the Bonds to any other person or entity if the Issuer has knowledge that such party intends to use such proceeds for the purpose of financing the activities of any person or entity which is currently on the SDN List (or any European Union or World Bank equivalent) or in a country which is subject to any OFAC Sanctions (or any European Union or World Bank equivalent), to the extent such financing would currently be prohibited by OFAC Sanctions (or any European

Union or World Bank equivalent) if conducted by a person in the US or the European Union (as applicable).

15.29 Dividends and share redemption

- (a) Except as permitted under paragraph (b) below, no Obligor shall:
 - (i) declare, make or pay any Distribution, charge, fee or other distribution (or interest on any unpaid Distribution, charge, fee or other distribution) (whether in cash or in kind) to its members or on or in respect of its share or equity capital (or any class of its share or equity capital) or subordinated debt;
 - (ii) repay or distribute any dividend or share premium reserve;
 - (iii) pay any management, advisory or other fee to or to the order of any of the shareholders of the Issuer or the Parent; or
 - (iv) redeem, repurchase, defease, retire or repay any of its share or equity capital, membership interests or subordinated debt or resolve to do so.
- (b) Paragraph (a) above does not apply to a Permitted Distribution.

15.30 Financial Indebtedness

- (a) Except as permitted under paragraph (b) below, no Obligor shall incur or allow to remain outstanding any Financial Indebtedness.
- (b) Paragraph (a) does not apply to Financial Indebtedness which is Permitted Financial Indebtedness.

15.31 Financial assistance

Each Obligor shall comply in all respects with Part 2J.3 of the *Corporations Act, 2001* and any equivalent legislation in other jurisdictions.

15.32 Treasury Transaction

The Issuer shall not enter into any Treasury Transaction, other than for the purpose of protecting the Issuer against fluctuations in interest rates, currency exchange rates or commodity prices but not for speculative purposes, provided that the Treasury Transaction is made in accordance with the Approved Hedging Policy and Protocol or any other hedging policy agreed between the Issuer and the WA Lender.

15.33 Working Capital Facility Agreement Conditions

The Issuer acknowledges and agrees that it shall not enter into any Working Capital Facility Agreement (alone or with any other Obligor) except where each of the following conditions are satisfied:

- (a) the aggregate principal amount available under the Working Capital Facility Agreement does not exceed AUD 15,000,000 (or its equivalent in any other currency or currencies);
- (b) the proposed WCF Lender is a financial institution with a long term credit rating of A or higher by Standard & Poor's or a comparable rating from an internationally recognised credit rating agency
- (c) the Working Capital Facility Agreement does not have an obligation to "clean down" (however described) the outstanding amounts under the Working Capital Facility Agreement

that is more onerous than a clean down to zero once every 12 Months, with a "clean down period" of no more than 5 Business Days;

- (d) the WCF Lender accedes to the Intercreditor Deed and the Security Trust Deed as a Secured Creditor under and in accordance with the terms of the Intercreditor Deed and the Security Trust Deed; and
- (e) the WCF Lender does not benefit from any Security or guarantee other than the Transaction Security.

15.34 Conditions subsequent

- (a) By no later than 6 Months prior to the start of production at the Project, the Issuer shall procure that it enters into:
 - (i) the Logistics Contract; and
 - (ii) the Tripartite Deed referred to in paragraph (m) of that definition in respect of the Logistics Contract,and provide to the Bond Trustee certified copies of those documents which have been fully executed.
- (b) Promptly after it is granted, and in any event by no later than the date of Project Completion, the Parent must transfer to the Issuer any Project Tenement which is "pending" as at Financial Close.

15.35 Financial Covenants

- (a) The Issuer shall ensure that, at each Calculation Date:
 - (i) the Debt Service Cover Ratio is greater than 1.20:1;
 - (ii) the Loan Life Cover Ratio is greater than 1.30:1; and
 - (iii) the Reserve Tail Ratio is greater than 20%,(the "**Financial Covenants**").
- (b) Any amount or figure to be calculated or estimated under or for the purpose of the Financial Covenants is to be calculated or estimated on the basis of the latest Base Case Financial Model and financial statements, Annual Budgets and Compliance Certificates delivered as set out in Clause 14 (*Information Undertakings*).
- (c) The Issuer shall ensure that on each Quarter End Date after Financial Close the Collection Accounts have an aggregate cash balance at least equal to the Minimum Unrestricted Cash Balance. Within five 5 Business Days of the end of each Quarter End Date (and at other times if required by WA Lender), the Issuer must provide to WA Lender copies of bank statements evidencing compliance with an aggregate cash balance at least equal to the Minimum Unrestricted Cash Balance.
- (d) For the purpose of calculating the financial covenants:

"Debt Service Cover Ratio ("DSCR")" means in respect of a Calculation Date, the ratio of C:D where:

- (i) "C" is the CFADS for the Calculation Period; and
- (ii) "D" is the aggregate (without double counting) of:
 - (A) all Financing Costs;
 - (B) all scheduled principal repayments in respect of the NAIF Facility which the Issuer is required to pay to comply with its obligations under Facility B and Facility C (each in accordance with the NAIF Facility);
 - (C) all Bond Repayments;
 - (D) all principal repayments or other amounts in respect of each other Secured Creditor Agreement (excluding any Hedging Agreement) which the Issuer is required to pay to comply with its obligations under those Secured Creditor Agreements other than any amounts falling due under the Working Capital Facility Agreement which were available for simultaneous redrawing according to the terms of the Working Capital Facility Agreement; and
 - (E) the net amount of any payments (excluding any termination payments) under any Hedging Agreement,

in each case for the Calculation Period.

Loan Life Coverage Ratio ("LLCR") means in respect of a Calculation Date, the ratio of N:A where:

- (i) "N" is the net present value of the projected CFADS for the period from that Calculation Date to the "Termination Date" for the NAIF Facility (being 15 years from Financial Close) (as shown in the then current Base Case Financial Model) (based on a discount rate calculated as the weighted average of the interest rate applying at that time to each of Facility B and (if applicable) Facility C (each in accordance with the NAIF Facility) and the Bonds (as determined under these Bond Terms) or (if applicable) any Bond Refinancing (as determined under the Bond Refinancing Agreement); and
- (ii) "A" is the aggregate amount of:
 - (A) all loans under the NAIF Facility;
 - (B) all "loans", "utilisations" or "issuances" (however described) under any other Secured Creditor Agreement (less any amount standing to the credit of the Escrow Account and the Bond Refinancing Reserve Account),

(in each case, actual or forecast, as applicable), less any amounts held in the Debt Service Reserve Accounts, and to the extent any of these amounts are denominated in a foreign currency, converted into Australian dollars at the relevant exchange rate used in the assumptions in the Base Case Financial Model for the relevant period.

"Reserve Tail Ratio" means at any Calculation Date, the ratio (expressed as a percentage) of A:B where:

- (i) "A" means the aggregate total of Proved Ore Reserve and Probable Ore Reserve inventory as represented in the then current Life of Mine Plan which fits into the Base Case Financial Model in respect of the Project which, according to the then current Life of Mine Plan which fits into the Base Case Financial Model, are forecast to be mined after the latest Termination Date under the NAIF Facility; and
 - (ii) "B" means the total reserve inventory as represented in the then current Life of Mine Plan which fits into the Base Case Financial Model in respect of the Project.
- (e) Subject to paragraph (b) of this Clause 15.35 (*Financial Covenants*), in respect of a breach of Financial Covenants under paragraph (a)(i) and (a)(ii) of this Clause 15.35 (*Financial Covenants*), the Issuer shall have the right to cure the breach as follows (the **"Equity Cure"**):
- (i) in the relevant Compliance Certificate, giving the Bond Trustee notice (which notice is agreed to be irrevocable) that it will procure additional equity contribution or Subordinated Issuer Debt to be applied as a prepayment as set out below in paragraph (e)(ii) of this Clause 15.35 (*Financial Covenants*):
 - (A) in an amount (**"Equity Cure Amount"**) sufficient so that when:
 - (1) the Loan Life Cover Ratio is re-calculated on a notional basis as though the prepayment of the Equity Cure Amount has been made on the day immediately after the relevant Calculation Date; or
 - (2) the Debt Service Cover Ratio is recalculated on a notional basis as though the prepayment of the Equity Cure Amount has been made on the first day of the Calculation Period ending on the relevant Calculation Date,the Event of Default under this Clause 15.35 (*Financial Covenants*) would not occur based on such calculation;
 - (B) within 30 Business Days following delivery of the applicable Compliance Certificate; and
 - (ii) that Equity Cure Amount is procured by the Issuer and applied in mandatory prepayment in accordance with Equity Cure Amount mandatory prepayment within the 30 Business Day period referred to in (e)(i)(B) of this Clause 15.35 (*Financial Covenants*).
- (f) The Issuer may not cure any breach of the Loan Life Cover Ratio under Financial Covenants prior to the date of Project Completion.
- (g) If an Equity Cure Amount is paid in accordance with this Clause, the Loan Life Cover Ratio or Debt Service Cover Ratio (as applicable) will be re-calculated for the Calculation Period in which the applicable breach occurred, taking into account the Equity Cure Amount and as if such Equity Cure Amount had been received and applied in prepayment of the NAIF Facility and a payment to the Bond Refinancing Reserve Account, in the pro rata proportion required under the Intercreditor Deed at the commencement of the relevant Calculation

Period (in the case of the Debt Service Cover Ratio) or on the day after the relevant Calculation Date (in the case of the Loan Life Cover Ratio). For all other purposes of the Secured Creditor Finance Documents, the pro rata amount of the Equity Cure Amount will be treated as having been prepaid on the date of actual prepayment.

- (h) If, after the Loan Life Cover Ratio or Debt Service Cover Ratio (as applicable) is recalculated, the breach has been prevented or cured, the Financial Covenants referred to in paragraph (a)(i) or (a)(ii) of this Clause 15.35 (*Financial Covenants*) (as applicable) shall be deemed to have been satisfied on the date of delivery of the relevant Compliance Certificate as though no breach had ever occurred, and any related Event of Default under this Clause 15.35 (*Financial Covenants*) shall be deemed never to have occurred.
- (i) The Issuer shall not have the ability to cure breaches of paragraph (a)(i) or (a)(ii) of this Clause 15.35 (*Financial Covenants*) by way of an Equity Cure:
 - (i) more than five (5) times (in aggregate) during the term of the NAIF Facility; and
 - (ii) on consecutive Calculation Dates.

16. EVENTS OF DEFAULT AND ACCELERATION OF THE BONDS

16.1 Events of Default

Each of the events or circumstances set out in 16.2 (*Non-payment*) to 16.23 (*Failure in respect of Project Completion*) shall constitute an Event of Default.

16.2 Non-payment

An Obligor does not pay within three (3) Business Days of the due date any amount payable pursuant to a Transaction Document at the place and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by:
 - (i) administrative or technical error; or
 - (ii) a disruption event; and
- (b) payment is made within five (5) Business Days of its due date.

16.3 Financial covenants

Subject to paragraph (e) to (i) of Clause 15.35 (*Financial Covenants*), any requirement of *Financial Covenants* is not satisfied (including, if *Equity Cure* is used, any requirement under that paragraph is not satisfied).

16.4 Other obligations

- (a) An Obligor does not comply with any provision of the Transaction Documents (other than those referred to in Clause 16.2 (*Non-payment*) and Clause 16.3 (*Financial covenants*) above or with any condition of any waiver or consent by the Bondholders under or in connection with any Transaction Document which the Obligors have accepted as a condition.

- (b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within 15 Business Days of the earlier of (A) the Bond Trustee giving notice to the Issuer and (B) the Issuer becoming aware of the failure to comply.

16.5 Misrepresentation

- (a) Any representation or statement made or deemed to be made by an Obligor in the Transaction Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Transaction Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.
- (b) No Event of Default under paragraph (a) above will occur if the circumstances giving rise to the misrepresentation are capable of remedy and are remedied, or if the effect of the misrepresentation is overcome to the satisfaction of the WA Lender, in each case within 15 Business Days of the earlier of (A) the Bond Trustee giving notice to the Issuer and (B) the Issuer becoming aware of the misrepresentation.

16.6 Transaction Document

- (a) It is or becomes unlawful for an Obligor to perform any of its obligations under the Transaction Documents.
- (b) All or a material part of a Transaction Document is terminated or is or becomes void, illegal, invalid or unenforceable, or of limited force and effect.
- (c) An Obligor repudiates or evidences an intention to repudiate either the whole or a part of a Transaction Document.
- (d) A provision of a Transaction Document is or becomes or is claimed by a party other than the Bond Trustee (on behalf of the Bondholders) or any other Secured Creditor to be wholly or partly invalid, void, voidable or unenforceable.
- (e) The guarantee provided by a Guarantor under this Agreement, or any Security constituted or purported to be constituted by the Transaction Security documents, is not or ceases to be effective.
- (f) Any Transaction Security document ceases to confer the Security it purports to create.
- (g) Any Security constituted or purported to be constituted by the Transaction Security documents does not, or ceases to, have the priority purported to be created.

16.7 Default under Secured Creditor Agreement

An event occurs which is called an "event of default" or "termination event" (however described) under any Secured Creditor Agreement other than this Agreement, or any other event occurs which renders a Transaction Security document enforceable.

16.8 Governmental Agency intervention

Any measure or series of measures taken, directed, authorised, ratified or approved by any Governmental Agency (including through the imposition of confiscatory taxation) which results in:

- (a) any of the Project Assets, or all or any part of the share capital of any Obligor, or any material amount of the revenues derived from any Project asset or the capital stock or share capital of

any Obligor, being rezoned, nationalised, expropriated, compulsorily acquired or seized by a Governmental Agency; or

- (b) the assumption of custody or control by a Governmental Agency of:
 - (i) any Project Assets or any material amount of revenues derived from any Project asset; or
 - (ii) any material portion of the business or operations of any Obligor.

16.9 Cross default

- (a) Any Financial Indebtedness of any Obligor is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default or review event (however described).
- (c) Any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of any Obligor as a result of an event of default or review event (however described).
- (d) Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of any Obligor due and payable prior to its specified maturity as a result of an event of default or review event (however described).
- (e) No Event of Default will occur under this Clause 16.9 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than AUD 1,000,000 (or its equivalent in any other currency or currencies).

16.10 Insolvency

- (a) An Obligor:
 - (i) is or is presumed or deemed to be unable or admits inability to pay its debts as they fall due;
 - (ii) suspends making payments on any of its debts; or
 - (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Bondholders in its capacity as such or the Bond Trustee on behalf of the Bondholders) with a view to rescheduling any of its indebtedness.
- (b) A moratorium is declared in respect of any indebtedness of any Obligor.

16.11 Insolvency proceedings

- (a) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor other than a solvent liquidation or reorganisation of any Obligor;

- (ii) a composition, compromise, assignment or arrangement with any creditor of any Obligor;
 - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Obligor or any of its assets; or
 - (iv) enforcement of any Security over any assets of any Obligor,
- or any analogous procedure or step is taken in any jurisdiction.

16.12 Creditors' process

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of an Obligor or the Parent having an aggregate value of AUD 1,000,000 and is not discharged within 15 Business Days.

16.13 Ownership of the Project

The Issuer ceases to own 100% of the Project.

16.14 Ownership of the Issuer

The Parent ceases to own 100% of the shares of the Issuer.

16.15 Repudiation

An Obligor repudiates a Transaction Document or evidences an intention to repudiate a Transaction Document or any Transaction Security.

16.16 Cessation of business

- (a) An Obligor suspends or ceases:
 - (i) to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;
 - (ii) in the case of the Issuer, conducting the Project,

except as a result of a Permitted Disposal or with the prior written consent of the Bondholders.
- (b) The authority or ability of any Obligor to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, compulsory acquisition, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets or the shares in that Obligor (including without limitation the displacement of all or part of the management of any Obligor).

16.17 Litigation

Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened, or any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body is made, in relation to the Transaction Documents or the transactions contemplated in the Transaction Documents or against any Obligor or its assets which have, or has, or are, or is, reasonably likely to have a Material Adverse Effect.

16.18 Revocation of Authorisation

- (a) An Authorisation which is:
 - (i) required for the entry into or performance by any Obligor of a Transaction Document or Project Document, or the validity and enforceability of a Transaction Document or a Project Document; or
 - (ii) material to the Security of the Bondholders; or
 - (iii) necessary for the Project,is repealed, revoked or terminated or expires or is modified or amended or conditions are attached to it in a manner unacceptable to the WA Lender.
- (b) An Obligor commits a material breach or default under an Authorisation referred to in paragraph (a)(i) and that material breach or default is not rectified within 30 days of such breach or default or such other period that is provided for or contemplated by the terms of that Authorisation.

16.19 Project Documents

- (a) There is a material breach or default under the Project Documents.
- (b) It is or becomes unlawful for an Obligor to perform any of its material obligations under a Project Document or a Project Document ceases to be in full force and effect other than by expiry or performance in accordance with its terms.
- (c) A Project Document is terminated, cancelled, discharged or rescinded or becomes capable of being terminated, cancelled, discharged or rescinded unless:
 - (i) the termination or discharge of a Project Document follows expiry of or full and final performance of the parties' obligations under that Project Document; or
 - (ii) it is demonstrated to the reasonable satisfaction of the WA Lender that such Project Document, or the arrangements contemplated by such Project Document, have been replaced by a replacement Project Document, or alternative arrangements, that is or are satisfactory to the WA Lender (acting reasonably) before that occurrence.
- (d) A Project Document is or becomes void, illegal, invalid, unenforceable, or of limited force or effect or is materially amended without the prior written consent of the WA Lender.

16.20 Abandonment

The Project is abandoned or placed on care and maintenance, other than as permitted under Clause 15.22 (*Abandonment of Project*), or the Issuer permanently abandons or cancels or evidences an intention to permanently abandon or cancel the construction or operation of the whole or a substantial part of the Project other than in accordance with the Life of Mine Plan.

16.21 Destruction of Project Assets

All or a substantial part of the tangible Project Assets are destroyed or damaged beyond repair.

16.22 Insurance cancelled

- (a) Any insurances (and all re-insurance policies relating to them) which are required to be effected and maintained pursuant to this Agreement with respect to the Project and all activities relating to the Project:
 - (i) are not, or cease to be, in full force and effect;
 - (ii) are unavailable at the time they are required to be effected; or
 - (iii) are or are likely to become void or cancelled.
- (b) No Event of Default under paragraph (a) above will occur if the relevant insurance is replaced in compliance with this Clause 16.22 (*Insurance cancelled*) within ten (10) Business Days of the earlier of:
 - (i) the Bond Trustee giving notice to the Issuer; and
 - (ii) the Issuer becoming aware of the event described in paragraph (a) above.

or where a failure to replace within 10 Business Days, or the absence or unavailability (for whatever reason) of, the relevant insurance is due to that insurance no longer being available from the existing insurer, and it is replaced within 45 days.

16.23 Material adverse change

An event or circumstance occurs which has, or is reasonably likely to have (or a number of events or circumstances occur, whether related or not, which together have or are reasonably likely to have) a Material Adverse Effect.

16.24 Failure in respect of Project Completion

Project Completion does not occur on or prior to the Sunset Project Completion Date.

16.25 Acceleration of the Bonds

If an Event of Default has occurred and is continuing, the Bond Trustee may in its discretion in order to protect the interests of the Bondholders, or upon instruction received from the Bondholders pursuant to Clause 16.26 (*Bondholders' instructions*) below, by serving a Default Notice:

- (a) declare that the Outstanding Bonds, together with accrued interest and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or
- (b) exercise (or direct the Security Agent to exercise) any or all of its rights, remedies, powers or discretions under the Finance Documents or take such further measures as are necessary to recover the amounts outstanding under the Finance Documents.

16.26 Bondholders' instructions

The Bond Trustee shall serve a Default Notice pursuant to Clause 16.25 (*Acceleration of the Bonds*) if:

- (a) the Bond Trustee receives a demand in writing from Bondholders representing a simple majority of the Voting Bonds, that an Event of Default shall be declared, and a Bondholders' Meeting has not made a resolution to the contrary; or

- (b) the Bondholders' Meeting, by a simple majority decision, has approved the declaration of an Event of Default.

16.27 Calculation of claim

The claim derived from the Outstanding Bonds due for payment as a result of the serving of a Default Notice will be calculated at the call prices set out in Clause 12.1 (*Voluntary early redemption – Call Option*), as applicable at the following dates (and regardless of the Default Repayment Date set out in the Default Notice);

- (a) for any Event of Default arising out of a breach of Clause 16.2 (*Non-payment*), the claim will be calculated at the call price applicable at the date when such Event of Default occurred; and
- (b) for any other Event of Default, the claim will be calculated at the call price applicable at the date when the Default Notice was served by the Bond Trustee.

However, if the situations described in (a) or (b) above takes place prior to the First Call Date, the calculation shall be based on the call price applicable on the First Call Date.

17. BONDHOLDERS' DECISIONS

17.1 Authority of the Bondholders' Meeting

- (a) A Bondholders' Meeting may, on behalf of the Bondholders, resolve to alter any of these Bond Terms, including, but not limited to, any reduction of principal or interest and any conversion of the Bonds into other capital classes.
- (b) The Bondholders' Meeting cannot resolve that any overdue payment of any instalment shall be reduced unless there is a pro rata reduction of the principal that has not fallen due, but may resolve that accrued interest (whether overdue or not) shall be reduced without a corresponding reduction of principal.
- (c) The Bondholders' Meeting may not adopt resolutions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders.
- (d) Subject to the power of the Bond Trustee to take certain action as set out in Clause 18.1 (*Power to represent the Bondholders*), if a resolution by, or an approval of, the Bondholders is required, such resolution may be passed at a Bondholders' Meeting. Resolutions passed at any Bondholders' Meeting will be binding upon all Bondholders.
- (e) Save for any amendments or waivers which can be made in accordance with paragraph (h) of this Clause 17.1 (Authority of the Bondholders' Meeting), at least 50 per cent. of the Voting Bonds must be represented at a Bondholders' Meeting for a quorum to be present.
- (f) Save for any amendments or waivers which can be made in accordance with paragraph (h) of this Clause 17.1 (Authority of the Bondholders' Meeting), resolutions will be passed by simple majority of the Voting Bonds represented at the Bondholders' Meeting, unless otherwise set out in paragraph (g) below.
- (g) Save for;

- (i) any amendments or waivers which can be made without resolution pursuant to paragraph (a), section (i) and (ii) of Clause 19.1 (*Procedure for amendments and waivers*); and
- (ii) any amendments or waivers which can be made in accordance with paragraph (h) of this Clause 17.1 (*Authority of the Bondholders' Meeting*)

a majority of at least 2/3 of the Voting Bonds represented at the Bondholders' Meeting is required for approval of any waiver or amendment of these Bond Terms.

- (h) The Bond Trustee (acting on behalf of the Bondholders) may agree to amend any of the Bond Terms and any term of any of the other Finance Documents or waive a past default or anticipated failure to comply with any provision in a Finance Document with binding effect on all Bondholders, provided that:

- (i) such amendment or waiver is not detrimental to the rights and benefits of the Bondholders in any material respect, or is made solely for the purpose of rectifying obvious errors and mistakes;
- (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
- (iii) such amendment or waiver has been duly approved by more than 50 per cent. of the Bondholders represented at a validity convened Bondholder's Meeting where at least one (1) Voting Bond is represented, except for a resolution to replace Nordic Trustee AS as Bond Trustee and in case of an amendment, waiver or consent of, as the case may be, or any terms that has the effect of changing or which relates to the granting of the Bond Trustee with the authority to vote on behalf of the Bondholders under the Intercreditor Deed (which will be binding on all Secured Creditors) in respect of;

- (A) any amendments to the Intercreditor Deed in respect of;

- (1) the definition of "Aggregate Secured Lender Eligible Voting Amount", "Cost to Complete Eligible Voting Amount", "Pre-Enforcement Eligible Voting Amount", "Secured Lender", "Secured Lender Agreement" or "Super Majority Beneficiaries" in the Intercreditor Deed;
- (2) the definition of "Eligible Voting Amount", "Finance Document", "Insolvency Event of Default", "Material Event of Default", "NAIF Covenant", "NAIF Debt", "NAIF Specific Event of Default", "NAIF Finance Document", "NAIF Specific Decision", "Simple Majority Beneficiaries" or "Secured Obligations" or the provisions on "Servicing of Secured Obligations, standstill and enforcement", the provisions of "Distribution of Recovered Money";
- (3) which has the effect of varying the order of priority in the enforcement waterfall set out in the provisions on "Distribution of Recovered Money" in the Intercreditor Deed;
- (4) to amend the terms of the guarantee set out in the provisions on "Guarantee" of the Security Trust Deed;

- (5) to permit any re-assignment, re-transfer or release (whether partial or in full) of any Security created or evidenced by any Transaction Security granted by an Obligor or otherwise release, materially modify or adversely affect any such Security or guarantee in each case granted by an Obligor (other than as permitted by, or in relation to a Permitted Disposal under, the Finance Documents (as defined in the Intercreditor Deed) under the Intercreditor Deed), or to waive any requirement for an Obligor to grant any Security or any material waiver of the type or substance of Security contemplated to be granted;
 - (6) an amendment of any definition in the Finance Documents (as defined in the Intercreditor Deed) relevant to anything covered by this limb (A);
 - (7) the definition of "Aggregate Eligible Voting Amount", "Beneficiary", "Hedge Counterparties' Debt", "Hedge Counterparties' Eligible Voting Amount", "Payment Event of Default", "Post-Enforcement Eligible Voting Amount", "Potential Hedge Exposure", "Secured Creditor", "Secured Creditor Agreement" or "Secured Obligations Limits" or to amend the provisions on "NAIF Specific Decisions";
- (B) any amendment to provisions Secured Creditor Agreement (except for Hedging Agreements) related to;
- (1) any financial covenants (including definitions and means for calculation of financial covenants);
 - (2) any maturity dates (other than any extension or deferral);
 - (3) any amortisation schedules and prepayment and cancellation provisions (including cash sweep and cash share provisions) (other than any extension or deferral);
 - (4) any increase in interest rates, fees or other pricing;
- (C) any amendment to provisions of these Bond Terms or NAIF Facility ("**Material Provisions**") related to;
- (1) (Pari passu ranking);
 - (2) (Negative pledge);
 - (3) (Existence, Conduct of Business etc.);
 - (4) (Change of business);
 - (5) (No new bank accounts);
 - (6) (Loans or credit);
 - (7) (Dividends and share redemption); and
 - (8) (Financial Indebtedness);

- (9) a financial covenant (however described) under a Finance Document (as defined in the Intercreditor Deed);
- (D) any Event of Default waiver decision in relation to a payment event of default under these Bond Terms and any of the following event of defaults under the Secured Creditor Agreements (except for Hedging Agreements) ("**Material Event of Default**") related to;
 - (1) any financial covenant (however described) by an Obligor under a Finance Document (as defined in the Intercreditor Deed) and the applicable grace period under the Finance Document (as defined in the Intercreditor Deed) (before such breach becomes an Event of Default under the relevant Finance Document (as defined in the Intercreditor Deed)) has expired;
 - (2) (Payment Default)
 - (3) (Financial covenants);
 - (4) (Transaction Document);
 - (5) (Default under Secured Creditor Agreement);
 - (6) (Governmental Agency Intervention);
 - (7) (Cross default);
 - (8) (Insolvency);
 - (9) (Insolvency proceedings);
 - (10) (Creditors' process);
 - (11) (Repudiation);
 - (12) (Cessation of business);
 - (13) (Revocation of Authorisation), but only to the extent that it relates to "Transaction Documents" (and not, for the avoidance of doubt, Project Documents);
 - (14) (Revocation of Authorisation);
 - (15) (Abandonment);
 - (16) (Destruction of Project Assets);
 - (17) (Failure in respect of Project Completion); and
 - (18) any cross default or cross acceleration clause in a Secured Creditor Agreement which is triggered by the relevant beneficiaries under another Secured Lender Agreement declaring the amounts owing under that other Secured Creditor Agreement due and payable prior to the

scheduled date for payment as a consequence of the occurrence of a Material Event of Default of the kind referred to above;

- (E) any non-EoD decision related to;
 - (1) in respect of any failure by the Issuer to meet a "Cost to Complete – Physical Completion" or "Cost to Complete – Project Completion";
 - (2) in respect of any proposed withdrawal from a Debt Service Reserve Account by NAIF or the Bond Trustee for the purposes of meeting the Issuer's payment obligations as permitted to be paid in accordance with any cash flow waterfall under the NAIF Facility or the Bond Terms (as applicable);
 - (3) the Material Provisions;
 - (4) in respect of a payment of any amount under the Bond Terms; and
 - (5) in respect of a waiver of any requirement for an Obligor to grant any Security or any material waiver of the type or substance of Security contemplated to be granted;
- (F) in respect of any urgent action to taken by the under the Intercreditor Deed, direct the Security Trustee to take any action which would otherwise require the instructions of the required majority which is necessary (but only to the extent necessary) to preserve the validity, existence or priority of rights or claims;
- (G) in respect of any appointment of an administrator under the Intercreditor Deed, instruct the Security Trustee to appoint a receiver under any Transaction Security within the decision period (in this context as defined in the Corporations Act) in the provisions on "Notice of Event of Default and appointment of administrator" in the Intercreditor Deed;
- (H) a default notice is given in relation to a general event of default under the Intercreditor Deed and during the applicable standstill period for the general event of default then subsisting, direct the Intercreditor Agent to instruct the Security Trustee to take enforcement action under the Transaction Security;
- (I) a payment event of default is subsisting, direct the Intercreditor Agent to instruct the Security Trustee to take enforcement action under the Transaction Security prior to the end of the "First Payment EoD Decision Period" (as defined in the Intercreditor Agreement); and
- (J) an Obligor and a Hedge Counterparty entering into a new treasury transaction at any time while an event of default is continuing,

in which case such amendment or waiver has been duly approved when more than 2/3 of the votes represented at a validity convened Bondholder's Meeting have voted in favour of the resolution.

For the avoidance of doubt, if the relevant majority of the votes represented at a validity convened Bondholder's Meeting do not vote in favour of the resolution, the Bond Trustee will vote against the relevant resolution under the Intercreditor Agreement.

17.2 Procedure for arranging a Bondholders' Meeting

- (a) A Bondholders' Meeting shall be convened by the Bond Trustee upon the request in writing of:
 - (i) the Issuer;
 - (ii) Bondholders representing at least 1/10 of the Voting Bonds;
 - (iii) the Exchange, if the Bonds are listed and the Exchange is entitled to do so pursuant to the general rules and regulations of the Exchange; or
 - (iv) the Bond Trustee.

The request shall clearly state the matters to be discussed and resolved.

- (b) If the Bond Trustee has not convened a Bondholders' Meeting within 10 Business Days after having received a valid request for calling a Bondholders' Meeting pursuant to paragraph (a) above, then the requesting party may call the Bondholders' Meeting itself.
- (c) Summons to a Bondholders' Meeting must be sent no later than 10 Business Days prior to the proposed date of the Bondholders' Meeting. The Summons shall be sent to all Bondholders registered in the CSD at the time the Summons is sent from the CSD. If the Bonds are listed, the Issuer shall ensure that the Summons is published in accordance with the applicable regulations of the Exchange. The Summons shall also be published on the website of the Bond Trustee (alternatively by press release or other relevant information platform).
- (d) Any Summons for a Bondholders' Meeting must clearly state the agenda for the Bondholders' Meeting and the matters to be resolved. The Bond Trustee may include additional agenda items to those requested by the person calling for the Bondholders' Meeting in the Summons. If the Summons contains proposed amendments to these Bond Terms, a description of the proposed amendments must be set out in the Summons.
- (e) Items which have not been included in the Summons may not be put to a vote at the Bondholders' Meeting.
- (f) By written notice to the Issuer, the Bond Trustee may prohibit the Issuer from acquiring or dispose of Bonds during the period from the date of the Summons until the date of the Bondholders' Meeting, unless the acquisition of Bonds is made by the Issuer pursuant to Clause 9.2 (*Redemption and Repurchase of Bonds*).
- (g) A Bondholders' Meeting may be held on premises selected by the Bond Trustee, or if paragraph (b) above applies, by the person convening the Bondholders' Meeting (however to be held in the capital of the Relevant Jurisdiction). The Bondholders' Meeting will be opened and, unless otherwise decided by the Bondholders' Meeting, chaired by the Bond Trustee. If the Bond Trustee is not present, the Bondholders' Meeting will be opened by a

Bondholder and be chaired by a representative elected by the Bondholders' Meeting (the Bond Trustee or such other representative, the "**Chairperson**").

- (h) Each Bondholder, the Bond Trustee and, if the Bonds are listed, representatives of the Exchange, or any person or persons acting under a power of attorney for a Bondholder, shall have the right to attend the Bondholders' Meeting (each a "**Representative**"). The Chairperson may grant access to the meeting to other persons not being Representatives, unless the Bondholders' Meeting decides otherwise. In addition, each Representative has the right to be accompanied by an advisor. In case of dispute or doubt with regard to whether a person is a Representative or entitled to vote, the Chairperson will decide who may attend the Bondholders' Meeting and exercise voting rights.
- (i) Representatives of the Issuer have the right to attend the Bondholders' Meeting. The Bondholders Meeting may resolve to exclude the Issuer's representatives and/or any person holding only Issuer's Bonds (or any representative of such person) from participating in the meeting at certain times, however, the Issuer's representative and any such other person shall have the right to be present during the voting.
- (j) Minutes of the Bondholders' Meeting must be recorded by, or by someone acting at the instruction of, the Chairperson. The minutes must state the number of Voting Bonds represented at the Bondholders' Meeting, the resolutions passed at the meeting, and the results of the vote on the matters to be decided at the Bondholders' Meeting. The minutes shall be signed by the Chairperson and at least one other person. The minutes will be deposited with the Bond Trustee who shall make available a copy to the Bondholders and the Issuer upon request.
- (k) The Bond Trustee will ensure that the Issuer, the Bondholders and the Exchange are notified of resolutions passed at the Bondholders' Meeting and that the resolutions are published on the website of the Bond Trustee (or other relevant electronically platform or press release).
- (l) The Issuer shall bear the costs and expenses incurred in connection with convening a Bondholders' Meeting regardless of who has convened the Bondholders' Meeting, including any reasonable costs and fees incurred by the Bond Trustee.

17.3 Voting rules

- (a) Each Bondholder (or person acting for a Bondholder under a power of attorney) may cast one vote for each Voting Bond owned on the Relevant Record Date, ref. Clause 3.3 (*Bondholders' rights*). The Chairperson may, in its sole discretion, decide on accepted evidence of ownership of Voting Bonds.
- (b) Issuer's Bonds shall not carry any voting rights. The Chairperson shall determine any question concerning whether any Bonds will be considered Issuer's Bonds.
- (c) For the purposes of this Clause 17 (*Bondholders' decisions*), a Bondholder that has a Bond registered in the name of a nominee will, in accordance with Clause 3.3 (*Bondholders' rights*), be deemed to be the owner of the Bond rather than the nominee. No vote may be cast by any nominee if the Bondholder has presented relevant evidence to the Bond Trustee pursuant to Clause 3.3 (*Bondholders' rights*) stating that it is the owner of the Bonds voted for. If the Bondholder has voted directly for any of its nominee registered Bonds, the

Bondholder's votes shall take precedence over votes submitted by the nominee for the same Bonds.

- (d) Any of the Issuer, the Bond Trustee and any Bondholder has the right to demand a vote by ballot. In case of parity of votes, the Chairperson will have the deciding vote.

17.4 Repeated Bondholders' Meeting

- (a) Even if the necessary quorum set out in paragraph (e) of Clause 17.1 (*Authority of the Bondholders' Meeting*) is not achieved, the Bondholders' Meeting shall be held and voting completed for the purpose of recording the voting results in the minutes of the Bondholders' Meeting. The Bond Trustee or the person who convened the initial Bondholders' Meeting may, within 10 Business Days of that Bondholders' Meeting, convene a repeated meeting with the same agenda as the first meeting.
- (b) The provisions and procedures regarding Bondholders' Meetings as set out in Clause 17.1 (*Authority of the Bondholders' Meeting*), Clause 17.2 (*Procedure for arranging a Bondholders' Meeting*) and Clause 17.3 (*Voting rules*) shall apply *mutatis mutandis* to a repeated Bondholders' Meeting, with the exception that the quorum requirements set out in paragraph (e) of Clause 17.1 (*Authority of the Bondholders' Meeting*) shall not apply to a repeated Bondholders' Meeting. A Summons for a repeated Bondholders' Meeting shall also contain the voting results obtained in the initial Bondholders' Meeting.
- (c) A repeated Bondholders' Meeting may only be convened once for each original Bondholders' Meeting. A repeated Bondholders' Meeting may be convened pursuant to the procedures of a Written Resolution in accordance with Clause 17.5 (*Written Resolutions*), even if the initial meeting was held pursuant to the procedures of a Bondholders' Meeting in accordance with Clause 17.2 (*Procedure for arranging a Bondholders' Meeting*) and vice versa.

17.5 Written Resolutions

- (a) Subject to these Bond Terms, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 17.1 (*Authority of the Bondholders' Meeting*) may also be resolved by way of a Written Resolution. A Written Resolution passed with the relevant majority is as valid as if it had been passed by the Bondholders in a Bondholders' Meeting, and any reference in any Finance Document to a Bondholders' Meeting shall be construed accordingly.
- (b) The person requesting a Bondholders' Meeting may instead request that the relevant matters are to be resolved by Written Resolution only, unless the Bond Trustee decides otherwise.
- (c) The Summons for the Written Resolution shall be sent to the Bondholders registered in the CSD at the time the Summons is sent from the CSD and published at the Bond Trustee's web site, or other relevant electronic platform or via press release.
- (d) The provisions set out in Clause 17.1 (*Authority of the Bondholders' Meeting*), 17.2 (*Procedure for arranging a Bondholders Meeting*), Clause 17.3 (*Voting Rules*) and Clause 17.4 (*Repeated Bondholders' Meeting*) shall apply *mutatis mutandis* to a Written Resolution, except that:

- (i) the provisions set out in paragraphs (g), (h) and (i) of Clause 17.2 (*Procedure for arranging Bondholders Meetings*); or
 - (ii) provisions which are otherwise in conflict with the requirements of this Clause 17.5 (*Written Resolution*),
- shall not apply to a Written Resolution.
- (e) The Summons for a Written Resolution shall include:
 - (i) instructions as to how to vote to each separate item in the Summons (including instructions as to how voting can be done electronically if relevant); and
 - (ii) the time limit within which the Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority (the “**Voting Period**”), which shall be at least 10 Business Days but not more than 15 Business Days from the date of the Summons.
 - (f) Only Bondholders of Voting Bonds registered with the CSD on the Relevant Record Date, or the beneficial owner thereof having presented relevant evidence to the Bond Trustee pursuant to Clause 3.3 (*Bondholders’ rights*), will be counted in the Written Resolution.
 - (g) A Written Resolution is passed when the requisite majority set out in paragraph (e) or paragraph (f) of Clause 17.1 (*Authority of Bondholders’ Meeting*) has been obtained, based on a quorum of the total number of Voting Bonds, even if the Voting Period has not yet expired. A Written Resolution will also be resolved if the sufficient numbers of negative votes are received prior to the expiry of the Voting Period.
 - (h) The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being obtained.
 - (i) If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the close of business on the last day of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in paragraphs (e) to (g) of Clause 17.1 (*Authority of Bondholders’ Meeting*).

18. THE BOND TRUSTEE

18.1 Power to represent the Bondholders

- (a) The Bond Trustee has power and authority to act on behalf of, and/or represent, the Bondholders in all matters, including but not limited to taking any legal or other action, including enforcement of these Bond Terms, and the commencement of bankruptcy or other insolvency proceedings against the Issuer, or others.
- (b) The Issuer shall promptly upon request provide the Bond Trustee with any such documents, information and other assistance (in form and substance satisfactory to the Bond Trustee), that the Bond Trustee deems necessary for the purpose of exercising its and the Bondholders’ rights and/or carrying out its duties under the Finance Documents.

18.2 The duties and authority of the Bond Trustee

- (a) The Bond Trustee shall represent the Bondholders in accordance with the Finance Documents, including, inter alia, by following up on the delivery of any Compliance Certificates and such other documents which the Issuer is obliged to disclose or deliver to the Bond Trustee pursuant to the Finance Documents and, when relevant, in relation to accelerating and enforcing the Bonds on behalf of the Bondholders.
- (b) The Bond Trustee is not obligated to assess or monitor the financial condition of the Issuer or any other Obligor unless to the extent expressly set out in these Bond Terms, or to take any steps to ascertain whether any Event of Default has occurred. Until it has actual knowledge to the contrary, the Bond Trustee is entitled to assume that no Event of Default has occurred. The Bond Trustee is not responsible for the valid execution or enforceability of the Finance Documents, or for any discrepancy between the indicative terms and conditions described in any marketing material presented to the Bondholders prior to issuance of the Bonds and the provisions of these Bond Terms.
- (c) The Bond Trustee is entitled to take such steps that it, in its sole discretion, considers necessary or advisable to protect the rights of the Bondholders in all matters pursuant to the terms of the Finance Documents. The Bond Trustee may submit any instructions received by it from the Bondholders to a Bondholders' Meeting before the Bond Trustee takes any action pursuant to the instruction.
- (d) The Bond Trustee is entitled to engage external experts when carrying out its duties under the Finance Documents.
- (e) The Bond Trustee shall hold all amounts recovered on behalf of the Bondholders on separated accounts.
- (f) The Bond Trustee will ensure that resolutions passed at the Bondholders' Meeting are properly implemented, provided, however, that the Bond Trustee may refuse to implement resolutions that may be in conflict with these Bond Terms, any other Finance Document, or any applicable law.
- (g) Notwithstanding any other provision of the Finance Documents to the contrary, the Bond Trustee is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- (h) If the cost, loss or liability which the Bond Trustee may incur (including reasonable fees payable to the Bond Trustee itself) in:
 - (i) complying with instructions of the Bondholders; or
 - (ii) taking any action at its own initiative,

will not, in the reasonable opinion of the Bond Trustee, be covered by the Issuer or the relevant Bondholders pursuant to paragraphs (e) and (g) of Clause 18.4 (*Expenses, liability and indemnity*), the Bond Trustee may refrain from acting in accordance with such instructions, or refrain from taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.

- (i) The Bond Trustee shall give a notice to the Bondholders before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Bond Trustee under the Finance Documents.
- (j) The Bond Trustee may instruct the CSD to split the Bonds to a lower nominal amount in order to facilitate partial redemptions, restructuring of the Bonds or other situations.

18.3 Equality and conflicts of interest

- (a) The Bond Trustee shall not make decisions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders. The Bond Trustee shall, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- (b) The Bond Trustee may act as agent, trustee, representative and/or security agent for several bond issues relating to the Issuer notwithstanding potential conflicts of interest. The Bond Trustee is entitled to delegate its duties to other professional parties.

18.4 Expenses, liability and indemnity

- (a) The Bond Trustee will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss. Irrespective of the foregoing, the Bond Trustee shall have no liability to the Bondholders for damage caused by the Bond Trustee acting in accordance with instructions given by the Bondholders in accordance with these Bond Terms.
- (b) The Bond Trustee will not be liable to the Issuer for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss.
- (c) Any liability for the Bond Trustee for damage or loss is limited to the amount of the Outstanding Bonds. The Bond Trustee is not liable for the content of information provided to the Bondholders by or on behalf of the Issuer or any other person.
- (d) The Bond Trustee shall not be considered to have acted negligently in:
 - (i) acting in accordance with advice from or opinions of reputable external experts; or
 - (ii) taking, delaying or omitting any action if acting with reasonable care and provided the Bond Trustee considers that such action is in the interests of the Bondholders.
- (e) The Issuer is liable for, and will indemnify the Bond Trustee fully in respect of, all losses, expenses and liabilities incurred by the Bond Trustee as a result of negligence by the Issuer (including its directors, management, officers, employees and agents) in connection with the performance of the Bond Trustee's obligations under the Finance Documents, including losses incurred by the Bond Trustee as a result of the Bond Trustee's actions based on misrepresentations made by the Issuer in connection with the issuance of the Bonds, the

entering into or performance under the Finance Documents, and for as long as any amounts are outstanding under or pursuant to the Finance Documents.

- (f) The Issuer shall cover all costs and expenses incurred by the Bond Trustee in connection with it fulfilling its obligations under the Finance Documents. The Bond Trustee is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents. The Bond Trustee's obligations under the Finance Documents are conditioned upon the due payment of such fees and indemnifications. The fees of the Bond Trustee will be further set out in the Bond Trustee Fee Agreement.
- (g) The Issuer shall on demand by the Bond Trustee pay all costs incurred for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event or circumstance which the Bond Trustee reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer or any of the Finance Documents which the Bond Trustee reasonably believes may constitute or lead to a breach of any of the Finance Documents or otherwise be detrimental to the interests of the Bondholders under the Finance Documents.
- (h) Fees, costs and expenses payable to the Bond Trustee which are not reimbursed in any other way due to an Event of Default, the Issuer being Insolvent or similar circumstances pertaining to any Obligors, may be covered by making an equal reduction in the proceeds to the Bondholders hereunder of any costs and expenses incurred by the Bond Trustee or the Security Agent in connection therewith. The Bond Trustee may withhold funds from any escrow account (or similar arrangement) or from other funds received from the Issuer or any other person, irrespective of such funds being subject to Transaction Security, and to set-off and cover any such costs and expenses from those funds.
- (i) As a condition to effecting any instruction from the Bondholders (including, but not limited to, instructions set out in Clause 16.26 (*Bondholders' instructions*) or Clause 17.2 (*Procedure for arranging a Bondholders' Meeting*)), the Bond Trustee may require satisfactory Security, guarantees and/or indemnities for any possible liability and anticipated costs and expenses from those Bondholders who have given that instruction and/or who voted in favour of the decision to instruct the Bond Trustee.

18.5 Replacement of the Bond Trustee

- (a) The Bond Trustee may be replaced by a majority of 2/3 of Voting Bonds in accordance with the procedures set out in Clause 17 (*Bondholders' Decisions*), and the Bondholders may resolve to replace the Bond Trustee without the Issuer's approval.
- (b) The Bond Trustee may resign by giving notice to the Issuer and the Bondholders, in which case a successor Bond Trustee shall be elected pursuant to this Clause 18.5 (*Replacement of the Bond Trustee*), initiated by the retiring Bond Trustee.
- (c) If the Bond Trustee is Insolvent, or otherwise is permanently unable to fulfil its obligations under these Bond Terms, the Bond Trustee shall be deemed to have resigned and a successor Bond Trustee shall be appointed in accordance with this Clause 18.5 (*Replacement of the Bond Trustee*). The Issuer may appoint a temporary Bond Trustee until a new Bond Trustee is elected in accordance with paragraph (a) above.

- (d) The change of Bond Trustee shall only take effect upon execution of all necessary actions to effectively substitute the retiring Bond Trustee, and the retiring Bond Trustee undertakes to co-operate in all reasonable manners without delay to such effect. The retiring Bond Trustee shall be discharged from any further obligation in respect of the Finance Documents from the change takes effect, but shall remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Bond Trustee. The retiring Bond Trustee remains entitled to any benefits and any unpaid fees or expenses under the Finance Documents before the change has taken place.
- (e) Upon change of Bond Trustee the Issuer shall co-operate in all reasonable manners without delay to replace the retiring Bond Trustee with the successor Bond Trustee and release the retiring Bond Trustee from any future obligations under the Finance Documents and any other documents.

18.6 Security Agent

- (a) The Bond Trustee is appointed to act as Security Agent for the Bonds, unless any other person is appointed. The main functions of the Security Agent may include holding Transaction Security on behalf of the Secured Bond Parties and monitoring compliance by the Issuer and other relevant parties of their respective obligations under the Transaction Security Documents with respect to the Transaction Security on the basis of information made available to it pursuant to the Finance Documents.
- (b) The Bond Trustee shall, when acting as Security Agent for the Bonds, at all times maintain and keep all certificates and other documents received by it, that are bearers of right relating to the Transaction Security in safe custody on behalf of the Bondholders. The Bond Trustee shall not be responsible for or required to insure against any loss incurred in connection with such safe custody.
- (c) Before the appointment of a Security Agent other than the Bond Trustee, the Issuer shall be given the opportunity to state its views on the proposed Security Agent, but the final decision as to appointment shall lie exclusively with the Bond Trustee.
- (d) The functions, rights and obligations of the Security Agent may be determined by a Security Agent Agreement to be entered into between the Bond Trustee and the Security Agent, which the Bond Trustee shall have the right to require each Obligor and any other party to a Finance Document to sign as a party, or, at the discretion of the Bond Trustee, to acknowledge. The Bond Trustee shall at all times retain the right to instruct the Security Agent in all matters, whether or not a separate Security Agent Agreement has been entered into.
- (e) The provisions set out in Clause 18.4 (*Expenses, liability and indemnity*) shall apply *mutatis mutandis* to any expenses and liabilities of the Security Agent in connection with the Finance Documents.

19. AMENDMENTS AND WAIVERS

19.1 Procedure for amendments and waivers

- (a) Subject to the Intercreditor Deed, the Issuer and the Bond Trustee (acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive a past default or anticipated failure to comply with any provision in a Finance Document, provided that:

- (i) such amendment or waiver is not detrimental to the rights and benefits of the Bondholders in any material respect, or is made solely for the purpose of rectifying obvious errors and mistakes;
 - (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
 - (iii) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 17 (*Bondholders' Decisions*).
- (b) Any changes to these Bond Terms necessary or appropriate in connection with the appointment of a Security Agent other than the Bond Trustee shall be documented in an amendment to these Bond Terms, signed by the Bond Trustee (in its discretion). If so desired by the Bond Trustee, any or all of the Transaction Security Documents shall be amended, assigned or re-issued, so that the Security Agent is the holder of the relevant Security (on behalf of the Bondholders). The costs incurred in connection with such amendment, assignment or re-issue shall be for the account of the Issuer.

19.2 Authority with respect to documentation

If the Bondholders have resolved the substance of an amendment to any Finance Document, without resolving on the specific or final form of such amendment, the Bond Trustee shall be considered authorised to draft, approve and/or finalise (as applicable) any required documentation or any outstanding matters in such documentation without any further approvals or involvement from the Bondholders being required.

19.3 Notification of amendments or waivers

- (a) The Bond Trustee shall as soon as possible notify the Bondholders of any amendments or waivers made in accordance with this Clause 19 (*Amendments and waivers*), setting out the date from which the amendment or waiver will be effective, unless such notice according to the Bond Trustee's sole discretion is unnecessary. The Issuer shall ensure that any amendment to these Bond Terms is duly registered with the CSD.
- (b) Prior to agreeing to an amendment or granting a waiver in accordance with Clause 19.1(a)(i) (*Procedure for amendments and waivers*), the Bond Trustee may inform the Bondholders of such waiver or amendment at a relevant information platform.

20. MISCELLANEOUS

20.1 Limitation of claims

All claims under the Finance Documents for payment, including interest and principal, will be subject to the legislation regarding time-bar provisions of the Relevant Jurisdiction.

20.2 Access to information

- (a) These Bond Terms will be made available to the public and copies may be obtained from the Bond Trustee or the Issuer. The Bond Trustee will not have any obligation to distribute any other information to the Bondholders or any other person, and the Bondholders have no right to obtain information from the Bond Trustee, other than as explicitly stated in these Bond Terms or pursuant to statutory provisions of law.

- (b) In order to carry out its functions and obligations under these Bond Terms, the Bond Trustee will have access to the relevant information regarding ownership of the Bonds, as recorded and regulated with the CSD.
- (c) The information referred to in paragraph (b) above may only be used for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

20.3 Notices, contact information

Written notices to the Bondholders made by the Bond Trustee will be sent to the Bondholders via the CSD with a copy to the Issuer and the Exchange (if the Bonds are listed). Any such notice or communication will be deemed to be given or made via the CSD, when sent from the CSD.

- (a) The Issuer's written notifications to the Bondholders will be sent to the Bondholders via the Bond Trustee or through the CSD with a copy to the Bond Trustee and the Exchange (if the Bonds are listed).
- (b) Notwithstanding paragraph (a) above and provided that such written notification does not require the Bondholders to take any action under the Finance Documents, the Issuer's written notifications to the Bondholders may be published by the Bond Trustee on a relevant information platform only.
- (c) Unless otherwise specifically provided, all notices or other communications under or in connection with these Bond Terms between the Bond Trustee and the Issuer will be given or made in writing, by letter, e-mail or fax. Any such notice or communication will be deemed to be given or made as follows:
 - (i) if by letter, when delivered at the address of the relevant party;
 - (ii) if by e-mail, when received;
 - (iii) if by fax, when received; and
 - (iv) if by publication on a relevant information platform, when published.
- (d) The Issuer and the Bond Trustee shall each ensure that the other party is kept informed of changes in postal address, e-mail address, telephone and fax numbers and contact persons.
- (e) When determining deadlines set out in these Bond Terms, the following will apply (unless otherwise stated):
 - (i) if the deadline is set out in days, the first day of the relevant period will not be included and the last day of the relevant period will be included;
 - (ii) if the deadline is set out in weeks, months or years, the deadline will end on the day in the last week or the last month which, according to its name or number, corresponds to the first day the deadline is in force. If such day is not a part of an actual month, the deadline will be the last day of such month; and
 - (iii) if a deadline ends on a day which is not a Business Day, the deadline is postponed to the next Business Day.

20.4 Defeasance

(a) Subject to paragraph (b) below and provided that:

- (i) an amount sufficient for the payment of principal and interest on the Outstanding Bonds to the relevant Repayment Date (including, to the extent applicable, any premium payable upon exercise of a Call Option), and always subject to paragraph (c) below (the “**Defeasance Amount**”) is credited by the Issuer to an account in a financial institution acceptable to the Bond Trustee (the “**Defeasance Account**”);
- (ii) the Defeasance Account is irrevocably pledged and blocked in favour of the Bond Trustee on such terms as the Bond Trustee shall request (the “**Defeasance Pledge**”); and
- (iii) the Bond Trustee has received such legal opinions and statements reasonably required by it, including (but not necessarily limited to) with respect to the validity and enforceability of the Defeasance Pledge,

then;

- (A) the Issuer will be relieved from its obligations under Clause 14.2 (*Requirements as to Financial Reports*) paragraph (a), Clause 14.5 (*Information: Miscellaneous*) and Clause 15 (*General and financial undertakings*); and
- (B) any Transaction Security granted solely in favour of the Security Agent shall be released and the Defeasance Pledge shall be considered replacement of the Transaction Security.

- (b) The Bond Trustee shall be authorised to apply any amount credited to the Defeasance Account towards any amount payable by the Issuer under any Finance Document on the due date for the relevant payment until all obligations of the Issuer and all amounts outstanding under the Finance Documents are repaid and discharged in full.
- (c) The Bond Trustee may, if the Defeasance Amount cannot be finally and conclusively determined, decide the amount to be deposited to the Defeasance Account in its discretion, applying such buffer amount as it deems necessary.

A defeasance established according to this Clause 18.4 may not be reversed.

21. GOVERNING LAW AND JURISDICTION

21.1 Governing law

These Bond Terms are governed by the laws of the Relevant Jurisdiction, without regard to its conflict of law provisions.

21.2 Main jurisdiction

The Bond Trustee and the Issuer agree for the benefit of the Bond Trustee and the Bondholders that the City Court of the capital of the Relevant Jurisdiction shall have jurisdiction with respect to any dispute arising out of or in connection with these Bond Terms. The Issuer agrees for the benefit of the Bond Trustee and the Bondholders that any legal action or proceedings arising out of or in connection with these Bond Terms against the Issuer or any of its assets may be brought in such court.

21.3 Alternative jurisdiction

Clause 21 (*Governing law and jurisdiction*) is for the exclusive benefit of the Bond Trustee and the Bondholders and the Bond Trustee have the right:

- (a) to commence proceedings against the Issuer or any other Obligor or any of their respective assets in any court in any jurisdiction; and
- (b) to commence such proceedings, including enforcement proceedings, in any competent jurisdiction concurrently.

21.4 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, the Issuer:
 - (i) irrevocably appoints Marinelaw AS as its agent for service of process in relation to any proceedings in connection with these Bond Terms and any other Finance Documents governed by laws of Norway; and
 - (ii) agrees that failure by an agent for service of process to notify the Issuer of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Issuer must immediately (and in any event within 10 Business Days of such event taking place) appoint another agent on terms acceptable to the Bond Trustee. Failing this, the Bond Trustee may appoint another agent for this purpose.

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These Bond Terms have been executed in two originals, of which the Issuer and the Bond Trustee shall retain one each.

SIGNATURES:

ATTACHMENT 1
COMPLIANCE CERTIFICATE

[date]

Coburn Resources Pty Ltd Senior Secured Bond Issue 2021/2026 ISIN NO 0010955859

We refer to the Bond Terms for the above captioned Bonds made between Nordic Trustee AS as Bond Trustee on behalf of the Bondholders and the undersigned as Issuer. Pursuant to Clause 14.3 of the Bond Terms a Compliance Certificate shall be issued in connection with each delivery of Financial Reports to the Bond Trustee.

Capitalised terms used herein will have the same meaning as in the Bond Terms unless given a different meaning in this Compliance Certificate.

With reference to Clause 14.2 (*Requirements as to Financial Reports*) we hereby certify that all information delivered under cover of this Compliance Certificate is true and accurate and there has been no material adverse change to the financial condition of the Issuer since the date of the last accounts or the last Compliance Certificate submitted to you. Copies of our latest [consolidated] [annual financial statements] / [Semi-annual] / [interim accounts] are enclosed.

1. We confirm that the Loan Life Cover Ratio for the Calculation Period ending on [*insert Quarter End Date*] is [insert]:1. Details of calculations in respect of the Loan Life Cover Ratio are attached to this Compliance Certificate.
2. We confirm that the Reserve Tail Ratio as at [*insert Quarter End Date*] is [insert]%. Details of calculations in respect of the Reserve Tail Ratio are attached to this Compliance Certificate.
3. We confirm that the Collection Accounts hold an aggregate cash balance at least equal to the Minimum Unrestricted Cash Balance.
4. [We confirm that the Debt Service Cover Ratio for the Calculation Period ending on [*insert Quarter End Date*] is [insert]:1. Details of calculations in respect of the Debt Service Cover Ratio are attached to this Compliance Certificate.][*This paragraph 4 is to be included for each Compliance Certificate delivered for each Quarter End Date falling after the date of Project Completion.*]
5. [We give you notice that we will procure additional equity contributions/Subordinated Borrower Debt in an amount of A\$[insert] within 30 Business Days following the date of this Compliance Certificate and to apply that amount in mandatory prepayment of the Senior Facilities within that period. We confirm that the Equity Cure regime under Clause [15.35(e) (*Financial Covenants*)] of the Bond Terms has not been used:
 - (a) more than 5 times (in aggregate) during the term of the Facilities; or
 - (b) on consecutive Quarter End Dates.]

[This paragraph 5 is only to be included if there has been a breach of the Loan Life Cover Ratio or the Debt Service Cover Ratio under Clause [15.35(a)(i) or (ii) (Financial Covenants)] and the Issuer wishes to cure that breach in accordance with the equity cure regime in Clause [15.35(e) (Financial Covenants)].]

6. We confirm that [no Lock Up Cash Sweep Event is continuing/a Lock Up Cash Sweep Event is continuing]. Details of calculations in respect of the Lock Up Cash Sweep Event are attached to this Compliance Certificate.
7. [Because a Lock Up Cash Sweep Event [is continuing/has ceased], we confirm that [Lock Up Amounts/ the Catch-up Sweep Amount] will be applied in prepayment of the Senior Facilities in accordance with Clause [10.2(a) (*Bond Refinancing Reserves Account*)].*[This paragraph 7 is only to be included if mandatory prepayments are required to be made in accordance with Clause 10.2(a) (Bond Refinancing Reserves Account).]*
8. [We confirm that no Default or Review Event is continuing.]*

Signed:
Director
of
Coburn Resources Pty Ltd

.....
Director/Secretary
of
Coburn Resources Pty Ltd

* If this statement cannot be made, the certificate should identify any Default or Review Event that is continuing and the steps, if any, being taken to remedy it.

ATTACHMENT
RELEASE NOTICE – ESCROW ACCOUNT

[date]

Dear Sirs,

Coburn Resources Pty Ltd Senior Secured Bond Issue 2021/2026 ISIN NO 0010955859

We refer to the Bond Terms for the above captioned Bonds made between Nordic Trustee AS as Bond Trustee on behalf of the Bondholders and the undersigned as Issuer.

Capitalised terms used herein will have the same meaning as in the Bond Terms.

We hereby give you notice that we on [date] wish to draw an amount of [currency and amount] from the Escrow Account applied pursuant to the purpose set out in the Bond Terms, and request you to instruct the bank to release the above mentioned amount.

We hereby represent and warrant that (i) no Event of Default has occurred and is continuing or is likely to occur as a result of the release from the Escrow Account, and (ii) we repeat the representations and warranties set out in the Bond Terms as being still true and accurate in all material respects at the date hereof.

We also enclose the documentation required by us to disclose under the definition of Escrow Account Release Notice of the Bond Terms.

Yours faithfully,

NX

Name of authorized person

Enclosure: [copy of any written documentation evidencing the use of funds]

Enclosure: [documentation listed in the definition of Escrow Account Release Notice of the Bond Terms]

ATTACHMENT
CONSTRUCTION REPORT AND COMPLETION TESTS

Part I
Form of Construction Report

To: *[the Bond Trustee]*

From: Coburn Resources Pty Ltd as Issuer

Dated:

Reporting Period: [previous month][year]

Dear Sirs

Coburn Resources Pty Ltd – [USD 60,000,000] Bond Terms
dated [] (the "Agreement")

- 1. We refer to the Agreement. This is a Construction Report. Terms used in the Agreement shall have the same meaning in this Construction Report unless given a different meaning in this Construction Report.**
- 2. Executive Summary**
 - (a) Summary of key activities, events and issues for the previous month
- 3. Status of Project**
 - (a) Details of all substantive construction work undertaken in the previous month
 - (b) Details of progress of construction work against timetables in each of the Process Plant Design and Construct Contract, Bulk Earthworks and Access Road Contract, Electricity Supply Agreement, LNG Supply Contract, and the Camp Accommodation Contract
 - (c) Schedule progress reporting, including the updated Project S-curve, Project critical path and Earned Value reporting
 - (d) An updated forecast accommodation profile
 - (e) Expected date for Project Completion and other key milestones including first ore to the WCP and first HMC to the MSP
 - (f) Explanation for any delays in progress of construction work / Details of any anticipated delays in progress of construction work
 - (g) Details of strategies implemented to overcome delays / avoid potential delays
 - (h) Details of any extensions of time / variations granted under each of the Process Plant Design and Construct Contract, Bulk Earthworks and Access Road Contract, Electricity Supply Agreement, LNG Supply Contract and the Camp Accommodation Contract
 - (i) Details of any material updates or amendments to any works plans/programmes

- (j) Details of any anticipated material changes required to designs, plans or specifications
- (k) Statement of continuing compliance with quality management / assurance systems, including details of any non-compliance or approved deviations, any quality issues or anticipated quality issues (including defects / potential defects)
- (l) Details of operations readiness progress and status according to the operations readiness schedule
- (m) An updated project risk and opportunities register

4. Subcontracting and Project Documents

- (a) Details of all new material subcontractors engaged by each of the counterparty/ies (in accordance with the individual contract Principal approval obligations) to each of the Process Plant and Design Contract, water infrastructure contract], Bulk Earthworks and Access Road Contract, Electricity Supply Agreement, LNG Supply Contract, Mining Contract and the Camp Accommodation Contract
- (b) Details of any material disputes with a subcontractor relating to the Project (if applicable)
- (c) Confirmation that no Obligor who is a party to any Project Document is in default and that each Obligor who is a party to any Project Document has complied in all material respects with such Project Document
- (d) Any material non-compliances with the Project Documents are to be detailed and any corrective actions taken in respect of any non- compliance

5. Project Budgeting

- (a) Summary of project budgeting position, including explanation of any material differences between actual and forecast Project and/or Operating Costs
- (b) Provide details of material variations, trends and contingency drawdown in the form of a register,

5.1. Project Costs

Project Costs	Forecast Cost [Previous Month]	Actual Cost [Previous Month]	Forecast Cost [Next Month]
TOTAL Project Costs	[total]	[total]	[total]
<i>[detailed breakdown of components of Project Costs, as defined in Schedule 6]</i>			

5.2. Operating Costs

Operating Costs	Forecast Cost [Previous Month]	Actual Cost [Previous Month]	Forecast Cost [Next Month]
TOTAL Operating Costs	[total]	[total]	[total]
<i>[detailed breakdown of components of Project Costs, as defined in Schedule 6]</i>			

6. Environmental & Social Compliance and industrial relations

- (a) Statement of continuing compliance with; Environmental & Social Law; Environmental & Social Permits; Authorisations
- (b) Details of any required corrective action to address any issues with compliance with; Environmental & Social Law; Environmental & Social Permits; Authorisations
- (c) Details of any material Environmental or Social Claims current, pending or threatened against the Issuer or connected with the Project (if applicable)
- (d) Details of any required corrective action to address any material Environmental or Social Claims current, pending or threatened against the Issuer or connected with the Project
- (e) Details of any industrial relations disputes relating to the Project, including any Material E&S Incidents or potential Material E&S Incidents (if applicable)
- (f) Details of required corrective action to address any Material E&S Incident /prevent potential Material E&S Incidents

7. Other Information

- (a) [Any other information reasonably requested from time to time by the Bond Trustee on behalf of the Bondholders]
- (b) [Any other information the Issuer wishes to disclose to the Bond Trustee in respect of the construction works]

Signed:

.....

Director

Of Coburn Resources Pty Ltd

.....
Director

Of Coburn Resources Pty Ltd

Annexures

A. Photographs of Project Area

B. A copy of any construction report and any progress claim received from each contractor under each of the Process Plant Design and Construct Contract, Bulk Earthworks and Access Road Contract, Electricity Supply Agreement, LNG Supply Contract and the Camp Accommodation Contract

C. Authorisations obtained for the Project and [pending Authorisations / applications for Authorisations] (including Environmental and Social Permits)

D. Notices, orders or directions received by a Governmental Agency in relation to the Project

E. Other certifications / reports related to key milestones (if not within those in Item (A)) under each of the Process Plant Design and Construct Contract, Bulk Earthworks and Access Road Contract, Electricity Supply Agreement, LNG Supply Contract and the Camp Accommodation Contract

F. Any other information reasonably requested from time to time by the Bond Trustee on behalf of the Bondholders

Part II
Form of Physical Completion Certificate

To: [the Bond Trustee]

[address]

[fax]

[attention]

Date: [•]

Dear Sirs

COBURN RESOURCES PTY LTD – [USD 60,000,000] Bond Terms dated [•] between, among others, the Issuer and the Bondholders (as amended, modified or supplemented from time to time) (the "Bond Terms")

This Physical Completion Certificate (the "**Certificate**") is delivered to you pursuant to the Bond Terms.

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meanings provided in, and shall be interpreted in accordance with the Bond Terms. In addition, the following terms in this Certificate have the meanings specified:

"**Contracts**" means each of the Process Plant Design and Construct Contract, the Bulk Earthworks and Access Road Contract, the Electricity Supply Agreement, LNG Supply Contract and the Camp Accommodation Contract.

"**Physical Completion Test**" means each of the conditions and criteria set out in paragraph 2 (without reference to the Denham Road Project), unless modified or waived in accordance with the Intercreditor Deed.

"**WCP**" means Wet Concentration Plant.

2. Achievement of Physical Completion

We hereby certify as follows:

2.1. Completion of construction

All plant, associated services (including utilities, water and power supplies) and infrastructure required for the implementation of the Project in accordance with the Life of Mine Plan have been installed and constructed and each of the Contracts (and any construction subcontracts contemplated by them) have been completed in accordance with the respective definitions of completion within each Contract.

2.2. Performance tests

All the performance tests required to be passed or satisfied under the Contracts (if any) have been passed or satisfied except where any failure to pass or satisfy them would not have a material and

adverse impact on the ability to of the Project to generate the cash flows contemplated in (and in accordance with) the current Base Case Financial Model.

2.3. Mineral Resource and Ore Reserve reconciliation

Grade control, assaying and mineral resource and ore reserve reconciliation systems are in place.

2.4. Payments

All Project Costs have been paid except for amounts (i) that are genuinely in dispute, and (ii) in respect of which the Issuer has set aside an appropriate and adequate reserve or any retention amounts under the relevant Contracts that the Issuer is entitled to retain.

2.5. Mining equipment

All primary mining equipment in accordance with the fleet schedule in the Mining Contract is located at site and is in good working order.

2.6. Plant handover and operating manuals documentation

All necessary installation documents, operating and maintenance manuals and other documentation relevant and relating to the operation or maintenance of the plant, equipment, infrastructure, residual storage impoundment and facilities part of the Project have been completed and/ or received.

2.7. Spares and consumables inventory

All required Critical Capital Spares and Operating Spares as listed in the Critical Spares and Consumables Schedule of the Issuer (which is agreed by the WA Lender, if required with input from the Independent Technical Consultant, prior to the date of this Certificate) are held in stock in the required quantities and that those capital spares, operating spares and consumables are adequate to enable the Project to be implemented; and adequate systems for maintaining inventories of all spare parts and consumables have been implemented.

2.8. Cost control

Cost control and management systems are in place.

2.9. Personnel

Adequate technically trained staff to the operation of the Project in accordance with the Life of Mine Plan organisation chart and Clause 1.18.6 (*Project*) in Schedule 3 of the Bond Terms has been recruited. A manning chart showing management, technical, operating and maintenance staff has been provided along with this Certificate.

2.10. Supply and service contracts

All material supply and service contracts necessary for the operation of the Project have been entered into on terms that are appropriate in the context of the Project.

2.11. Authorisations

Each Authorisation (including the Licence to Operate (which does not place any materially adverse conditions upon the capacity of the Project to meet the Base Case Financial Model)) necessary for

the continuous operation of the Project in accordance with the Contracts and the Base Case Financial Model has been obtained and is in full force where failure by it to obtain or maintain such Authorisation is reasonably likely to have a Material Adverse Effect.

2.12. Insurances

As of the date of this Certificate, the Issuer has commercial insurance and reinsurance cover in place as required by Clause 15.14 (*Insurance*) of the Bond Terms.

2.13. Representations

The Repeating Representations are true in all material respects and not misleading in any material respect as of the date of this Certificate.

2.14. Events of Default

As at the date of this Certificate, no Event of Default has occurred which is continuing.

COBURN RESOURCES PTY LTD

By.....

Name.....

Title.....

The Independent Technical Consultant confirms the items under paragraphs 2.1 to 2.8 (inclusive)

By.....

Name.....

Title.....

Part III
Form of Operational Completion Certificate

For the purposes of the Operational Completion Certificate:

1. Not later than thirty five (35) Business Days prior to the proposed commencement of the Operational Completion Test Period (as defined in the Operational Completion Certificate), the Issuer shall propose to the WA Lender and the Independent Technical Consultant a measurement and sampling procedure detailing the measurements and methodology to be used in carrying out the Operational Completion Tests (the "**Measurement and Sampling Procedure**"), for approval by the WA Lender and the Independent Technical Consultant. In the event that the Issuer, the WA Lender and the relevant Independent Technical Consultant cannot agree the Measurement and Sampling Procedure by the date which is twelve (12) Business Days' prior to the Issuer's proposed date to commence the Operational Completion Test Period, the Issuer shall notify the WA Lender and the relevant Independent Technical Consultant accordingly, and the Measurement and Sampling Procedure in the form approved by the relevant Independent Technical Consultant (acting reasonably) shall prevail. Within 5 Business Days' of receiving such notice from the Issuer, the relevant Independent Technical Consultant shall notify the WA Lender and the Issuer of the Measurement and Sampling Procedure.
2. The Issuer shall provide at least 10 Business Days' notice to the WA Lender and the relevant Independent Technical Consultant of the commencement of the Operational Completion Test Period. The Operational Completion Test Period may not commence until the Measurement and Sampling Procedure has been agreed or notified by the relevant Independent Technical Consultant in accordance with paragraph 1 above.
3. The Operational Completion Test period shall not begin until the ramp up period is complete and the Project is operating at the full capacity as set out in the "Physicals Schedule" in the current Base Case Financial Model.

To: [the Bond Trustee]

[address]

[fax]

[attention]

Date: [•]

Dear Sirs

COBURN RESOURCES PTY LTD – [USD 60,000,000] Bond Terms dated [•] between, among others, Coburn Resources Pty Ltd and the Bondholders (as amended, modified or supplemented from time to time) (the "Bond Terms")

This Operational Completion Certificate (the "**Certificate**") is delivered to you pursuant to the Bond Terms.

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meanings provided in, and shall be interpreted in accordance with the Bond Terms. In addition, the following terms in this Certificate have the meanings specified:

"Availability" means the percentage of a specified time period in which the process control system records the state of the relevant section of plant as either operating or ready to operate, without specifications as to whether any of the component equipment available to operate within that section is duty or standby equipment.

"DMU" means Dozer Mining Units.

"HMC" means Heavy Mineral Concentrate.

"Ilmenite" means ilmenite (that meets the Product Specifications) for Ilmenite.

"Measurement and Sampling Procedure" means the measurement and sampling procedure detailing the measurements and methodology to be used in carrying out the Operational Completion Tests, as agreed between the Issuer, the WA Lender and the relevant Independent Technical Consultant (or, if not agreed, as stipulated by the relevant Independent Technical Consultant (acting reasonably)) prior to the commencement of the Operational Completion Test Period.

"MSP" means Mineral Separation Plant.

"Operational Completion Tests" means each of the conditions and criteria set out in paragraph 2 (without reference to the Denham Road Project), unless modified or waived in accordance with the Intercreditor Deed.

"Operational Completion Test Period" means the period of Three (3) month (including allowance for normal operational shutdown and maintenance periods) ending on [•] during which the Operational Completion Tests have been carried out in accordance with the agreed Measurement and Sampling Procedure.

"Operational Utilisation" means the calculated product, Availability x Utilisation.

"Opex Schedule" means the Operating Costs schedule used in the Base Case Financial Model.

"Physicals Schedule" means the physicals schedule used in the Base Case Financial Model.

"Premium Zircon" means the zircon product which meets the Product Specifications for Premium Zircon as defined by the Chilches Materials Offtake Agreement.

"Product Specifications" means the chemical, mineralogical, metallurgical, particle size and radiometric properties of the product to be produced, being the higher (in terms of valuable mineral content) or lower (in terms of deleterious or penalty components) of the specifications in the "Product Data Sheet" on the Parent's website for the relevant product as at the date of the Bond Terms (or any update to the "Product Data Sheet" which is accepted by the WA Lender with input from the Independent Technical Consultant).

"Recoverable Ilmenite" means the ilmenite product that is able to be extracted into Ilmenite as defined by the Chemours Offtake Agreement.

"Recoverable Zircon" means the zircon product that is able to be extracted into Premium Zircon or Zircon Concentrate as defined by the RZI/Sanxiang Offtake Agreement.

"ROM" means run of mine.

"Rutile" means rutile (including rutile-leucoxene minerals) that meet the Product Specifications for rutile as defined by the Coburn Rutile Offtake (once finalised).

"Utilisation" means the percentage of available time in which the process control system records the state of the relevant section of plant as operating, without specification as to whether any of the component equipment in operation is duty or standby equipment.

"WCP" means Wet Concentration Plant.

"Zircon Concentrate" means the zircon product which meets the Product Specifications for Zircon Concentrate as defined by the RZI/Sanxiang Agreement.

2. Achievement of Operational Completion

As determined from the data in the Operation Report over the Operational Completion Test Period supplied to the WA Lender we hereby certify as follows:

2.1. Mining test

Throughout the Operational Completion Test Period:

- (a) the tonnage of the ore mined and delivered to the DMU was at least 90% of that projected in the Physicals Schedule for the Operational Completion Test Period to be delivered to the DMU; and
- (b) the tonnage of the waste mined and delivered to the relevant waste dumping site(s) of the Project was at least 90% of that projected in the Life of Mine Plan for the Operational Completion Test Period to be delivered to the relevant waste dumping site(s).

Exposed areas of ROM ore are adequate to ensure production can continue beyond the Operational Completion Test Period.

2.2. Mined Grade test

Throughout the Operational Completion Test Period, mined grades for zircon and ilmenite for the ore blocks mined during the Operational Completion Test Period was at least 90% of the contained zircon and ilmenite forecast in the current Physicals Schedule during that period.

2.3. Reserves test

The ore actually mined and processed in the relevant ore blocks that have been mined since commencement of production have been reconciled against the tonnage and grade projections for those ore blocks in the reserve block model forming the basis for the Physicals Schedule, and that reconciliation demonstrates that:

- (a) in the Operational Completion Test Period the tonnage of the ore actually mined from the reserve blocks depleted has been at least 90% of that projected to be contained within the reserve blocks depleted in the reserve block model forming the basis of the Physicals Schedule;
- (b) the mined grades for zircon, ilmenite have both been at least 90% of that projected in the reserve block model forming the basis of the Life of Mine Plan for the ore blocks mined since commencement of production; and
- (c) the contained zircon and ilmenite in the ore actually mined has been at least 90% of that projected to be contained in the reserve block model forming the basis of the Physicals Schedule for the reserve blocks mined since commencement of production.

2.4. Process Plant Feed

Throughout the Operational Completion Test Period:

- (a) the tonnage of the ore fed to the WCP Rougher Spirals has been at least 90% of that projected to be treated in such WCP Rougher Spirals in the Operational Completion Test Period in the current Physicals Schedule during that period; and
- (b) the grade of zircon, ilmenite in the ore so fed to the WCP has been at least 90% of that projected to be treated in such WCP in that Operational Completion Test Period in the current Physicals Schedule during that period.

2.5. Recovery test

An average mineral recovery rate to final product of at least 90% of the recovery rate to final product in the Physicals Schedule over the Operational Completion Test Period has been achieved during the Operational Completion Test Period for each of:

- (a) Recoverable Zircon to Premium Zircon;
- (b) Recoverable Zircon to Zircon Concentrate; and
- (c) Recoverable Ilmenite to Ilmenite.

2.6. Production Test

Throughout the Operational Completion Test Period, the saleable mineral production of the plant has been at least 90% of that projected in that Operational Completion Test Period in the current Physicals Schedule during that period for each product item.

- (a) Premium Zircon;
- (b) Zircon Concentrate; and
- (c) Ilmenite.

2.7. Product Quality Test

The quality of at least 90% of the final product stockpiled or dispatched during the Operational Completion Test Period meets the required Product Specifications as per the sales contracts.

2.8. Product Stockpiling and Transportation Test

Throughout the Operational Completion Test Period, the quantity of the following mineral products shipped to the designated port facility has been at least 90% of that projected to be shipped in that Operational Completion Test Period in the current Base Case Financial Model during that period for each product item and not less than 90% in aggregate as projected to be shipped in that Operational Completion Test Period in the current Base Case Financial Model.

- (a) Premium Zircon;
- (b) Zircon Concentrate; and
- (c) Ilmenite.

Stockpiling facilities are functioning as per the design intent.

2.9. Product Offtake Acceptance and Penalty Test

No shipments of final products, generated during the Operation Completion Test Period, will be subjected to breaches of said product specifications that will result in:

- (a) For small batch shipment, rejection of more than 5% of the total product tonnage shipped, or,
- (b) For bulk shipments, total value of penalties applied of greater than 5% of net revenue.

2.10. Cost test

Throughout the Operational Completion Test Period:

- (a) the average unit mining operating cost per tonne of ore, per tonne of waste and per tonne of material mined did not exceed (in each case) 115% of the projected unit operating cost (in \$/tonne of ore, \$/tonne of waste and \$/tonne of material mined) in the Operating Costs schedule for the Operational Completion Test Period;

- (b) the average unit processing operating cost per tonne of ore processed during the Operational Completion Test Period did not exceed 115% of the projected unit operating cost (in \$/tonne ore) in the Operating Costs schedule for the Operational Completion Test Period; and
- (c) the total outbound logistics excluding shipping operating costs during the Operational Completion Test Period did not exceed 110% of the projected outbound operating expenditures (in \$/t) for the Operational Completion Test Period in the Operating Costs schedule for each product item.
 - (i) Premium Zircon;
 - (ii) Zircon Concentrate; and
 - (iii) Ilmenite.
- (d) the total project Operating Costs during the Operational Completion Test Period did not exceed 115% of the projected on site operating expenditures for the Operational Completion Test.

2.11. Operating cost

Through the Operational Completion Test Period, the cost per tonne of Product (which is comprised of mining costs, processing costs, outbound logistic costs, site g&a costs, sustaining capex costs and corporate overhead costs) produced by the plant has not exceeded 115% of that projected for that Operational Completion Test Period in the current Base Case Financial Model.

2.12. Environmental and social compliance

The Project is being implemented in compliance, in all material respects, with all applicable Environmental and Social Laws and Environmental and Social Permits that are required in connection with the Project.

2.13. Tailings Storage Facility

The design, construction and operation of the Tailings Storage Facility complies in all material respects with all applicable Environmental and Social Laws (including the Standards of Practice of ANCOLD and the Operating Manuals for the Tailings Storage Facility) and all applicable Environmental and Social Permits and the required rate of tailings placement is sustainable.

2.14. Operational Availability and Utilisation

Operational Utilisation at 90% of the assumed Operational Utilisation as stated in, or determined from, the Design Documentation in each Contract (or any other design documentation approved by the Independent Technical Consultant) has been achieved for the processing facilities over the Operational Completion Test Period for each of the following plant sections:

- (a) DMU;
- (b) WCP; and
- (c) MSP.

2.15. Continuity test

No material issues or matters have been identified since the commencement of operations that are likely to prevent the Project from being implemented in accordance with, and as contemplated by, the current Base Case Financial Model.

2.16. Financial Covenants

With reference to the Base Case Financial Model most recently delivered to the Bond Trustee, as of the date of this Certificate, the Issuer is in compliance with the *Financial Covenants* of the Bond Terms and the Bond Trustee has received a Compliance Certificate to that effect dated on the date of this Certificate.

2.17. No Default

As at the date of this Certificate, no Default or Review Event has occurred and is continuing.

2.18. Project Accounts

As of the date of this Certificate the aggregate balance credited to the Debt Service Reserve Accounts is no less than the DSRA Required Balance.

2.19. Insurances

As of the date of this Certificate, the Issuer has commercial insurance and reinsurance cover in place as required by Clause 15.14 (*Insurance*) of the Bond Terms.

2.20. Authorisations

Each Authorisation necessary for the continuous operation of the Project in accordance with the Project Documents and the Base Case Financial Model has been obtained and is in full force where failure by it to obtain or maintain such Authorisation is reasonably likely to have a Material Adverse Effect.

2.21. Representations

The Repeating Representations are true in all material respects and not misleading in any material respect as of the date of this Certificate.

COBURN RESOURCES PTY LTD

By.....

Name.....

Title.....

The Independent Technical Consultant confirms the matters under paragraphs 2.1 to 2.15 (inclusive).

[] as Independent Technical Consultant

By.....

Name.....

Title.....

ATTACHMENT 4
FORM OF COST TO COMPLETE CERTIFICATES

Part I
Form of Physical Completion Cost to Complete Certificate

To: [the Bond Trustee]

From: Coburn Resources Pty Ltd as Issuer

Dated:

Dear Sirs

Coburn Resources Pty Ltd – [USD 60,000,000] Bond Terms dated [] (the "Agreement")

We refer to the Agreement. This is a Physical Completion Cost to Complete Certificate. Terms used in the Agreement shall have the same meaning in this Physical Completion Cost to Complete Certificate unless given a different meaning in this Physical Completion Cost to Complete Certificate.

The Issuer certifies as follows.

1. Physical completion test

- (a) The forecast date of completion or passing of the "Physical Completion Test" is *[insert date]* ("**Physical Completion Date**").

2. Committed Funding (paragraph (a) of that definition)

- (a) The Available Facility for Facility B (after any Utilisation of Facility B is made under an issued utilisation request (if any)) is AUD *[insert]*;
- (b) The "available commitment" (however described) under the Bonds including any amount standing to the credit of the Bond Escrow Account, is USD *[insert]*;
- (c) The aggregate amount standing to the credit of the USD Collection Account is USD *[insert]*;
- (d) The aggregate amount standing to the credit of the AUD Collection Account is AUD *[insert]*;
- (e) The aggregate amount standing to the credit of the Insurance Proceeds Account is AUD *[insert]*;
- (f) The Cost Overrun Proceeds (provided that the Cost Overrun Conditions have been satisfied) is AUD *[insert]*;
- (g) The amount of any liquidated damages under a Project Document (which have not already been deposited into the Collection Accounts) and which the Issuer demonstrates to the satisfaction of the WA Lender are due and payable to the Issuer at such time by a counterparty to a Project Document, to the extent that either:

- (A) the Issuer is entitled to draw an amount in respect of such liquidated damages under a performance bond, bank guarantee or any other form of security under that Project Document, is [insert figure and currency]; or
- (B) the WA Lender is otherwise satisfied that such amount will actually be paid by that counterparty to the Project Document prior to the then scheduled date for satisfying the Physical Completion Test is [insert figure and currency].
- (h) Without double counting any of the above, the amount of any other committed sources of funding available to the Issuer (which has been accepted by the WA Lender) is [insert figure and currency].

The aggregate amount in paragraphs 2(a) – (h) (inclusive) is AUD [insert].

3. **Cost to Complete – Physical Completion**

Without double counting:

- (a) All Construction Costs at that time payable to achieve Physical Completion or are otherwise payable as set out in the Base Case Financial Model up to Physical Completion (and in each case, whether payable before or after Physical Completion) but not yet paid, are AUD [].
- (b) All Financing Costs (including capitalised interest) at that time payable up to Physical Completion but not yet paid, as set out in the Base Case Financial Model but not yet paid, are AUD [].
- (c) All Operating Costs at that time payable to achieve Physical Completion or are otherwise payable as set out in the Base Case Financial Model up to Physical Completion (and in each case, whether payable before or after Physical Completion) but not yet paid, are AUD [].
- (d) All Project Costs at that time payable to achieve Physical Completion or are otherwise payable as set out in the Base Case Financial Model up to Physical Completion (and in each case, whether payable before or after Physical Completion) but not yet paid, are AUD [].
- (e) All cost overruns to the Project Costs at that time payable, or which the Issuer forecasts will be payable to achieve Physical Completion or are otherwise payable as set out in the Base Case Financial Model up to Physical Completion (and in each case, whether payable before or after Physical Completion) but not yet paid, are AUD [].
- (f) Any scheduled principal repayments under any Working Capital Facility Agreement at that time payable up to Physical Completion but not yet paid, as set out in the Base Case Financial Model, other than any amounts falling due under the Working Capital Facility Agreement which will be available for simultaneous redrawing according to the terms of the Working Capital Facility Agreement, but not yet paid, are AUD [].
- (g) Amounts required to maintain the Minimum Unrestricted Cash Balance in the Collection Accounts up to Physical Completion, as set out in the Base Case Financial Model but not yet paid, are AUD [].
- (h) Any other costs which the Issuer forecasts it will incur in respect of the Project in connection with achieving Physical Completion or are otherwise payable as set out in the Base Case

Financial Model up to Physical Completion (and in each case, whether payable before or after Physical Completion), but not yet paid, are AUD [].

The aggregate amount in paragraphs 3(a) – (h) (inclusive) is AUD [*insert*].

4. Physical completion cost to complete test

The aggregate amount in paragraphs 2(a) – (h) (inclusive) above is greater than the aggregate amount in paragraphs 3(a) – (h) (inclusive) above.

Signed:

.....

Director

Of Coburn Resources Pty Ltd

INDEPENDENT TECHNICAL CONSULTANT CONFIRMATION

I,, for and on behalf of the Independent Technical Consultant, certify that:

- (a) the factual information set out in this Physical Completion Cost to Complete Certificate (other than any factual information with respect to Financing Costs or with respect to paragraph 3(v)(A)) is true, correct and not misleading as at the date set out below; and
- (b) the non-factual information (including any forecasts and projections) set out in this Physical Completion Cost to Complete Certificate (other than any non-factual information with respect to Financing Costs or with respect to paragraph 3(v)(A)) is true, correct and not misleading as at the date set out below.

Date:

Signed:

.....

Name:

For and on behalf of the Independent Technical Consultant

Part II
Form of Project Completion Cost to Complete Certificate

To: [the *Bond Trustee*]

From: Coburn Resources Pty Ltd as Issuer

Dated:

Dear Sirs

Coburn Resources Pty Ltd – [USD 60,000,000] Bond Terms dated [] (the "Agreement")

We refer to the Agreement. This is a Project Completion Cost to Complete Certificate. Terms used in the Agreement shall have the same meaning in this Project Completion Cost to Complete Certificate unless given a different meaning in this Project Completion Cost to Complete Certificate.

The Issuer certifies as follows.

1. Project completion tests

- (a) The forecast date of completion or passing of the “Physical Completion Tests” is [insert date]; and
- (b) The forecast date of completion or passing of the “Operational Completion Tests” is [insert date],

("Project Completion Date").

2. Committed Funding

- (a) The Available Facility for Facility B (after any Utilisation of Facility B is made under an issued utilisation request (if any)) is AUD [insert];
- (b) The "available commitment" (however described) under the Bonds including any amount standing to the credit of the Bond Escrow Account, is USD [insert];
- (c) The aggregate amount standing to the credit of the USD Collection Account is USD [insert];
- (d) The aggregate amount standing to the credit of the AUD Collection Account is AUD [insert];
- (e) The aggregate amount standing to the credit of the Insurance Proceeds Account is AUD [insert];
- (f) The Cost Overrun Proceeds (provided that the Cost Overrun Conditions have been satisfied) is AUD [insert];
- (g) The amount of any liquidated damages under a Project Document (which have not already been deposited into the Collection Accounts) and which the Issuer demonstrates to the satisfaction of the WA Lender are due and payable to the Issuer at such time by a counterparty to a Project Document, to the extent that either:

- (A) the Issuer is entitled to draw an amount in respect of such liquidated damages under a performance bond, bank guarantee or any other form of security under that Project Document [insert figure and currency]; or
- (B) the WA Lender is otherwise satisfied that such amount will actually be paid by that counterparty to the Project Document prior to the earlier of the then scheduled date for achieving Project Completion and the Sunset Project Completion Date is [insert figure and currency];
- (h) The forecast Operating Revenue up to the Project Completion Date in accordance with the Base Case Financial Model (using the low case for TZMI) is AUD [insert]; and
- (i) Without double counting any of the above, the amount of any other committed sources of funding available to the Issuer (which has been accepted by the WA Lender) is [insert figure and currency].

The aggregate amount in paragraphs 2(a) – (i) (inclusive) is AUD [insert].

3. Cost to Complete – Project Completion

Without double counting:

- (a) all Construction Costs at that time payable to achieve Project Completion or are otherwise payable as set out in the Base Case Financial Model up to Project Completion (and in each case, whether payable before or after Project Completion) but not yet paid, are AUD [];
- (b) all Financing Costs (including capitalised interest) at that time payable up to Project Completion but not yet paid, as set out in the Base Case Financial Model are AUD [];
- (c) all Operating Costs at that time payable to achieve Project Completion or are otherwise payable as set out in the Base Case Financial Model up to Project Completion (and in each case, whether payable before or after Project Completion) but not yet paid, are AUD [];
- (d) all Project Costs at that time payable to achieve Project Completion or are otherwise payable as set out in the Base Case Financial Model up to Project Completion (and in each case, whether payable before or after Project Completion) but not yet paid, are AUD [];
- (e) all cost overruns to the Project Costs at that time payable, or which the Issuer forecasts will be payable to achieve Project Completion or are otherwise payable as set out in the Base Case Financial Model up to Project Completion (and in each case whether payable before or after Project Completion) but not yet paid, are AUD [];
- (f) any scheduled principal repayments under any Working Capital Facility Agreement at that time payable up to Project Completion but not yet paid, as set out in the Base Case Financial Model, other than any amounts falling due under the Working Capital Facility Agreement which will be available for simultaneous redrawing according to the terms of the Working Capital Facility Agreement are AUD [];
- (g) amounts required to maintain the Minimum Unrestricted Cash Balance in the Collection Accounts up to Project Completion, as set out in the Base Case Financial Model are AUD [];

- (h) amounts required to Maintain the Debt Service Reserve Accounts at the DSRA Required Balance up to Project Completion, as set out in the Base Case Financial Model are AUD []; and
- (i) any other costs which the Issuer forecasts it will incur in respect of the Project in connection with achieving Project Completion or are otherwise payable as set out in the Base Case Financial Model up to Project Completion (and in each case, whether payable before or after Project Completion), but not yet paid, are AUD [].

The aggregate amount in paragraphs 3(a) – (i) (inclusive) is AUD [insert].

4. Cost to complete test

The aggregate amount in paragraphs 2(a) – (i) (inclusive) above is greater than the aggregate amount in paragraphs 3(a) – (i) (inclusive) above.

5. Time to complete test

The date of Project Completion is reasonably likely to be achieved by [insert date] (the "**Forecast Project Completion Date**", being earlier than the Sunset Project Completion Date (being [insert date])).

Signed:

.....

Director

Of Coburn Resources Pty Ltd

INDEPENDENT TECHNICAL CONSULTANT CONFIRMATION

I,, for and on behalf of the Independent Technical Consultant, certify that:

- (a) the factual information set out in this Project Completion Cost to Complete Certificate (other than any factual information with respect to Financing Costs or with respect to paragraph 3(vi)(A)) is true, correct and not misleading as at the date set out below; and
- (b) the non-factual information (including any forecasts and projections) set out in this Project Completion Cost to Complete Certificate (other than any non-factual information with respect to Financing Costs or with respect to paragraph 3(vi)(A)) is true, correct and not misleading as at the date set out below.

Date:

Signed:

.....

Name:

For and on behalf of the Independent Technical Consultant

Schedule 2: Relevant representations and Events of Default

No.	Clause and reference	Reason
Representations		
1	<p><u>No default</u></p> <p>Cl. 7.5(b): No other event or circumstance has occurred which constitutes (or with the expiry of any grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which has or is likely to have a Material Adverse Effect.</p>	As disclosed to the Finance Parties in the most recent Financial Model and Mine Plan, the Sunset Date in relation to the Mineral Separation Plant has not been achieved.
2	<p><u>Financial statements</u></p> <p>Cl. 7.9: Since the date of the most recent Financial Reports, there has been no change in its business, assets or financial condition that is likely to have a Material Adverse Effect.</p>	There have been material changes to cashflow and other financial reporting and other disclosures since the date of such financial statements were provided to the Finance Parties.
3	<p><u>No proceedings pending</u></p> <p>Cl. 7.7: No litigation, arbitration or administrative proceedings or investigations of or before any court, arbitral body or agency which, if adversely determined, is likely to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.</p>	<p>There are proceedings commenced against the Company in the WA Supreme Court by TMM, which has already been disclosed to the Finance Parties prior to the date of this letter.</p> <p>Pending arbitration proceedings commenced or threatened against the Company by Primero, which has been disclosed to the Finance Parties prior to the date of this letter.</p>
4	<p><u>Construction and Implementation of the Project</u></p> <p>NAB Facility, NAIF Facility</p> <p>Cl. 17.37(b): The Project is being implemented in accordance with the terms of the Project Documents, Good Operating Practice and all requirements of law.</p>	Other than as disclosed in: (i) the presentation provided to the Finance Parties by the Company on or about 29 November 2023; (ii) the Mine Plan most recently provided to the Lenders to the Company; and (iii) the Financial Model most recently provided to the Lenders to the Company, the Project is being implemented in accordance with the terms of the Project Documents, Good Operating Practice and all requirements of law.
<u>Events of Default</u>		
5	<p><u>Cessation of business</u></p> <p>(a) An Obligor suspends or ceases:</p> <p>(i) to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;</p>	The Mineral Separation Plant has been suspended/deferred as noted above.

No.	Clause and reference	Reason
	<p>(ii) in the case of the Issuer, conducting the Project, except as a result of a Permitted Disposal or with the prior written consent of the Bondholders.</p> <p>(b) The authority or ability of any Obligor to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, compulsory acquisition, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets or the shares in that Obligor (including without limitation the displacement of all or part of the management of any Obligor).</p>	
6	<p><u>Litigation</u></p> <p>Cl.16.17: Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened, or any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body is made, in relation to the Transaction Documents or the transactions contemplated in the Transaction Documents or against any Obligor or its assets which have, or has, or are, or is, reasonably likely to have a Material Adverse Effect.</p>	Litigation and proceedings are as noted above.
7	<p><u>Project Documents</u></p> <p>Cl.16.19(a): There is a material breach or default under the Project Documents.</p>	As noted above.
8	<p><u>Abandonment</u></p> <p>Cl.16.20: The Project is abandoned or placed on care and maintenance, other than as permitted under Clause 15.22 (<i>Abandonment of Project</i>), or the Issuer permanently abandons or cancels or evidences an intention to permanently abandon or cancel the construction or operation of the whole or a substantial part of the Project other than in accordance with the Life of Mine Plan.</p>	As noted above with respect to the Mineral Separation Plant.
9	<p><u>Material adverse change</u></p> <p>Cl.16.23: An event or circumstance occurs which has, or is reasonably likely to have (or a number of events or circumstances occur, whether related or not, which together have or are reasonably likely to have) a Material Adverse Effect.</p>	Waived in relation to all of the matters disclosed in the standstill letter.

Schedule 3: Voting Form

ISIN: NO0010955859

– Coburn Resources Pty Ltd Senior Secured Bond Issue 2021/2026

The undersigned holder or authorised person/entity, votes in the following manner to Proposal 1 as defined in the Notice of a Written Resolution dated 14 December 2023.

☐ In favour of Proposal 1

☐ Against Proposal 1

The undersigned holder or authorised person/entity, votes in the following manner to Proposal 2 as defined in the Notice of a Written Resolution dated 14 December 2023.

☐ In favour of Proposal 2

☐ Against Proposal 2

ISIN NO0010955859	Amount of bonds owned
Custodian Name	Account number at Custodian
Company	Day time telephone number
	E-mail

Enclosed to this form is the complete printout from our custodian/VPS¹, verifying our bondholding in the bond issue as of _____.

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purpose may obtain information regarding our holding of Bonds on the above stated account in the securities register VPS.

Place, date

Authorized signature

Return by mail:
Nordic Trustee AS
PO Box 1470 Vika
N-0116 Oslo
Norway

Telephone: +47 22 87 94 00
E-mail: mail@nordictrustee.com

¹ If the Bonds are held in custody other than in the VPS, evidence provided from the custodian confirming that (i) you are the owner of the Bonds, (ii) in which account number the Bonds are held, and (iii) the amount of Bonds owned.