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ARRANGEMENT AGREEMENT

AMONG

ALKANE RESOURCES LIMITED

AND

1536968 B.C. LTD.

AND

MANDALAY RESOURCES CORPORATION

DATED APRIL 27, 2025

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ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated April 27, 2025,

AMONG:

ALKANE RESOURCES LIMITED, a corporation incorporated under the laws of Western Australia under Australian Company Number 000 689 216, and having an office at Level 4, 66 Kings Park Road, West Perth, Western Australia, 6005

("**Alkane**")

-and-

1536968 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia and having an office at 666 Burrard Street, Suite 2500, Vancouver, British Columbia, V6C 2X8

("**Acquireco**")

-and-

MANDALAY RESOURCES CORPORATION, a corporation incorporated under the laws of Province of British Columbia and having an office at 155 University Avenue, Suite 720, Toronto, Ontario, M5H 3B7

("**Mandalay**")

WHEREAS:

A. Acquireco is a direct wholly owned subsidiary of Alkane.

B. Pursuant to the Plan of Arrangement and as provided for in this Agreement, Alkane, Mandalay and Acquireco wish to enter into a transaction involving, among other things, the acquisition of all of the issued and outstanding Mandalay Shares by Acquireco in consideration for the issuance to Mandalay Shareholders of Alkane Shares.

C. The Parties intend to carry out the transactions contemplated herein by way of a plan of arrangement under the provisions of the BCBCA and in furtherance thereof, the Mandalay Board has agreed to submit the Arrangement Resolution to the Mandalay Shareholders and the Plan of Arrangement to the Court for approval, and the Alkane Board has agreed to submit the Share Issuance Resolution to the Alkane Shareholders for approval.

D. The Alkane Supporting Shareholders have delivered to Alkane the Alkane Voting Intention Statements, pursuant to which such Alkane Supporting Shareholders have stated, subject to the terms and conditions thereof, their intention to vote their Alkane Shares in favour of the Share Issuance Resolution.

E. The Mandalay Board, after consultation with its financial and legal advisors and having received the Mandalay Fairness Opinions, has unanimously determined that the Arrangement is in the best interests of Mandalay and that the Consideration to be received by Mandalay Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the Mandalay Shareholders.

F. The Mandalay Board has unanimously approved the transactions contemplated by this Agreement and unanimously determined to recommend that the Mandalay Shareholders vote in favour of the Arrangement Resolution.

G. Alkane has entered into the Mandalay Voting and Lock-up Agreements with the Mandalay Locked-up Shareholders, pursuant to which such Mandalay Locked-up Shareholders have agreed, subject to the terms and conditions thereof, to vote their Mandalay Shares in favour of the Arrangement Resolution.

H. The Alkane Board, after consultation with its financial and legal advisors, has unanimously determined that the Arrangement is in the best interests of Alkane.

I. The Alkane Board has unanimously approved the transactions contemplated by this Agreement and unanimously determined to recommend that the Alkane Shareholders vote in favour of the Share Issuance Resolution.

THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"**Acceptable Confidentiality Agreement**" means a confidentiality and standstill agreement between a Party and a third party (in the case of Mandalay, other than Alkane or any of its affiliates, and in the case of Alkane, other than Mandalay or any of its affiliates) containing terms that are not materially less favourable, individually and in the aggregate, to such Party than those contained in the Confidentiality Agreement (it being understood and agreed that such confidentiality and standstill agreement need not prohibit or restrict the making of an Acquisition Proposal on a confidential basis to the Mandalay Board or Alkane Board, as applicable, and shall not restrict or prohibit the Solicited Party from disclosing to the other Party any details concerning the Acquisition Proposal or any Superior Proposal made by such third party).

"**Acquireco**" has the meaning ascribed thereto in the recitals;

"**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement and other than any transaction involving only a Party and/or one or more of its wholly-owned subsidiaries, any offer, proposal or inquiry from any person or group of persons acting jointly or in concert received by a Party or by a Representative of a Party, whether or not in writing and whether or not delivered to the shareholders of such Party, after the date hereof relating to:

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(a) any direct or indirect sale or disposition (or any joint venture, lease, license, long-term supply agreement or other arrangement having the same economic effect as a sale), in a single transaction or series of related transactions, of: (i) any assets of that Party and/or one or more of its subsidiaries that, individually or in the aggregate, constitute 20% or more of the consolidated assets of that Party and its subsidiaries, taken as a whole, or which contribute 20% or more of the consolidated revenue of a Party and its subsidiaries, taken as a whole (or any lease, long-term supply or off-take agreement, hedging arrangement or other transaction having the same economic effect as a sale of such assets) (in each case, determined based upon the most recent publicly available consolidated financial statements of that Party), or (ii) 20% or more of the issued and outstanding voting or equity securities of that Party or any one or more of its subsidiaries that, individually or in the aggregate, contribute 20% or more of the consolidated revenues or constitute 20% or more of the consolidated assets of that Party and its subsidiaries, taken as a whole (in each case, determined based upon the most recent publicly available consolidated financial statements of that Party);

(b) any direct or indirect take-over bid, tender offer or exchange offer that, if consummated, would result in such person or group of persons beneficially owning 20% or more of the issued and outstanding voting or equity securities of any class of voting or equity securities of that Party or its subsidiaries;

(c) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving that Party or any of its subsidiaries whose assets or revenues, individually or in the aggregate, constitute 20% or more of the consolidated assets or revenues, as applicable, of that Party and its subsidiaries, taken as a whole (in each case, determined based upon the most recent publicly available consolidated financial statements of that Party); or

(d) any other similar transaction or series of transactions involving the Party or any of its subsidiaries, and, in all cases, whether in a single transaction or in a series of related transactions;

"**affiliate**" has the meaning given to it in the Securities Act;

"**Agreement**" means this arrangement agreement, including all schedules annexed hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

"**AIFRS**" means Australian International Financial Reporting Standards;

"**Alkane**" has the meaning ascribed thereto in the recitals;

"**Alkane Benefit Plans**" means all health, welfare, dental, vision, sickness, death, life, flexible spending, supplemental unemployment benefit, bonus, change of control, retention, severance, termination, loan, allowance, spending account, profit sharing, insurance, incentive, incentive compensation, or deferred compensation plans, share purchase, share options, share compensation, or other equity-based compensation plans, disability, pension (including superannuation) or retirement income or savings plans, vacation or other paid time off, top-up parental leave and any other arrangements or benefit plans, policies, programs, arrangements, or practices which are (a) sponsored, maintained, contributed to or required to be contributed to by Alkane or any of its subsidiaries, or (b) for which Alkane or any of its subsidiaries has any actual or contingent liability or obligation with respect to any current or former employee, officer, director or Independent Contractor of Alkane or any of its subsidiaries (or to any dependant or beneficiary of any such person), excluding Statutory Plans and written employment Contracts that do not provide for notice of termination or pay in lieu in excess of reasonable notice of termination at common law, but including the Alkane Plan;

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"**Alkane Board**" means the board of directors of Alkane as the same is constituted from time to time;

"**Alkane Board Recommendation**" has the meaning ascribed to such term in Section 2.13(d);

"**Alkane Bonus Share Plan**" means the Alkane employee bonus share plan pursuant to which Alkane from time-to-time issues bonus shares to employees;

"**Alkane Budget**" means Alkane's budget for 2025, including capital expenditures, in the form appended to Section 1.1 of the Alkane Disclosure Letter;

"**Alkane Circular**" means the notice of the Alkane Meeting and accompanying explanatory statement, including all schedules, appendices and exhibits thereto, to be sent to the Alkane Shareholders in connection with the Alkane Meeting, as amended, supplemented or otherwise modified from time to time;

"**Alkane Data Room**" means the material contained in the virtual data room established by Alkane on SecureDocs as of 6:00 p.m. (Toronto time) on April 25, 2025;

"**Alkane Disclosure Letter**" means the disclosure letter delivered by Alkane to Mandalay on the date hereof;

"**Alkane Expense Fee Event**" has the meaning ascribed to such term in Section 7.4(j)(iii);

"**Alkane Filings**" means all documents publicly filed by or on behalf of Alkane pursuant to the ASX Listing Rules or with ASIC since July 1, 2022;

"**Alkane Financial Statements**" means the audited consolidated financial statements of Alkane for the years ended June 30, 2024 and 2023 and the auditor reviewed consolidated financial statements of Alkane for the half-year periods ended December 31, 2024 and 2023;

"**Alkane Leased Real Property**" has the meaning ascribed to such term in Section 30(b) of Schedule "D";

"**Alkane Material Contract**" has the meaning ascribed to such term in Section 29(a) of Schedule "D";

"**Alkane Material Property**" means the freehold, real or immovable properties held by Alkane and the Alkane Material Subsidiaries and the Alkane Leased Real Property listed in Section 30(b) of the Alkane Disclosure Letter;

"**Alkane Material Subsidiaries**" means Mitchell Creek Mining Pty Ltd, Mitchell Creek Mining Holdings Pty Ltd, Tomingley Gold Operations Pty Ltd and Tomingley Holdings Pty Ltd;

"**Alkane Meeting**" means the general meeting of the Alkane Shareholders, including any adjournment or postponement thereof, to be called and held to consider the Share Issuance Resolution and any other matters as may be set out in the Alkane Circular;

"**Alkane Mineral Right**" has the meaning ascribed to such term in Section 34(a) of Schedule "D";

"**Alkane Mining Operations**" means the exploration and mining operations conducted by Alkane, Tomingley Gold Operations Pty Ltd and Mitchell Creek Mining Pty Ltd, which are the subject of the Alkane Mineral Rights;

"**Alkane Plan**" means Alkane's Performance Rights Plan, which was last approved by the Alkane Shareholders on November 26, 2024;

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"**Alkane Property**" means, collectively, (a) the Alkane Material Property and (b) the freehold, real or immovable properties held by Alkane or any of its subsidiaries not otherwise included in clause (a);

"**Alkane Royalty Agreement**" has the meaning ascribed to such term in Section 34(i) of Schedule "D";

"**Alkane Share**" means a fully paid ordinary share in the capital of Alkane;

"**Alkane Shareholder Approval**" means the approval of the Alkane Shareholders of the Share Issuance Resolution by the requisite majority pursuant to the ASX Listing Rules;

"**Alkane Shareholders**" means the holders of Alkane Shares;

"**Alkane Supporting Shareholders**" means the directors of Alkane listed on Schedule "F";

"**Alkane Technical Reports**" means all of Alkane's current technical reports in respect of its Tomingley Gold Project and its Northern Molong Porphyry Project filed with ASX in accordance with the JORC Code;

"**Alkane Termination Fee Event**" has the meaning ascribed to such term in Section 7.4(e)(iii);

"**Alkane Voting Intention Statements**" means the voting intention statements delivered to Alkane by the Alkane Supporting Shareholders setting forth their intention to vote their Alkane Shares in favour of the Share Issuance Resolution, subject to the terms and conditions thereof;

"**Anti-Corruption Laws**" means the *Corruption of Foreign Public Officials Act* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the U.S. *Foreign Corrupt Practices Act of 1977*, the *Criminal Code* (Canada), the *Commonwealth Criminal Code Act 1995* (Cth) (Australia), *Corporations Act 2001* (Cth) (Australia) and the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (Australia) and any other anti-bribery or anticorruption laws and similar legislation in other jurisdictions that may be applicable to the relevant Party and its subsidiaries or its businesses;

"**Arrangement**" means an arrangement under the provisions of Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of this Agreement or made at the direction of the Court in the Final Order with the prior written consent of Mandalay and Alkane, each acting reasonably;

"**Arrangement Resolution**" means the special resolution of the Mandalay Shareholders approving the Plan of Arrangement to be considered at the Mandalay Meeting, substantially in the form and content of Schedule "B" hereto;

"**ASIC**" means the Australian Securities and Investments Commission;

"**associate**" has the same meaning as ascribed to the term "associated entity" in MI 61-101;

"**ASX**" means the Australian Securities Exchange;

"**ASX Listing Rules**" means the official listing rules of the ASX as varied, waived or modified from time to time;

"**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations made thereunder;

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"**BNS Credit Agreement**" means the credit agreement dated December 1, 2022, among Mandalay as borrower, the lenders from time to time parties thereto as lenders, The Bank of Nova Scotia as administrative agent and arranger, and HSBC Bank USA, National Association and Macquarie Bank Limited as existing secured hedge counterparties;

"**BNS Letter of Credit**" means the irrevocable standby letter of credit or letter of guarantee dated July 22, 2022, issued by The Bank of Nova Scotia in favour of Bonito Capital Corp.;

"**Books and Records**" means the books and records of a Party and its subsidiaries including, to the extent existing, financial, corporate, operations and sales books, records, books of account, sales, purchase and billing records, lists of suppliers and customers, business reports, reports of customer contacts, employee documents and files, human resources materials and all other documents, files, records, and other data and information, financial or otherwise, including all data, information and databases stored on computer-related or other electronic media, and all Tax records and Tax Returns;

"**Business Day**" means a day, other than a Saturday or a Sunday, on which the principal commercial banks located in Toronto, Ontario and Perth, Western Australia are open for the conduct of business;

"**CASL**" means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canada Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act* (Canada) and its associated regulations;

"**Casual Employee**" has the meaning ascribed to it under section 12 of the *Fair Work Act 2009* (Cth);

"**CGT Rollover**" has the meaning ascribed to such term in Section 2.17;

"**CGT Withholding Amount**" has the meaning ascribed to such term in Section 2.9(b)(ii)(A);

"**Change in Recommendation**" has the meaning ascribed to such term in Section 7.2(b)(iv);

"**Collective Agreement**" means any collective agreement, collective bargaining agreement, enterprise agreement, transitional instrument or related bargaining agent document (whether registered or unregistered) that is binding on a Party or any of its subsidiaries, including any arbitration decision, letter or memorandum of understanding or agreement with bargaining agents, letter of intent with bargaining agents or other written communication with bargaining agents, in each case, which covers or would pertain to the employment or engagement of any Employee or Independent Contractor of such Party or impose any obligations upon such Party in connection with the employment or engagement of any Employee or Independent Contractor;

"**Competition Act**" means the *Competition Act* (Canada) and the regulations enacted thereunder;

"**Confidentiality Agreement**" means the confidentiality agreement dated June 23, 2024 entered into between Mandalay and Alkane, as amended;

"**Consideration**" means the Alkane Shares to be issued to the Mandalay Shareholders pursuant to the Plan of Arrangement, being a number of Alkane Shares for each Mandalay Share equal to the Exchange Ratio;

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"**Constating Documents**" means notice of articles, articles of incorporation, amalgamation, arrangement or continuation, as applicable, articles, by-laws, certificates of incorporation, certificates of change of company name (as applicable), constitutions or other constating documents and all amendments thereto;

"**Contract**" means any contract, agreement, license, lease, arrangement or other right or obligation to which Mandalay or Alkane or any of their respective subsidiaries is a party or by which Mandalay or Alkane or any of their respective subsidiaries is bound or affected or to which any of their respective properties or assets is subject;

"**Court**" means the Supreme Court of British Columbia;

"**Depositary**" means any trust company, bank or financial institution agreed to in writing between the Parties for the purpose of, among other things, exchanging certificates representing Mandalay Shares for certificates representing the Consideration pursuant to the Arrangement;

"**Disclosing Party**" has the meaning specified in the definition of Transferred Information;

"**Dissent Rights**" means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement;

"**Effective Date**" means the Effective Date as defined in the Plan of Arrangement;

"**Effective Time**" means the Effective Time as defined in the Plan of Arrangement;

"**Employees**" means all employees of a Party or its subsidiaries, as the case may be, including casual, part-time and full-time employees, in each case, whether active or inactive, unionized or non-unionized;

"**Environmental Laws**" means all Laws and Contracts with Governmental Entities relating to reclamation or restoration of properties and remediation of any soil and groundwater; abatement of pollution; protection of the environment; public health; land use and town planning; protection of wildlife, including endangered species; processing, distribution, use, handling, transport, management, treatment, storage, disposal or control of, or exposure to, Hazardous Substances; Releases or threatened Releases of Hazardous Substances; and all Permits issued or required pursuant to such Laws;

"**Exchange**" means with respect to Mandalay, the TSX, and with respect to Alkane, the ASX;

"**Exchange Ratio**" means 7.875 Alkane Shares for each Mandalay Share;

"**Expense Fee**" has the meaning ascribed to such term in Section 7.4(j)(i);

"**FATA**" means the *Foreign Acquisitions and Takeovers Act 1975* (Cth);

"**Final Order**" means the final order of the Court pursuant to Section 291(4) of the BCBCA approving the Arrangement, after being informed of the intention to rely upon the exemption from the registration requirements under section 3(a)(10) of the U.S. Securities Act with respect to the issuance and distribution of the Consideration, approving the Arrangement, in form and substance acceptable to both Mandalay and Alkane, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both Mandalay and Alkane, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or as amended on appeal (provided that any such amendment is acceptable to both Mandalay and

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Alkane, each acting reasonably);

"**FIRB**" means the Foreign Investment Review Board of Australia;

"**FIRB Application**" means the application for FIRB Approval to be made by Alkane and the co-applicant(s) set out therein in relation to the transactions contemplated by this Agreement;

"**FIRB Approval**" means the Treasurer (or their delegate): (i) provides written notice that there are no objections under FATA to the acquisition of the Mandalay Shares by Alkane under this Agreement or the Arrangement, and if any conditions are imposed by the Treasurer (or their delegate) to such non-objection, they are: (A) tax-related conditions which are in the form, or substantially in the form of those set out under the heading 'Standard tax conditions' in Section D of version 4 of FIRB's Guidance Note 12 on 'Tax Conditions' (in the form last updated on March 14, 2025); or (B) such other conditions as are acceptable to Alkane acting reasonably; or (ii) provides written confirmation that the acquisition of the Mandalay Shares by Alkane under this Agreement or the Arrangement does not require notification under the FATA, is not subject to the FATA or can proceed without the issuance of a no objection notice under the FATA; or (iii) (following notice of the acquisition of the Mandalay Shares by Alkane under this Agreement or the Arrangement having been given under the FATA) becomes precluded by passage of time from making any order or decision under Division 2 of Part 3 of the FATA in respect of the acquisition of the Mandalay Shares by Alkane under this Agreement or the Arrangement, whichever first occurs;

"**Form 51-102F5**" means Form 51-102F5 as prescribed in National Instrument 51-102 – *Continuous Disclosure Obligations*;

"Good Mining Practices" means, in relation to gold mining, those practices, methods and acts engaged in or approved by a firm or body corporate which, in the conduct of its undertaking, exercises that degree of safe and efficient practice, diligence, prudence, and foresight reasonably and ordinarily exercised by skilled and experienced operators engaged in the gold mining industry in Australia and Canada;

"**Governmental Entity**" means: (a) any multinational, federal, provincial, state, territorial, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) any subdivision, agent, commission, bureau, board or authority of any of the foregoing; (c) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self- regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) any stock exchange, including the Exchanges;

"**Hazardous Substance**" means any substance that is prohibited, regulated, designated or classified as dangerous, hazardous, radioactive, explosive, toxic, a waste or a contaminant pursuant to any applicable Environmental Laws, including petroleum products or by-products, asbestos and asbestos-containing material, lead-containing paint or plumbing, polychlorinated biphenyls, radioactive materials, radon, and perfluoroalkyl and polyfluoroalkyl substances;

"**IFRS**" means International Financial Reporting Standards, at the relevant time, prepared on a consistent basis;

"**Income Tax Assessment Act**" means the *Income Tax Assessment Act 1936* (Cth), *Income Tax Assessment Act 1997* (Cth) and the *Taxation Administration Act 1953* (Cth) and the regulations thereunder, as amended from time to time;

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"**Independent Contractor**", of a Party or any of its subsidiaries, means (i) any individual independent contractor, consultant or service provider who is not an Employee, or (ii) any such individual's personal services company;

"**Intellectual Property**" means all intellectual property, in any jurisdiction throughout the world, whether or not registered or registrable, including all: (a) patents, applications for patents and reissues, divisionals, continuations, renewals, re-examinations, extensions and continuations-in-part of patents or patent applications, (b) proprietary confidential information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, models, formulas, algorithms, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing, (c) copyrights, copyright registrations and applications for copyright registration, (d) integrated circuit, topographies, integrated circuit topography registrations and applications, mask works, mask work registrations and applications, (e) designs, design registrations, design registration applications, industrial designs, industrial design registrations and industrial design applications, (f) trade names, business names, corporate names, domain names, social media accounts and user names, social media identifiers and identities, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, (g) all intellectual property rights in and to software and technology, including rights and data in databases, and (h) any other intellectual property and industrial property rights throughout the world, however denominated;

"**Interim Order**" means the interim order of the Court after the application to the Court pursuant to section 291(2) of the BCBCA, after being informed of the intention to rely upon the exemption from the registration requirements under section 3(a)(10) of the U.S. Securities Act with respect to the issuance and distribution of the Consideration, to be issued following the application therefor contemplated by Section 2.2 of this Agreement, providing for, among other things, the calling and holding of the Mandalay Meeting, as the same may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both Mandalay and Alkane, each acting reasonably;

"**Investment Canada Act**" means the *Investment Canada Act*, as amended from time to time;

"**ISP**" means the Swedish Inspectorate of Strategic Products;

"**JORC Code**" means the 2012 edition of the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves;

"**Key Regulatory Approvals**" means the FIRB Approval and the Swedish FDI Approval;

"**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, Orders, rulings, ordinances, judgments, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, and the term "**applicable**" with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities;

"**Lease**" means any lease, sublease, license, occupancy agreement or other agreement pursuant to which a Party or any of its subsidiaries is vested with rights to use or occupy the Mandalay Leased Real Property or Alkane Leased Real Property, as the case may be, as amended, modified or supplemented or renewed;

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"**Liens**" means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, royalties, encumbrances and adverse rights or claims, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

"**Mandalay**" has the meaning ascribed thereto in the recitals;

"**Mandalay Benefit Plans**" means all health, welfare, dental, vision, sickness, death, life, flexible spending, supplemental unemployment benefit, bonus, change of control, retention, termination, severance, loan, allowance, spending account, profit sharing, insurance, incentive, incentive compensation, or deferred compensation plans, share purchase, share options, share compensation, or other equity-based compensation plans, disability, pension (including superannuation) or retirement income or savings plans, vacation or other paid time off, top-up parental leave and any other arrangements or benefit plans, policies, programs, arrangements, or practices which are (a) sponsored, maintained, contributed to or required to be contributed to by Mandalay or any of its subsidiaries, or (b) for which Mandalay or any of its subsidiaries has any actual or contingent liability or obligation with respect to any current or former employee, officer, director or Independent Contractor of Mandalay or any of its subsidiaries (or to any dependant or beneficiary of any such person), excluding Statutory Plans and written employment Contracts that do not provide for notice of termination or pay in lieu in excess of reasonable notice of termination at common law, but including the Mandalay Plans;

"**Mandalay Board**" means the board of directors of Mandalay as the same is constituted from time to time;

"**Mandalay Board Recommendation**" has the meaning ascribed to such term in Section 2.4(c);

"**Mandalay Budget**" means Mandalay's budget for 2025, including capital expenditures, in the form appended to Section 1.1 of the Mandalay Disclosure Letter;

"**Mandalay Circular**" means the notice of the Mandalay Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto, to be sent to the Mandalay Shareholders in connection with the Mandalay Meeting, as amended, supplemented or otherwise modified from time to time;

"**Mandalay Data Room**" means the material contained in the virtual data room established by Mandalay on firmex.com as of 6:00 p.m. (Toronto time) on April 25, 2025;

"**Mandalay Disclosure Letter**" means the disclosure letter executed by Mandalay and delivered to Alkane on the date hereof;

"**Mandalay DSUs**" means the outstanding deferred share units of Mandalay issued under the Mandalay Omnibus Plan;

"**Mandalay Expense Fee Event**" has the meaning ascribed to such term in Section 7.4(j)(ii);

"**Mandalay Fairness Opinions**" means the opinions of Haywood Securities Inc. and GenCap Mining Advisory Ltd. to the effect that, as of the date of each such opinion and based upon and subject to the assumptions, limitations and qualifications set forth therein, respectively, the Consideration is fair, from a financial point of view, to the Mandalay Shareholders;

"**Mandalay Filings**" means all forms, reports, schedules, statements and other documents which have been publicly filed by or on behalf of Mandalay on SEDAR+ pursuant to Canadian Securities Laws since January 1, 2023;

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"**Mandalay Financial Statements**" means the audited consolidated financial statements of Mandalay for the fiscal years ended December 31, 2024 and 2023;

"**Mandalay Leased Real Property**" has the meaning ascribed to such term in Section 32(d) of Schedule "C";

"**Mandalay Locked-up Shareholders**" means each of the senior officers, directors and significant shareholders of Mandalay listed on Schedule "E";

"**Mandalay Material Contract**" has the meaning ascribed to such term in Section 31(a) of Schedule "C";

"**Mandalay Material Property**" means the freehold, real and immovable properties held by Mandalay and the Mandalay Material Subsidiaries and the Mandalay Leased Real Property listed in Section 32(d) of the Mandalay Disclosure Letter;

"**Mandalay Material Subsidiaries**" means Mandalay Resources Sweden Holco, Björkdalsgruvan AB, Björkdal Exploration AB, Explor Björkdalsgruvan AB, Mandalay Resources Australia Pty Ltd., Mandalay Resources Costerfield Operations Pty Ltd.;

"**Mandalay Meeting**" means the special meeting of the Mandalay Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and any other matters as may be set out in the Mandalay Circular and agreed to in writing by Alkane, acting reasonably;

"**Mandalay Mineral Right**" has the meaning ascribed to such term in Section 36(a) of Schedule "C";

"**Mandalay Mining Operations**" means the exploration and mining operations conducted by Mandalay Resources Sweden Holco, Björkdalsgruvan AB, Björkdal Exploration AB, Explor Björkdalsgruvan AB, Mandalay Resources Australia Pty Ltd., Mandalay Resources Costerfield Operations Pty Ltd, which are the subject of the Mandalay Mineral Rights;

"**Mandalay Omnibus Plan**" means the omnibus equity incentive plan of Mandalay, which was approved by Mandalay Shareholders at the annual general and special meeting on May 20, 2020;

"**Mandalay Options**" means the outstanding options of Mandalay to purchase Mandalay Shares issued under the Mandalay Plans;

"**Mandalay Plans**" means, collectively, the Mandalay Omnibus Plan and the Mandalay Stock Option Plan;

"**Mandalay Property**" means, collectively, (a) the Mandalay Material Property and (b) the other freehold, real and immovable properties held by Mandalay or any of its subsidiaries not otherwise included in clause (a);

"**Mandalay PSUs**" means the outstanding performance share units of Mandalay issued under the Mandalay Omnibus Plan;

"**Mandalay Royalty Agreement**" has the meaning ascribed to such term in Section 36(i) of Schedule "C";

"**Mandalay RSUs**" means the outstanding restricted share units of Mandalay issued under the Mandalay Omnibus Plan;

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"**Mandalay Securityholder**" means a holder of Mandalay DSUs, Mandalay PSUs, Mandalay RSUs, Mandalay Options or Mandalay Shares;

"**Mandalay Shareholder Approval**" has the meaning ascribed to such term in Section 2.2(c);

"**Mandalay Shareholders**" means the holders of Mandalay Shares;

"**Mandalay Shares**" means the common shares in the capital of Mandalay;

"**Mandalay Stock Option Plan**" means the second amended and restated stock option plan of Mandalay dated March 14, 2014;

"**Mandalay Technical Reports**" means all current technical reports of Mandalay filed on SEDAR+ in accordance with National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

"**Mandalay Termination Fee Event**" has the meaning ascribed to such term in Section 7.4(e)(ii);

"**Mandalay Voting and Lock-up Agreements**" means the voting and support agreements (including all amendments thereto) between Alkane and the Mandalay Locked-up Shareholders setting forth the terms and conditions upon which they agree to vote their Mandalay Shares in favour of the Arrangement Resolution;

"**Material Adverse Effect**" means, in respect of Mandalay or Alkane, any fact, change, event, occurrence, effect, state of facts, liability or circumstance that, individually or in the aggregate with other such facts, changes, events, occurrences, effects, states of facts, liabilities or circumstances, is or could reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, condition (financial or otherwise), liabilities (contingent or otherwise) or capitalization of such person and its subsidiaries taken as a whole, other than any fact, change, event, occurrence, effect, state of facts, liability or circumstance resulting from or arising in connection with:

(a) any change generally affecting the industries in which a Party or its subsidiaries operate, including any change in the price of gold, copper or antimony;

(b) any change in global, national or regional economic, political, or financial conditions, including changes in (i) financial markets, credit markets or capital markets, (ii) interest rates and credit ratings, (iii) inflation, (iv) currency exchange rates and (v) the imposition or adjustment of tariffs or duties;

(c) any hurricane, flood, tornado, earthquake or other natural or man-made disaster or acts of God, epidemic, pandemic or disease outbreak or any material worsening of such conditions existing as of the date of this Agreement;

(d) any act of terrorism or any outbreak of hostilities or declared or undeclared war, cyberterrorism, civil unrest, civil disobedience, sabotage, cybercrime, national or international calamity, military action, declaration of a state of emergency or any other similar event, or any change, escalation or worsening thereof;

(e) any change in Law, IFRS, AIFRS or changes in regulatory accounting or Tax requirements, or in the interpretation, application or non-application of the foregoing by any Governmental Entity, after the date of this Agreement;

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(f) any specific action taken (or omitted to be taken) by a Party to this Agreement that is expressly required to be taken (or, in the case of an omission, expressly prohibited to be taken) pursuant to this Agreement or with the express prior written consent or at the written direction of the Parties hereto;

(g) any change in the market price or trading volume of a Party's securities (it being understood that the causes underlying such change in market price or trading volume may, to the extent not otherwise excluded from the definition of Material Adverse Effect, be taken into account in determining whether a Material Adverse Effect has occurred);

(h) the failure in and of itself of a Party to meet any internal or published projections, forecasts or guidance or estimates of revenues, earnings, cash flows or other financial operating metrics of such Party or of any securities analysts before, on or after the date of this Agreement (it being understood that the causes underlying such failure may, if not otherwise excluded from this definition of Material Adverse Effect, be deemed either alone or in combination to constitute, or be taken into account in determining whether a Material Adverse Effect has occurred); or

(i) the announcement or execution of this Agreement or the Arrangement or the implementation of the Arrangement, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of Mandalay or Alkane with any of their customers, employees, shareholders, vendors, distributors, partners or suppliers arising as a direct consequence of same,

but, in the case of clauses (a) through and including (e) of this definition, only to the extent that any such fact, change, event, occurrence, effect, state of facts, liability or circumstances does not have a disproportionate effect on Mandalay or Alkane, as applicable, taken as a whole, relative to comparable entities operating in the industry and jurisdictions in which they operate, and references in certain sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretative for purposes of determining whether a Material Adverse Effect has occurred;

"**Material Contract**" means, in respect of any Party, any Contract:

(a) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect on such Party;

(b) under which such Party or any of its subsidiaries has directly or indirectly guaranteed any liabilities or obligations of a third party in excess of A$4,000,000 in the aggregate;

(c) relating to indebtedness for borrowed money, whether incurred, assumed, guaranteed or secured by any asset, with an outstanding principal amount in excess of A$4,000,000;

(d) restricting the incurrence of indebtedness by such Party or any of its subsidiaries (including by requiring the granting of an equal and rateable Lien) or the incurrence of any Liens on any properties or assets of such Party or any of its subsidiaries, or restricting the payment of dividends by such Party;

(e) under which the Party or any of its subsidiaries is obligated to make or expects to receive payments in excess of A$4,000,000 over the remaining term (except for any indefinite term Contract with any Employee or Independent Contractor);

(f) providing for the establishment, organization or formation of any joint venture, limited liability company, partnership, royalty or stream interest;

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(g) relating to any future offering or issuance of securities of such Party;

(h) that creates an exclusive dealing arrangement or right of first offer or refusal;

(i) that is a Collective Agreement;

(j) with a Governmental Entity;

(k) with any Employee or any Independent Contractor providing for any change of control or retention payment in excess of A$500,000;

(l) with any Employee or any Independent Contractor whose annual base compensation is in excess of A$250,000;

(m) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds A$10,000,000;

(n) that limits or restricts (i) the ability of such Party or any of its subsidiaries to engage in any line of business or carry on business in any geographic area, or (ii) the scope of persons to whom such Party or any of its subsidiaries may sell products or deliver services;

(o) that is a shareholder or stockholder agreement, registration rights agreement, voting trust or similar agreement, arrangement or commitment with respect to any shares or other equity interests of such Party or any of its subsidiaries or any other Contract relating to disposition, voting or dividends with respect to any shares or other equity securities of such Party or its subsidiaries;

(p) such Party has filed with the Securities Authorities as a material contract in accordance with applicable Securities Laws;

(q) with any overlapping tenement holder that governs or relates to the coordination of operations on or access to the area of any Alkane Mineral Rights or the Mandalay Mineral Rights, as applicable; or

(r) that is otherwise material to such Party and its subsidiaries, considered as a whole;

"**material fact**" has the meaning ascribed to such term in the Securities Act;

"**MI 61-101**" means Multilateral Instrument 61-101 — *Protection of Minority Security Holders in Special Transactions*;

"**Misrepresentation**" has the meaning ascribed to such term in the Securities Act;

"**Modern Award**" has the meaning ascribed to such term in section 12 of the *Fair Work Act 2009* (Cth);

"**Order**" means all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations, awards, decrees, stipulations or similar actions taken or entered by or with, or applied by, any Governmental Entity (in each case, whether temporary, preliminary or permanent);

"**ordinary course of business**", "**ordinary course of business consistent with past practice**", or any similar reference, means, with respect to an action taken by a person, that such action is consistent with the

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past practices of such person and is taken in the ordinary course of the normal day-to-day business and operations of such person;

"**OSC**" means the Ontario Securities Commission;

"**Outside Date**" means August 30, 2025, or such later date as may be agreed to in writing by the Parties; provided that if the Effective Date has not occurred by August 30, 2025 as a result of the failure to obtain any of the Key Regulatory Approvals, then either Mandalay or Alkane may elect by notice in writing delivered prior to August 30, 2025, to extend such date from time to time by a specified period of not less than 15 days if the Party so extending the Outside Date reasonably believes that the Key Regulatory Approvals (as applicable) are capable of being obtained prior to the Outside Date, as it may be so extended, and provided that in aggregate such extensions shall not exceed 45 days from August 30, 2025;

"**Party**" means either Mandalay, Alkane or Acquireco as the case may be, and "Parties" means all of them, collectively;

"**Permit**" means with respect to any person, any lease, license, permit, certificate, consent, order, grant, approval, classification, registration, exemption, clearance or other authorization of and from any Governmental Entity that is binding upon or applicable to such person;

"**Permitted Liens**" means any one or more of the following:

(a) Liens for Taxes which are not delinquent or that are being contested in good faith and that have been adequately reserved on the Party's financial statements;

(b) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of the assets, provided that such Liens are related to obligations not due or delinquent, are not registered against title to any assets and in respect of which adequate holdbacks are being maintained as required by applicable Law;

(c) the right reserved to or vested in any Governmental Entity by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of a Party or any of its subsidiaries, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance;

(d) easements, rights of way, zoning ordinances, restrictive covenants, servitudes and other similar land use and, environmental regulations and rights in real property, as applicable, which are not, individually or in the aggregate, material in amount or effect on the business of Mandalay or Alkane, as applicable;

(e) Royalty Agreements in respect of mineral properties as made available in the Mandalay Data Room or Alkane Data Room;

(f) Liens listed and described in Section 1.1 of the Mandalay Disclosure Letter or Section 1.1 of the Alkane Disclosure Letter; and

(g) such other imperfections of title or Liens as do not, in each case or in the aggregate, materially affect the use or, occupancy or utility of the properties or assets subject thereto or affected thereby, materially adversely detract from the value of or properties or assets subject thereto or affected thereby, or otherwise materially impair business operations at such properties.

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"**person**" includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

"**Personal Information**" means (i) all information identifying, or that alone or in combination with other information identifies, or allows for the identification of, an individual; or (ii) any information that is defined as "personal information," "personal data," "personally identifiable information," "individually identifiable health information," "protected health information," "personal information" or words of similar import under any applicable data security and privacy Laws;

"**Plan of Arrangement**" means the plan of arrangement, substantially in the form of Schedule "A" hereto, and any amendments or variations thereto made in accordance with Section 8.3 hereof or the Plan of Arrangement or at the direction of the Court and agreed to in writing by both Mandalay and Alkane, each acting reasonably;

"**Pre-Closing Reorganization**" has the meaning ascribed to such term in Section 5.6(a);

"**Privacy Laws**" means any applicable Laws to which the Alkane, Mandalay or their respective subsidiaries are bound, in each case relating to the Processing of Personal Information, privacy, data security, anti-spam, commercial electronic communications, telephone and other telecommunications, or similar subject matter, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) and CASL;

"**Proceeding**" means any suit, claim, action, charge, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, assessment, enquiry, investigation or other proceeding commenced, brought, conducted or heard by or before, any Governmental Entity;

"**Processing**" means any operation or set of operations that is performed upon Personal Information, whether or not by automatic means, such as collecting, using, accessing, recording, reproducing, organization, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, evaluation or control, modification, blocking, restriction, erasure or destruction, de-identification, anonymization, or classification, and including all "processing" as defined in any Privacy Laws;

"**Qualified Person**" shall have the meaning ascribed to such term in National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

"**Recipient**" has the meaning specified in the definition of Transferred Information;

"**Registrar**" means the Registrar of Companies under the BCBCA;

"**Regulatory Approval**" means any sanctions, rulings, consents, authorizations, clearances, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an order prohibiting closing being made) required from any Governmental Entity to proceed with the Arrangement and the transactions contemplated hereby, including the Key Regulatory Approvals;

"**Release**" means any sudden, intermittent or gradual release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial,

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abandonment, seepage, placement or introduction of a Hazardous Substance, whether accidental or intentional, into or through the environment, or any other action, event, occurrence or circumstance that constitutes a "Release" pursuant to any applicable Environmental Law;

"**Relevant Mandalay Shareholder**" means each holder of Mandalay Shares who will, directly or indirectly, own or control 10% or more of the voting securities of Alkane following the Arrangement;

"**Representatives**" has the meaning ascribed to such term in Section 7.2(a);

"**Royalty Agreement**" means a Contract creating any royalties, streaming interests, profit interests, net profits interests, overriding royalty interests or similar rights or other agreements providing for the payment of consideration measured, quantified or calculated based on, in whole or in part, any minerals produced, mined, recovered and extracted from any Mandalay Mineral Rights or Alkane Mineral Rights, as the case may be;

"**Section 3(a)(10) Exemption**" means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof with respect to the issuance and distribution of the Consideration;

"**Securities Act**" means the *Securities Act* (Ontario) and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Securities Authorities**" means, in respect of Alkane, ASIC and, in respect of Mandalay, the applicable securities commissions and other securities regulatory authorities in each of the provinces and territories of Canada in which Mandalay is a reporting issuer;

"**Securities Laws**" means the Securities Act, together with all other applicable provincial and territorial securities laws, rules and regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time, and applicable securities laws in Australia and the respective regulations or rules made thereunder, together with all applicable published policy statements, orders, rulings, notices and interpretation notes of the ASIC;

"**SEDAR+**" means the System for Electronic Data Analysis and Retrieval + described in National Instrument 13-103 – *System for Electronic Data Analysis and Retrieval* and available for public view at www.sedarplus.ca;

"**Share Issuance Resolution**" means the ordinary resolution(s) put to the Alkane Shareholders at the Alkane Meeting: (i) approving the issuance of the Consideration to the Mandalay Shareholders pursuant to the terms of the Arrangement, and (ii) to the extent required by ASX, approving the transaction contemplated under this Agreement and the Plan of Arrangement for the purposes of ASX Listing Rule 11.1.2;

"**Solicited Party**" has the meaning ascribed to such term in Section 7.2(c);

"**Statutory Plans**" means statutory benefit plans which Alkane, Mandalay and any their respective subsidiaries are required to participate in or comply with, including the Canada Pension Plan, Quebec Pension Plan and any other benefit plan administered by any federal or provincial Governmental Entity and any benefit plans administered pursuant to applicable health, Tax, workers' compensation or workplace safety and insurance, and employment insurance Laws;

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"**subsidiary**" means, with respect to a specified body corporate, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified body corporate and shall include any body corporate, partnership, joint venture or other entity over which such specified body corporate exercises direction or control or which is in a like relation to a subsidiary;

"**Superannuation Guarantee Charge**" means a charge levied against an employer for failing to make the minimum level of contributions to complying superannuation funds by the relevant due date on behalf of its employees prescribed by the Superannuation Guarantee (Administration) Act 1992;

"**Superior Proposal**" means any unsolicited *bona fide* Acquisition Proposal made in writing by a third party or third parties acting jointly or in concert with one another, all of whom deal at arm's length to Alkane or Mandalay, as the case may be, on or after the date hereof, to acquire not less than: (i) all of the outstanding voting or equity securities of Alkane or Mandalay not already owned by such person or group of persons, or (ii) all or substantially all of the assets of Alkane and its subsidiaries or Mandalay and its subsidiaries, as the case may be, on a consolidated basis, that in the good faith determination of the Alkane Board or the Mandalay Board, as applicable, after receipt of advice from its outside financial advisor and legal counsel:

(a) complies with all applicable Laws and did not result from a breach of Section 7.2 of this Agreement, by the receiving party or its Representatives;

(b) is capable of being completed in accordance with its terms without undue delay, taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the third party or parties making such Acquisition Proposal;

(c) is not subject to any financing condition and in respect of which adequate arrangements have been made to complete any financing required to complete such Acquisition Proposal to the satisfaction of the Alkane Board or Mandalay Board, as applicable, acting in good faith;

(d) is not subject to a due diligence or access condition;

(e) in the case of a transaction that involves the acquisition of Alkane Shares or Mandalay Shares, is made available to all Alkane Shareholders or Mandalay Shareholders, as the case may be, on the same terms and conditions;

(f) failure to recommend such Acquisition Proposal to Alkane Shareholders or Mandalay Shareholders, as the case may be, would be inconsistent with the Alkane Board's fiduciary duties or the Mandalay Board's fiduciary duties, respectively; and

(g) taking into account all of the terms and conditions of such Acquisition Proposal, if consummated in accordance with its terms (but not assuming away any risk of non-completion), would result in a transaction more favourable to its shareholders, taken as a whole, from a financial point of view, than the Arrangement (after taking into account any adjustment to the terms and conditions of the Arrangement proposed by the other Party pursuant to Section 7.3(b) of this Agreement);

"**Swedish FDI Act**" means the Swedish Screening of Foreign Direct Investments Act (2023:560);

"**Swedish FDI Application**" has the meaning ascribed to such term in Section 5.11(a)(i);

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"**Swedish FDI Approval**" means the approval of the Arrangement by the ISP pursuant to the Swedish FDI Act;

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time;

"**Tax Returns**" means returns, reports, declarations, elections, designations, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required by a Governmental Entity to be made, prepared or filed by Law in respect of Taxes;

"**Taxes**" mean any and all taxes, imposts, levies, withholdings, duties, fees, premiums, assessments and other charges of any kind, however denominated and instalments in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Entity, including for greater certainty all income or profits taxes (including Canadian federal, provincial and territorial income taxes), payroll and employee withholding taxes, employment taxes, unemployment insurance, disability taxes, social insurance taxes, sales and use taxes, ad valorem taxes, excise taxes, goods and services taxes, harmonized sales taxes, franchise taxes, gross receipts taxes, capital taxes, business license taxes, mining royalties, alternative minimum taxes, estimated taxes, abandoned or unclaimed (escheat) taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, severance taxes, workers' compensation, Canada and other government pension plan premiums or contributions and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which a Party or any of its subsidiaries is required to pay, withhold or collect, together with any interest, penalties or other additions to tax that may become payable in respect of such taxes, and any interest in respect of such interest, penalties and additions whether disputed or not;

"**Terminating Party**" has the meaning ascribed to such term in Section 7.3(a);

"**Termination Fee**" has the meaning ascribed to such term in Section 7.4(e)(i);

"**Transferred Information**" means the Personal Information (namely, information about an identifiable individual other than their business contact information when used or disclosed for the purpose of contacting such individual in that individual's capacity as an employee or an official of an organization and for no other purpose) to be disclosed or conveyed to one Party or any of its representatives or agents (a "**Recipient**") by or on behalf of another Party (a "**Disclosing Party**") as a result of or in conjunction with the transactions contemplated hereby, and includes all such Personal Information disclosed to the Recipient by a Disclosing Party prior to the execution of this Arrangement;

"**Treasurer**" means the Treasurer of the Commonwealth of Australia;

"**TSX**" means the Toronto Stock Exchange;

"**United States**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated hereunder;

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"**U.S. Tax Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Voting Debt**" has the meaning ascribed thereto in Section 9(b) of Schedule "C"; and

"**Willful Breach**" of any representation, warranty or covenant of a Party means that, as applicable, the breaching Party (a) had actual knowledge that a representation or warranty of the Party was materially false when made, or (b) as to a covenant herein, directed or allowed the applicable Party to take an action, fail to take an action or permit an action to be taken or occur that the applicable Party knew at such time constituted a material breach of a covenant herein by such Party.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections, subsections, paragraphs and Schedules, and the insertion of a table of contents and headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Agreement.

1.3 Number and Gender

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.4 Certain Phrases and References, etc.

The words: (i) "including", "includes" and "include" mean "including (or includes or include) without limitation"; (ii) "or" is not exclusive; (iii) "day" means "calendar day"; (iv) "hereof", "herein", "hereunder" and words of similar import, shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (v) "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of"; (vi) "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if"; and (vii) unless stated otherwise, "Article" or "Section" followed by a number or letter mean and refer to the specified Article or Section of this Agreement. The term "made available" means: (i) copies of the subject materials were included in the Mandalay Data Room or Alkane Data Room, as applicable, as of 6:00 p.m. (Toronto time) on April 25, 2025 or; (ii) copies of the subject materials were provided to Representatives of the other Party directly prior to the date hereof. The term "Agreement" and any reference in this Agreement to this Agreement or any other agreement, document or other instrument includes, and is a reference to, this Agreement or such other agreement, document or other instrument as it may have been, or may from time to time be, amended, restated, replaced, modified, supplemented or novated and includes all schedules, exhibits, appendixes or attachments thereto or incorporated by reference therein. Any reference to a Person includes its heirs, administrators, executors, legal representatives, successors and permitted assigns, as applicable.

1.5 Capitalized Terms

All capitalized terms used in any Schedule or in either of the Mandalay Disclosure Letter or the Alkane Disclosure Letter have the meanings ascribed to them in this Agreement.

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1.6 Date for Any Action

If the date on which any action is required or permitted to be taken hereunder by a Party is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

1.7 Time References

References to time are to local time, Toronto, Ontario. When computing any time period in this Agreement, the day marking the commencement of the time period shall be excluded but the day of the deadline or expiry of the time period shall be included.

1.8 Statutes

Any reference to a statute refers to such statute and all rules and regulations made or promulgated under it, as it or they may have been or may from time to time be amended, consolidated, replaced or re-enacted, unless stated otherwise.

1.9 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and "$" refers to Canadian dollars. All references to "Australian Dollars" or "A$" mean the lawful money of Australia.

1.10 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS, consistently applied.

1.11 Knowledge

In this Agreement, references to "the knowledge of Mandalay" means the actual knowledge of Frazer Bourchier (President and Chief Executive Officer), Hashim Ahmed (Executive Vice President and Chief Financial Officer), Scott Trebilcock (Executive Vice President and Chief Development Officer) and Ryan Austerberry (Chief Operating Officer), after making reasonable inquiries of such persons as would reasonably be expected to have actual knowledge of the matters that are the subject of the representations and warranties, and references to "the knowledge of Alkane" means the actual knowledge of Nic Earner (Managing Director), Ian Chalmers (Technical Director), James Carter (Chief Financial Officer) and Brendan Ward (General Manager, Legal & Commercial) after making reasonable inquiries of such persons as would reasonably be expected to have actual knowledge of the matters that are the subject of the representations and warranties.

1.12 Consent

If any provision requires approval or consent of a Party and such approval or consent is not delivered within the specified time limit, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

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1.13 Subsidiaries

To the extent any covenants or agreements relate, directly or indirectly, to a subsidiary of either Mandalay or Alkane, each such provision shall be construed as a covenant by Mandalay or Alkane, as the case may be, to cause (to the fullest extent to which it is legally capable) such subsidiary to perform the required action.

1.14 Schedules

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof:

Schedule "A" - Plan of Arrangement
Schedule "B" - Arrangement Resolution
Schedule "C" - Representations and Warranties of Mandalay
Schedule "D" - Representations and Warranties of Alkane and Acquireco
Schedule "E" - Mandalay Locked-up Shareholders
Schedule "F" - Alkane Supporting Shareholders

ARTICLE 2
THE ARRANGEMENT AND MEETING

2.1 Arrangement

Mandalay, Alkane and Acquireco agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions contained in this Agreement and the Plan of Arrangement.

2.2 Interim Order

As soon as reasonably practicable following the date of execution of this Agreement, Mandalay shall file, proceed with and diligently pursue an application to the Court for the Interim Order, which shall provide, among other things:

(a) for the class of persons to whom notice is to be provided in respect of the Arrangement and the Mandalay Meeting and the manner in which such notice is to be provided;

(b) confirmation of the record date for the purpose of determining which Mandalay Shareholders are entitled to receive notice of, and to vote at, the Mandalay Meeting;

(c) that the requisite approval for the Arrangement Resolution (the "**Mandalay Shareholder Approval**") shall be:

(i) two thirds of the votes cast on the Arrangement Resolution by the Mandalay Shareholders present in person or by proxy at the Mandalay Meeting; and

(ii) if, and to the extent required, a majority of the votes cast on such resolution by the Mandalay Shareholders present in person or represented by proxy at the Mandalay Meeting excluding for this purpose votes attached to Mandalay Shares held by persons described in items (a) through (d) of section 8.1(2) of MI 61-101;

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(d) for the grant of Dissent Rights to registered holders of the Mandalay Shares as contemplated in the Plan of Arrangement;

(e) that the Mandalay Meeting may be adjourned or postponed from time to time by the management of Mandalay in accordance with the terms of this Agreement or as otherwise agreed to by the Parties without the need for additional approval of the Court;

(f) that the record date for the Mandalay Shareholders entitled to receive notice of and to vote at the Mandalay Meeting will not change in respect of any adjournment(s) or postponement(s) of the Mandalay Meeting, unless required by the Court or by Law;

(g) that the Parties intend to rely upon the Section 3(a)(10) Exemption, subject to and conditioned on the Court's determination that the Arrangement is substantively and procedurally fair to the Mandalay Shareholders, with respect to the issuance and distribution of the Consideration pursuant to the Arrangement, to implement the transactions contemplated hereby in respect of the Mandalay Shareholders;

(h) that each Mandalay Shareholder and any other affected person shall have the right to appear before the Court at the hearing of the Court to approve the application for the Final Order so long as they enter a response within a specified reasonable time;

(i) that in all other respects, the terms, conditions and restrictions of Mandalay's Constating Documents, including quorum requirements and other matters, shall apply in respect of the Mandalay Meeting;

(j) that the deadline for the submission of proxies by Mandalay Shareholders for the Mandalay Meeting shall be 48 hours (excluding Saturdays, Sundays and statutory holidays in Toronto, Ontario) prior to the time of the Mandalay Meeting, subject to waiver by Mandalay in accordance with the terms of this Agreement;

(k) that, subject to the discretion of the Court, the Mandalay Meeting may be held as a virtual or hybrid meeting, and that the Mandalay Shareholders that participate in the Mandalay Meeting through virtual means, if applicable, will be deemed to be present at the Mandalay Meeting;

(l) for the notice requirements with respect to the presentation of the application to the Court for the Final Order; and

(m) for such other matters as Mandalay and Alkane may reasonably require, as the case may be, subject to obtaining the prior consent of the other Party, such consent not to be unreasonably conditioned, withheld or delayed.

2.3 Mandalay Meeting

Subject to receipt of the Interim Order and the terms of this Agreement:

(a) Mandalay agrees to convene and conduct the Mandalay Meeting as soon as practicable following the date hereof, in accordance with the Interim Order, Mandalay's Constating Documents and applicable Laws for the purpose of considering the Arrangement Resolution and for any other proper purpose as may be set out in the Mandalay Circular and agreed to by Alkane, acting reasonably, and not adjourn, postpone or cancel (or

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propose the adjournment, postponement or cancellation of) the Mandalay Meeting without the prior written consent of Alkane (such consent not to be unreasonably withheld, conditioned or delayed), except;

(i) in the case of an adjournment, as required for quorum purposes, by Law or by a Governmental Entity;

(ii) in the case of an adjournment, if legally required by a valid Mandalay Shareholder action (which action is not solicited or proposed by Mandalay or the Mandalay Board and subject to compliance by Mandalay with Section 7.2); or

(iii) as required or permitted under Section 7.1(d) or Section 7.3(e);

(b) Mandalay agrees to consult with Alkane in fixing the date of the Mandalay Meeting, promptly give notice to Alkane of the Mandalay Meeting and allow Alkane's Representatives (including its legal counsel) to attend the Mandalay Meeting;

(c) Unless the Mandalay Board has made a Change in Recommendation, Mandalay will use its commercially reasonable efforts to solicit proxies in favour of the approval of the Arrangement Resolution and against any resolution submitted by any Mandalay Shareholder that is inconsistent with the Arrangement Resolution, and Mandalay may at Mandalay's expense, retain and use the services of proxy solicitation services firms to solicit proxies in favour of the approval of the Arrangement Resolution and against any resolution submitted by any Mandalay Shareholder that is inconsistent with the Arrangement Resolution;

(d) Mandalay will provide Alkane with copies of or access to information regarding the Mandalay Meeting generated by Mandalay's transfer agent or any proxy solicitation services firm, as reasonably requested from time to time by Alkane, and instruct any proxy solicitation services firm retained by Mandalay to report to Alkane concurrently with their reports to Mandalay;

(e) Mandalay will advise Alkane as Alkane may reasonably request, and at least on a daily basis on each of the last five (5) Business Days prior to the date of the Mandalay Meeting, as to the aggregate tally of the proxies (for greater certainty, specifying votes "for" and votes "against" the Arrangement Resolution) by Mandalay in respect of the Arrangement Resolution;

(f) Mandalay will not change the record date for Mandalay Shareholders entitled to vote at the Mandalay Meeting in connection with any adjournment or postponement of the Mandalay Meeting unless required by Law or the Interim Order, or with Alkane's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed;

(g) Mandalay will not without the prior written consent of Alkane, not to be unreasonably withheld, conditioned or delayed, waive the deadline for the submission of proxies by Mandalay Shareholders for the Mandalay Meeting;

(h) Mandalay will promptly advise Alkane of any known communication (written or oral) received from, or claims brought by (or, to the knowledge of Mandalay, threatened to be brought by), any person in opposition to the Arrangement and/or any purported exercise or withdrawal of Dissent Rights by Mandalay Shareholders and, subject to Law, cooperate

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and provide Alkane with (i) an opportunity to review and comment upon in advance any written communications to be sent by or on behalf of Mandalay to any such person, (ii) a copy of any such written communication and (iii) the opportunity to participate with Mandalay in any discussions, negotiations or Proceedings with or including any such persons. This Section 2.3(h) shall not apply in respect of a Superior Proposal, for which Section 7.2 shall apply;

(i) Mandalay agrees to not settle, compromise or make any payment with respect to, or agree to settle, compromise or make any payment with respect to, any exercise or purported exercise of Dissent Rights without the prior written consent of Alkane, such consent not to be unreasonably withheld, conditioned or delayed;

(j) Mandalay shall not waive any failure by any holder of Mandalay Shares to timely deliver a notice of exercise of Dissent Rights, make any payment or settlement offer, or agree to any payment or settlement prior to the Effective Time with respect to Dissent Rights without the prior written consent of Alkane; and

(k) at the reasonable request of Alkane from time to time, provide Alkane with a list of (i) the registered Mandalay Shareholders, together with their addresses and respective holdings of Mandalay Shares, (ii) the names, addresses and holdings of all persons having rights issued by Mandalay to acquire Mandalay Shares including the holders of Mandalay DSUs, Mandalay PSUs, Mandalay RSUs and Mandalay Options, and (iii) participants and book-based nominee registrants such as CDS & Co. and CEDE & Co., and non-objecting beneficial owners of Mandalay Shares, together with their addresses and respective holdings of Mandalay Shares, all as can be reasonably obtained by Mandalay using the procedures set forth under Securities Laws. Mandalay shall from time to time require that its registrar and transfer agent furnish Alkane with such additional information, including updated or additional lists of Mandalay Shareholders, and lists of securities positions and other assistance as Alkane may reasonably request in order to be able to communicate with respect to the Arrangement with the Mandalay Shareholders and with such other persons as are entitled to vote on the Arrangement Resolution.

2.4 Mandalay Circular

(a) Mandalay shall prepare the Mandalay Circular in compliance with applicable Securities Laws and file the Mandalay Circular as soon as practicable after obtaining the Interim Order in all jurisdictions where the same is required to be filed and mail the same as required by the Interim Order and in accordance with all applicable Laws, in all jurisdictions where the same is required, complying in all material respects with all applicable Laws on the date of mailing thereof.

(b) At the time of mailing thereof, Mandalay shall ensure that the Mandalay Circular complies in all material respects with the Interim Order and all applicable Laws, and, without limiting the generality of the foregoing, that the Mandalay Circular provides Mandalay Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters to be placed before them at the Mandalay Meeting. Mandalay shall also ensure that the Mandalay Circular does not contain, at the time of mailing thereof, any Misrepresentation (other than in respect of any written information with respect to Alkane that is furnished in writing by or on behalf of Alkane for inclusion in the Mandalay Circular) and shall, to Mandalay's knowledge, constitute full, true and plain disclosure of all material facts concerning Mandalay (other than in respect of any

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written information with respect to Alkane that is furnished in writing by or on behalf of Alkane for inclusion in the Mandalay Circular).

(c) Without limiting the generality of Section 2.4(b), the Mandalay Circular must include: (i) a summary and copies of the Mandalay Fairness Opinions, (ii) a statement that the Mandalay Board has received the Mandalay Fairness Opinions and has, after receiving advice from its financial advisors and outside legal counsel, unanimously determined that the Arrangement Resolution is in the best interests of Mandalay and is fair to the Mandalay Shareholders and that the Mandalay Board unanimously recommends that the Mandalay Shareholders vote in favour of the Arrangement Resolution (the "**Mandalay Board Recommendation**"), (iii) a statement that each director and senior officer of Mandalay has entered into a Mandalay Voting and Lock-up Agreement pursuant to which such director or officer has agreed to vote all of his or her Mandalay Shares in favour of the Arrangement Resolution; and (iv) a statement that the other Mandalay Locked-up Shareholders have entered into the Mandalay Voting and Lock-up Agreements pursuant to which the Mandalay Locked-up Shareholders have agreed to vote all of their Mandalay Shares in favour of the Arrangement Resolution.

(d) Alkane shall furnish in writing to Mandalay all such information regarding Alkane and Acquireco, its affiliates and the Alkane Shares, as may be reasonably requested by Mandalay (including financial statements of Alkane prepared in accordance with AIFRS in order for Mandalay to prepare any required pro forma financial statements, current technical reports prepared in accordance with NI 43-101 in respect of Alkane's Tomingley Gold Project and its Northern Molong Porphyry Project, and other information required by Section 14.2 of Form 51-102F5 and applicable Laws and the Interim Order for inclusion in the Mandalay Circular, if applicable) in the preparation and filing of the Mandalay Circular and other documents related thereto. Alkane shall also use commercially reasonable efforts to obtain any necessary consents from Qualified Persons and its auditors to the use of any financial or technical information required to be included in the Mandalay Circular. Alkane shall ensure that, to Alkane's knowledge, no such information furnished in writing by Alkane or its Representatives to Mandalay will include any Misrepresentation and shall, to Alkane's knowledge, constitute full, true and plain disclosure of all material facts concerning Alkane, Acquireco and the Alkane Shares to be delivered to the Mandalay Shareholders as the Consideration.

(e) Mandalay shall give Alkane and its outside legal counsel a reasonable opportunity to review and comment on the Mandalay Circular, prior to the Mandalay Circular being printed and mailed to the Mandalay Shareholders and filed with the Securities Authorities, and reasonable consideration shall be given to any comments made by Alkane and its outside legal counsel, provided that all information relating solely to Alkane and Acquireco included in the Mandalay Circular must be in form and content satisfactory to Alkane. Mandalay shall provide Alkane with a final copy of the Mandalay Circular prior to mailing to the Mandalay Shareholders.

(f) Mandalay and Alkane shall each promptly notify the other if at any time before the Effective Date it becomes aware (in the case of Mandalay only with respect to information regarding Mandalay and in the case of Alkane only with respect to information regarding Alkane and Acquireco) that the Mandalay Circular contains a Misrepresentation, or that otherwise requires an amendment or supplement to the Mandalay Circular, and the Parties shall cooperate in the preparation of any amendment or supplement to the Mandalay Circular, as required or appropriate, and Mandalay shall promptly mail or otherwise

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publicly disseminate any amendment or supplement to the Mandalay Circular to the Mandalay Shareholders and, if required by the Court or applicable Laws, file the same with the Securities Authorities and as otherwise required.

(g) Mandalay shall use its commercially reasonable efforts to obtain any necessary consents from any of its advisors to the use of any expert information required to be included in the Mandalay Circular and to the identification in the Mandalay Circular of each such advisor.

(h) Mandalay shall promptly notify Alkane upon the receipt of any correspondence with respect to the Mandalay Circular or the Arrangement, whether written or oral, from any Securities Authority or the staff of a Securities Authority with respect to the Mandalay Circular or the Arrangement or any request from any Securities Authority or the staff of a Securities Authority for information related to the Mandalay Circular or the Arrangement or amendments or supplements to the Mandalay Circular, and shall promptly provide Alkane with copies of all correspondence between Mandalay and its Representatives, on the one hand, and the Securities Authority or the staff of the Securities Authority, on the other hand. Mandalay shall use its commercially reasonable efforts to respond promptly to any correspondence with respect to the Mandalay Circular or the Arrangement from any Securities Authority or the staff of a Securities Authority with respect to the Mandalay Circular or the Arrangement, and Mandalay shall consult with and give reasonable consideration to recommendations provided by Alkane and its outside legal counsel prior to submitting to the Securities Authority or the staff of the Securities Authority any response to any such correspondence. In connection with the filing of the Mandalay Circular or the dissemination thereof to the Mandalay Shareholders, or submitting to any Securities Authority or the staff of a Securities Authority any response to any correspondence of any Securities Authority or the staff of the Securities Authority with respect thereto, Mandalay shall provide Alkane and its outside legal counsel a reasonable opportunity to review and comment on such document, responses and/or proposed disclosures and Mandalay shall give reasonable and due consideration to any reasonable comments of Alkane and/or its outside legal counsel prior to such filing, dissemination or submission.

2.5 Final Order

Mandalay shall take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order as soon as reasonably practicable, but in any event not later than five (5) Business Days after the Arrangement Resolution is passed at the Mandalay Meeting as provided for in the Interim Order.

2.6 Court Proceedings

In connection with all Proceedings relating to obtaining the Interim Order and the Final Order, Mandalay shall, subject to the terms of this Agreement:

(a) diligently pursue, and cooperate with Alkane in diligently pursuing, the Interim Order and the Final Order;

(b) provide Alkane and its outside legal counsel with a reasonable opportunity to review and comment upon drafts of all material to be filed with, or submitted to, the Court or any Governmental Entity in connection with the Arrangement, including drafts of the motion for Interim Order and Final Order, affidavits, Interim Order and Final Order, and give

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reasonable consideration to all such comments of Alkane and its outside legal counsel, provided that all information relating to Alkane included in such materials shall be in a form and substance satisfactory to Alkane, acting reasonably;

(c) provide to Alkane and its outside legal counsel, on a timely basis, copies of any notice of appearance, evidence or other documents served on Mandalay or its outside legal counsel in respect of the application for the Interim Order or the Final Order or any appeal from them, and any notice, written or oral, indicating the intention of any person to appeal, or oppose the granting of, the Interim Order or the Final Order;

(d) ensure that all material filed with the Court in connection with the Arrangement is consistent in all material respects with the terms of this Agreement and the Plan of Arrangement;

(e) not file any material with the Court in connection with the Arrangement or serve any such material, or agree to modify or amend any material so filed or served, except as contemplated by this Agreement or with Alkane's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, provided that Alkane is not required to agree or consent to any increase in or variation in the form of the Consideration or other modification or amendment to such filed or served materials that expands or increases Alkane's obligations, or diminishes or limits Alkane's rights, set forth in any such filed or served materials or under this Agreement, the Arrangement, or the Mandalay Voting and Lock-up Agreements;

(f) oppose any proposal from any person that the Final Order contain any provision inconsistent with this Agreement and consult with Alkane with respect to the defense or settlement of any Mandalay Shareholder or derivative Proceeding and shall not settle in respect of any such Proceeding without Alkane's prior written consent;

(g) not unreasonably object to outside legal counsel to Alkane making such submissions on the application for the Interim Order and the application for the Final Order as such counsel considers appropriate, acting reasonably, provided that such submissions are consistent with this Agreement and the Plan of Arrangement, and further provided that Alkane's outside legal counsel advises Mandalay's outside legal counsel of the nature of such submissions at least the day before the hearing; and

(h) if Mandalay is required by the terms of the Final Order or by Law to return to Court with respect to the Final Order, only do so after notice to, and in consultation and cooperation with, Alkane.

2.7 Effective Date

(a) Mandalay shall file with the Registrar the Final Order and such other documents as may be required in order to effect the Arrangement within three (3) Business Days of the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of the conditions set out in Article 6 (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), unless another time or date is agreed to in writing by the Parties.

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(b) The closing of the transactions contemplated by this Agreement will take place (i) by remote communication and by the exchange of documents by electronic transmission or (ii) as may otherwise be agreed upon by the Parties.

2.8 Payment of Consideration

Alkane will, following receipt of the Final Order and no later than the Business Day prior to the Effective Date determined in accordance with Section 2.7, ensure that the Depositary has been provided in escrow with sufficient Alkane Shares to satisfy the aggregate Consideration to be delivered and paid by Alkane, on behalf of Acquireco, to the Mandalay Shareholders pursuant to the Arrangement.

2.9 Withholding Taxes

(a) Subject to Sections 2.9(b) and 7.4(d), Alkane, Mandalay, Acquireco, the Depositary and their respective agents, as applicable, shall be entitled to deduct and withhold from any Consideration or any other amount payable or otherwise deliverable to any Mandalay Shareholder or any other person under this Agreement and the Plan of Arrangement (including any payment to Mandalay Shareholders who have validly exercised their Dissent Rights, and holders of Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs) such Taxes or other amounts as Alkane, Mandalay, Acquireco, the Depositary or their respective agents, as the case may be, may reasonably determine is required to be deducted or withheld with respect to such payment under the Tax Act, the Income Tax Assessment Act or any provision of Laws in respect of Taxes. For the purposes hereof, all such deducted or withheld amounts shall be treated as having been paid to the person in respect of which such deduction or withholding was made on account of the obligation to make payment to such person hereunder, provided that such deducted or withheld amounts are timely remitted to the appropriate Governmental Entity by or on behalf of Alkane, Mandalay, Acquireco, the Depositary or their respective agents, as the case may be. To the extent that the amount so required to be deducted or withheld from any payment to a Mandalay Shareholder or holder of a Mandalay Option, Mandalay DSU, Mandalay PSU or Mandalay RSU exceeds the cash component, if any, of the amount otherwise payable, subject to prior approval of Alkane, any of Alkane, Mandalay, Acquireco, the Depositary or their respective agents, as the case may be, are hereby authorized to sell or otherwise dispose of such portion of the Consideration issuable as is necessary to provide sufficient funds to Alkane, Mandalay, Acquireco, the Depositary or their respective agents, as the case may be, to enable it to comply with all applicable deduction or withholding requirements, and Alkane, Mandalay, Acquireco, the Depositary or their respective agents, as the case may be, shall remit the applicable portion of the net proceeds of such sale (after deduction of all fees, commissions or costs in respect of such sale) to the appropriate Governmental Entity and shall remit to such Mandalay Shareholder or holder of a Mandalay Option, Mandalay DSU, Mandalay PSU or Mandalay RSU, as the case may be, any unapplied balance of the net proceeds of such sale. Any sale will be made in accordance with applicable Laws and at prevailing market prices and none of Alkane, Mandalay, Acquireco, the Depositary or their respective agents, as the case may be, shall be under any obligation to obtain a particular price, or indemnify any Mandalay Shareholder or holder of a Mandalay Option, Mandalay DSU, Mandalay PSU or Mandalay RSU in respect of a particular price, for the portion of the Consideration so sold.

(b) Despite any provision to the contrary in this Agreement or the Plan of Arrangement:

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(i) Alkane and Acquireco acknowledge and agree that, except as permitted by Section 2.9(b)(ii), they will not, and they shall procure that the Depositary, and their respective agents will not, withhold or deduct any amount on account of Taxes payable pursuant to the Income Tax Assessment Act from any Consideration or any other amount payable or otherwise deliverable to any Mandalay Shareholder (including any payment to Mandalay Shareholders who have validly exercised their Dissent Rights, and holders of Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs) under this Agreement and the Plan of Arrangement to the extent such withholding or deduction is in respect of or in connection with a foreign resident CGT withholding amount payable to the Australian Commissioner of Taxation under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

(ii) If Alkane and Acquireco determine (acting reasonably) that an amount is required to be withheld under Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* (Cth) from the Consideration payable or otherwise deliverable to any Mandalay Shareholder under this Agreement and the Plan of Arrangement, Alkane or Acquireco:

(A) may withhold and remit to the Australian Taxation Office a sum of up to 15% (or some lesser rate expressly approved by the Commissioner of Taxation in writing) of the market value of the Consideration payable or otherwise deliverable to that Mandalay Shareholder ("**CGT Withholding Amount**"); and

(B) is taken to have paid the CGT Withholding Amount to the Mandalay Shareholder for the purposes of this Agreement,

provided that:

(C) Alkane or Acquireco has given Mandalay, at least twenty (20) Business Days prior to the Effective Date, information which is to Mandalay's satisfaction (acting reasonably), which identifies the reasons as to why a liability arises under Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* (Cth), and the basis of the calculation of the CGT Withholding Amount; and

(D) Mandalay has not, at least five (5) Business Days prior to the Effective Date, given information to Alkane or AcquireCo which demonstrates that the CGT Withholding Amount should be nil.

2.10 U.S. Securities Law Matters

The Parties intend that the Arrangement shall be carried out such that the issuance of the Alkane Shares to Mandalay Shareholders in exchange for the Mandalay Shares upon completion of the Arrangement qualifies for the exemption from the registration requirements of the U.S. Securities Act provided by the Section 3(a)(10) Exemption and applicable U.S. state securities (Blue Sky) Laws in reliance upon exemptions under applicable U.S. state securities Laws. Each Party agrees to act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement as set forth in this Section 2.10. In order to ensure the availability of the Section 3(a)(10) Exemption, the Parties agree that the Arrangement will be carried out on the following basis:

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(a) the Arrangement will be subject to the approval of the Court;

(b) the Court will be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption prior to the Court hearing required to issue the Interim Order;

(c) the Court will have to determine, prior to approval of the Arrangement, the substantive and procedural fairness of the Arrangement to the Mandalay Securityholders;

(d) the Court will hold a hearing before approving the procedural and substantive fairness of the terms and conditions of the Arrangement;

(e) the Final Order will expressly state that the Arrangement is approved by the Court as being substantively and procedurally fair to the Mandalay Shareholders to whom Consideration will be issued;

(f) the Parties will ensure that the Mandalay Circular is sent to Mandalay Securityholders, and will provide them with (i) adequate notice advising them of their right to attend the Court hearing and providing them with sufficient information necessary for them to exercise that right; and (ii) advice that the Consideration issuable pursuant to the Arrangement has not been and will not be registered under the U.S. Securities Act and will be issued and delivered to the Mandalay Securityholders in reliance on the Section 3(a)(10) Exemption, and that certain restrictions on resale under the securities laws of the United States, including, as applicable, Rule 144 under the U.S. Securities Act, may be applicable with respect to securities issued to affiliates of Alkane;

(g) the Interim Order will specify that each person entitled to receive Consideration on completion of the Arrangement will have the right to appear before the Court at the Court hearing on the Final Order and in accordance with the requirements of the Section 3(a)(10) Exemption, so long as such person enters an appearance within a reasonable time;

(h) each Mandalay Securityholder will be advised that the Consideration issued pursuant to the Arrangement has not been registered under the U.S. Securities Act and will be issued and delivered to the Mandalay Shareholders in reliance on the Section 3(a)(10) Exemption; and

(i) the Final Order will include a statement to substantially the following effect: "This Order will serve as a basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities of Alkane, pursuant to the Plan of Arrangement."

2.11 Treatment of Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs

(a) Mandalay Options. Notwithstanding any vesting or exercise or other provisions to which a Mandalay Option might otherwise be subject (whether by contract, the conditions of grant, applicable Law or the terms of the applicable Mandalay Plan governing such Mandalay Option), each Mandalay Option outstanding immediately prior to the Effective Time (whether vested or unvested), shall, without any further action by or on behalf of a holder, be fully vested as of immediately prior to the Effective Time and may be conditionally exercised by the holder in accordance with the terms of the applicable Mandalay Plan effective as of immediately prior to the Effective Time, provided that (i) no such Mandalay

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Options will be settled by way of a Cash Election (as defined in the Mandalay Omnibus Plan) and (ii) any Mandalay Options that have not been exercised as of the Effective Time will terminate.

(b) Mandalay PSUs. Mandalay shall take such action as may be required in order to ensure that all Mandalay PSUs shall be fully vested pursuant to the terms of the Mandalay Omnibus Plan, such that all of the Mandalay PSUs will, as of immediately prior to the Effective Time, be redeemed by Mandalay for (i) Mandalay Shares or (ii) cash, based on the closing trading price of the Mandalay Shares on the Business Day immediately prior to the Effective Date, in each case, in accordance with the details set out in Section 2.11(b) of the Mandalay Disclosure Letter.

(c) Mandalay DSUs. Mandalay shall take such action as may be required in order to ensure that all Mandalay DSUs shall be fully vested pursuant to the terms of the Mandalay Omnibus Plan, such that all the Mandalay DSUs will be settled for Mandalay Shares in accordance with the terms of the Plan of Arrangement.

(d) Mandalay RSUs. Mandalay shall take such action as may be required in order to ensure that all Mandalay RSUs shall be fully vested pursuant to the terms of the Mandalay Omnibus Plan, such that all of the Mandalay RSUs will, as of immediately prior to the Effective Time, be redeemed by Mandalay for (i) Mandalay Shares or (ii) cash, based on the closing trading price of the Mandalay Shares on the Business Day immediately prior to the Effective Date, in each case, in accordance with the details set out in Section 2.11(d) of the Mandalay Disclosure Letter.

(e) General. Prior to the Effective Time, the Mandalay Board shall take any actions and adopt any resolutions as are required to effectuate the treatment of the Mandalay equity incentives pursuant to the terms of this Section 2.11. For certainty, all Mandalay Securityholders prior to the Effective Time who acquire Mandalay Shares pursuant to the transactions described in this Section 2.11 shall participate in the Arrangement as Mandalay Shareholders.

(f) Tax Matters. The Parties acknowledge that no deduction will be claimed by Mandalay or any Person not dealing at arm's length with Mandalay in computing the taxable income under the Tax Act of Mandalay or any Person not dealing at arm's length with Mandalay in respect of any payment made (or amount delivered) pursuant to the Arrangement Agreement or Plan of Arrangement in respect of the Mandalay Options to a holder of Mandalay Options who is a resident of Canada or who is employed in Canada for purposes of the Tax Act to the extent that the deduction under paragraph 110(1)(d) of the Tax Act would otherwise be available to such holder of Mandalay Options, and Mandalay and each applicable Person not dealing at arm's length with Mandalay shall: (i) where applicable, make an election pursuant to subsection 110(1.1) of the Tax Act in respect of payments made (or amounts delivered) in exchange for the surrender of Mandalay Options (if any); and (ii) provide evidence in writing of such election as contemplated by the Tax Act, it being understood that holders of Mandalay Options will be entitled to claim any deductions available to such persons pursuant to paragraph 110(1)(d) of the Tax Act in respect of the calculation of any benefit arising from the surrender of Mandalay Options (if any) and that Mandalay will deduct and withhold Taxes from payments (or amount delivered) to such holders of Mandalay Options for the surrender of their Mandalay Options on the basis that such deduction is available. This Section 2.11(f) shall survive the Effective Date and is intended to be for the benefit of, and will be enforceable by, holders of Mandalay Options resident or employed in Canada and their respective heirs, executors, administrators and

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personal representatives and will be binding on Mandalay and its successors and assigns and such rights will be held by Mandalay, and any successor to Mandalay, in trust for such holders of Mandalay Options; provided, however, that no approval of any beneficiary of such trust will be required in connection with any amendment or variation of this Section 2.11(f) prior to the Effective Date.

2.12 Alkane Meeting

Subject to the terms of this Agreement:

(a) Alkane agrees to convene and conduct the Alkane Meeting as soon as practicable following the date hereof, in accordance with Alkane's Constating Documents and applicable Laws for the purpose of considering the Share Issuance Resolution and for any other proper purpose as may be set out in the Alkane Circular, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Alkane Meeting without the prior written consent of Mandalay (such consent not to be unreasonably withheld, conditioned or delayed), except;

(i) in the case of an adjournment, as required for quorum purposes, by Law or by a Governmental Entity;

(ii) in the case of an adjournment, if legally required by a valid Alkane Shareholder action (which action is not solicited or proposed by Alkane or the Alkane Board and subject to compliance by Alkane with Section 7.2); or

(iii) as required or permitted under Section 7.1(d) or Section 7.3(e);

(b) Alkane agrees to give notice to Mandalay of the Alkane Meeting and allow Mandalay's Representatives (including its legal counsel) to attend the Alkane Meeting;

(c) Unless the Alkane Board has made a Change in Recommendation, Alkane will use its commercially reasonable efforts to solicit proxies in favour of the approval of the Share Issuance Resolution and against any resolution submitted by any Alkane Shareholder that is inconsistent with the Share Issuance Resolution, and Alkane may at its own expense, retain and use the services of proxy solicitation services firms to solicit proxies in favour of the approval of the Share Issuance Resolution and against any resolution submitted by any Alkane Shareholder that is inconsistent with the Share Issuance Resolution;

(d) Alkane will provide Mandalay with copies of or access to information regarding the Alkane Meeting generated by Alkane's transfer agent or any proxy solicitation services firm, as reasonably requested from time to time by Mandalay, and instruct any proxy solicitation services firm retained by Alkane to report to Mandalay concurrently with their reports to Alkane;

(e) Alkane will advise Mandalay as Mandalay may reasonably request, and at least on a daily basis on each of the last five (5) Business Days prior to the date of the Alkane Meeting, as to the aggregate tally of the proxies (for greater certainty, specifying votes "for" and votes "against" the Share Issuance Resolution) by Alkane in respect of the Share Issuance Resolution;

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(f) Alkane will not change the record date for Alkane Shareholders entitled to vote at the Alkane Meeting in connection with any adjournment or postponement of the Alkane Meeting unless required by Law, or with Mandalay's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed;

(g) Alkane will not without the prior written consent of Mandalay, not to be unreasonably withheld, conditioned or delayed, waive the deadline for the submission of proxies by Alkane Shareholders for the Alkane Meeting;

(h) Alkane will promptly advise Mandalay of any known communication (written or oral) received from, or claims brought by (or, to the knowledge of Alkane, threatened to be brought by), any Alkane Shareholder in opposition to the Share Issuance Resolution and, subject to Law, cooperate and provide Mandalay with (i) an opportunity to review and comment upon in advance any written communications to be sent by or on behalf of Alkane to any such person, (ii) a copy of any such written communication and (iii) the opportunity to participate with Alkane in any discussions, negotiations or Proceedings with or including any such persons. This Section 2.12(h) shall not apply in respect of a Superior Proposal, for which Section 7.2 shall apply; and

(i) unless this Agreement is validly terminated, Alkane shall continue to take all reasonable steps necessary to hold the Alkane Meeting to obtain the Alkane Shareholder Approval of the Share Issuance Resolution.

2.13 Alkane Circular

(a) Alkane shall prepare the Alkane Circular and such other documents (including documents required by ASX and the Securities Authorities or applicable Law) as may be necessary or desirable to permit Alkane Shareholders to vote on the Share Issuance Resolution, and apply for and obtain ASX (and the Securities Authority, if required) approval of the Alkane Circular as soon as practicable after Mandalay obtains the Interim Order;

(b) Subject to Section 2.13(a), Alkane shall use commercially reasonable efforts to despatch the Alkane Circular to Alkane Shareholders and call for the Alkane Meeting as soon as practicable after Mandalay obtains the Interim Order;

(c) At the time of despatch thereof, Alkane shall ensure that the Alkane Circular complies in all material respects with all applicable Laws, and, without limiting the generality of the foregoing, that the Alkane Circular provides Alkane Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters to be placed before them at the Alkane Meeting.

(d) Without limiting the generality of Section 2.13(c), the Alkane Circular must include: (i) a statement that the Alkane Board has, after receiving advice from its financial advisors and outside legal counsel, unanimously determined that the Share Issuance Resolution is in the best interests of Alkane and that the Alkane Board unanimously recommends that the Alkane Shareholders vote in favour of the Share Issuance Resolution (the "**Alkane Board Recommendation**"); and (ii) a statement that each Alkane Supporting Shareholder has delivered an Alkane Voting Intention Statement pursuant to which such Alkane Supporting Shareholder has stated his or her intention to vote all of his or her Alkane Shares in favour of the Share Issuance Resolution, subject to the terms and conditions thereof.

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(e) Mandalay shall furnish in writing to Alkane all such information regarding Mandalay, its affiliates and the Mandalay Shares, as may be reasonably requested by Alkane (including financial statements of Mandalay prepared in accordance with IFRS in order for Alkane to prepare any required pro forma financial statements and other information required by applicable Laws for inclusion in the Alkane Circular, if applicable) in the preparation of the Alkane Circular and other documents related thereto. Mandalay shall also use commercially reasonable efforts to obtain any necessary consents from Qualified Persons and its auditors to the use of any financial or technical information required to be included in the Alkane Circular. Mandalay shall ensure that, to Mandalay's knowledge, no such information furnished in writing by Mandalay or its Representatives to Alkane will include any Misrepresentation and shall constitute full, true and plain disclosure of all material facts concerning Mandalay.

(f) Alkane shall give Mandalay and its outside legal counsel a reasonable opportunity to review and comment on the Alkane Circular, prior to the Alkane Circular being printed and despatched to the Alkane Shareholders and filed with ASX (and the Securities Authorities, required), and reasonable consideration shall be given to any comments made by Mandalay and its outside legal counsel, provided that all information relating solely to Mandalay included in the Alkane Circular must be in form and content satisfactory to Mandalay. Alkane shall provide Mandalay with a final copy of the Alkane Circular prior to despatching to the Alkane Shareholders.

(g) Alkane and Mandalay shall each promptly notify the other if at any time before the Effective Date it becomes aware (in the case of Alkane only with respect to information regarding Alkane and Acquireco and in the case of Mandalay only with respect to information regarding Mandalay) that the Alkane Circular contains a Misrepresentation, or that otherwise requires an amendment or supplement to the Alkane Circular, and the Parties shall cooperate in the preparation of any amendment or supplement to the Alkane Circular, as required or appropriate, and Alkane shall promptly despatch or otherwise publicly disseminate any amendment or supplement to the Alkane Circular to the Alkane Shareholders and, if required by applicable Laws, file the same with ASX (and the Securities Authority, if required) and as otherwise required.

(h) Alkane shall use its commercially reasonable efforts to obtain any necessary consents from any of its advisors to the use of any expert information required to be included in the Alkane Circular and to the identification in the Alkane Circular of each such advisor.

(i) Alkane shall promptly notify Mandalay upon the receipt of any correspondence with respect to the Alkane Circular or the Arrangement, whether written or oral, from ASX or the Securities Authority or the staff of ASX or the Securities Authority with respect to the Alkane Circular or the Arrangement or any request from ASX or the Securities Authority or the staff of ASX or the Securities Authority for information related to the Alkane Circular or the Arrangement or amendments or supplements to the Alkane Circular, and shall promptly provide Mandalay with copies of all correspondence between Alkane and its Representatives, on the one hand, and the ASX or the Securities Authority or the staff of the ASX or the Securities Authority, on the other hand. Alkane shall use its commercially reasonable efforts to respond promptly to any correspondence with respect to the Alkane Circular or the Arrangement from ASX or the Securities Authority or the staff of the ASX or the Securities Authority with respect to the Alkane Circular or the Arrangement, and Alkane shall consult with and give reasonable consideration to recommendations provided by Mandalay and its outside legal counsel prior to submitting

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to the ASX or the Securities Authority or the staff of the ASX or the Securities Authority any response to any such correspondence. In connection with the filing of the Alkane Circular or the dissemination thereof to the Alkane Shareholders, or submitting to ASX or the Securities Authority (if required) or the staff of the ASX or the Securities Authority any response to any correspondence of the ASX or the Securities Authority or the staff of the ASX or the Securities Authority with respect thereto, Alkane shall provide Mandalay and its outside legal counsel a reasonable opportunity to review and comment on such document, responses and/or proposed disclosures and Alkane shall give reasonable and due consideration to any reasonable comments of Mandalay and/or its outside legal counsel prior to such filing, dissemination or submission.

2.14 Timing of Mandalay Meeting and Alkane Meeting

Alkane and Mandalay shall cooperate and use commercially reasonable efforts to schedule the Mandalay Meeting and Alkane Meeting as reasonably close to the same time as possible and shall consult each other in fixing the date of the Alkane Meeting and Mandalay Meeting.

2.15 Adjustment to Consideration

If, on or after the date of this Agreement, other than pursuant to the Plan of Arrangement, the issued and outstanding Alkane Shares or Mandalay Shares shall have been changed into a different number of shares by reason of any split, consolidation or stock dividend of the issued and outstanding Alkane Shares then the Exchange Ratio shall be appropriately adjusted to provide to Mandalay Shareholders the same economic effect as contemplated by this Agreement and the Plan of Arrangement prior to such action and as so adjusted shall, from and after the date of such event, be the consideration to be paid for each Mandalay Share.

2.16 U.S. Tax Treatment

The Arrangement is intended to qualify as a reorganization within the meaning of Section 368(a) of the U.S. Tax Code, and this Agreement and the Plan of Arrangement are intended to be a "plan of reorganization" within the meaning of the U.S. Treasury Regulations promulgated under Section 368 of the U.S. Tax Code. Each Party hereto shall treat the Arrangement as a reorganization within the meaning of Section 368(a) of the U.S. Tax Code for all U.S. federal income tax purposes, shall treat this Agreement and the Plan of Arrangement as a "plan of reorganization" within the meaning of the U.S. Treasury Regulations promulgated under Section 368 of the U.S. Tax Code, and shall not take any position on any Tax Return or otherwise take any Tax reporting position inconsistent with such treatment, unless otherwise required by applicable Law. Following the Effective Date, the parties will prepare and file in accordance with Treasury Regulations a U.S. Internal Revenue Service Form 8937 with respect to the Arrangement. Each Party hereto shall act in a manner that is consistent with the Parties' intention that the Arrangement be treated as a reorganization within the meaning of Section 368(a) of the U.S. Tax Code for all U.S. federal income tax purposes, and shall not take any action, or knowingly fail to take any action, if such action or failure to act would reasonably be expected to prevent the Arrangement from qualifying as a reorganization.

2.17 Australian CGT Rollover

Neither Alkane or Acquireco will do anything to preclude any Mandalay Shareholder from seeking or obtaining capital gains tax rollover relief under Subdivision 124-M of the Income Tax Assessment Act ("**CGT Rollover**"), to the extent it is otherwise available, and both Alkane and Aquireco will take such steps reasonably requested by any such Mandalay Shareholder to facilitate the obtaining of such CGT

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Rollover. In particular, neither Alkane nor Acquireco will make a choice under subsection 124-795(4) of the Income Tax Assessment Act 1997 such that Mandalay Shareholders could not obtain a roll-over under Subdivision 124-M in respect of the CGT event happening in relation to the exchange of Mandalay Shares.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF MANDALAY

3.1 Representations and Warranties

(a) Except as set forth in the Mandalay Disclosure Letter, Mandalay represents and warrants to Alkane and Acquireco as set forth in Schedule "C" and acknowledges and agrees that Alkane and Acquireco are relying upon such representations and warranties in connection with the entering into of this Agreement.

(b) Alkane acknowledges and agrees that, except as set forth in Schedule "C", neither Mandalay nor any other Person has made or makes any other representation and warranty (written or oral, express or implied, or at Law or in equity), with respect to Mandalay, its subsidiaries, their respective businesses, the past, current or future financial condition of any of their assets, liabilities or operations, their past, current or future profitability or performance, individually or in the aggregate, the accuracy or completeness of any information furnished or made available to the Alkane (or any officer, director, employee, representative (including any financial or other advisor) or agent of Alkane) or any other Person in connection with the transactions contemplated hereby, and any such other representations or warranties are expressly disclaimed. Without limiting the generality of the foregoing, Mandalay expressly disclaims any representation or warranty that is not set forth in this Agreement. Neither Mandalay nor any other Person will have or be subject to any liability to Alkane or any other Person resulting from the distribution or failure to distribute to Alkane, or Alkane's use of, any information, including any information, documents, projections, estimates, forecasts or other materials made available to Alkane in any physical data room, in the Mandalay Data Room or otherwise and maintained by the Mandalay for the purposes of the transactions contemplated by this Agreement or management presentations in expectation of the transactions contemplated by this Agreement, unless and to the extent any such information is expressly included in a representation or warranty contained in Schedule "C".

3.2 Survival of Representations and Warranties

The representations and warranties of Mandalay contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF ALKANE AND ACQUIRECO

4.1 Representations and Warranties

(a) Except as set forth in the Alkane Disclosure Letter, Alkane represents and warrants to Mandalay as set forth in Schedule "D" and acknowledges and agrees that Mandalay is relying upon such representations and warranties in connection with the entering into of this Agreement.

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(b) Mandalay acknowledges and agrees that, except as set forth in Schedule "D", neither Alkane nor any other Person has made or makes any other representation and warranty (written or oral, express or implied, or at Law or in equity), with respect to Alkane, its subsidiaries, their respective businesses, the past, current or future financial condition of any of their assets, liabilities or operations, their past, current or future profitability or performance, individually or in the aggregate, the accuracy or completeness of any information furnished or made available to Mandalay (or any officer, director, employee, representative (including any financial or other advisor) or agent of Mandalay) or any other Person in connection with the transactions contemplated hereby, and any such other representations or warranties are expressly disclaimed. Without limiting the generality of the foregoing, Alkane expressly disclaims any representation or warranty that is not set forth in this Agreement. Neither Alkane nor any other Person will have or be subject to any liability to Mandalay or any other Person resulting from the distribution or failure to distribute to Mandalay, or Mandalay's use of, any information, including any information, documents, projections, estimates, forecasts or other materials made available to Mandalay in any physical data room, in the Alkane Data Room or otherwise and maintained by Alkane for the purposes of the transactions contemplated by this Agreement or management presentations in expectation of the transactions contemplated by this Agreement, unless and to the extent any such information is expressly included in a representation or warranty contained in Schedule "D".

4.2 Survival of Representations and Warranties

The representations and warranties of Alkane contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 5
COVENANTS

5.1 Covenants of Mandalay Regarding the Conduct of Business

(a) Mandalay covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except as required or permitted by this Agreement or the Plan of Arrangement, as set out in the Mandalay Disclosure Letter (which, for greater certainty, do not require the consent of Alkane or Acquireco), as required by applicable Laws or any Governmental Entities, or as consented to by Alkane in writing (such consent not to be unreasonably withheld or delayed), Mandalay shall, and shall cause each of its subsidiaries to:

(i) conduct its business and affairs and maintain its assets, properties and facilities in, and not take any action except in, accordance with Good Mining Practices and where consistent with Good Mining Practices in the ordinary course of business consistent with past practice;

(ii) use commercially reasonable efforts to preserve intact its present business organization, assets, Permits and goodwill, maintain the Mandalay Mineral Rights and its real property interests (including title to, and leasehold interests in respect of, any real property) in good standing, keep available the services of its officers and employees as a group and preserve the current material relationships with

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suppliers, distributors, employees, independent contractors, consultants, customers and others having business relationships with it;

(iii) comply in all material respects with all applicable Laws, including Securities Laws and Tax Laws; and

(iv) keep Alkane fully informed as to material decisions or actions made or required to be made with respect to, and material developments relating to, the operation of its businesses and consult with Alkane, as Alkane may reasonably request, to allow Alkane to monitor and provide input with respect to the direction and control of, any such material decisions or actions or developments.

(b) Without limiting the generality of the foregoing, from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except as required by Law, required or permitted by this Agreement or the Plan of Arrangement, or as set out in the Mandalay Disclosure Letter (which, for greater certainty, do not require the consent of Alkane or Acquireco), Mandalay shall not, nor shall it permit any of its subsidiaries to, directly or indirectly, without the prior written consent of Alkane (which consent shall not be unreasonably withheld or delayed):

(i) amend, restate, rescind, alter, enact or adopt all or any portion of any of Mandalay's Constating Documents or the Constating Documents of any of its subsidiaries;

(ii) issue, sell, pledge, lease, dispose of or encumber, or agree to issue, sell, pledge, lease, dispose of or encumber, any securities of or any securities convertible into securities of Mandalay (other than in connection with the exercise, redemption or conversion, in accordance with their respective terms, of outstanding Mandalay Options, Mandalay DSUs, Mandalay PSUs or Mandalay RSUs) or except as provided for in this Agreement, amend, extend or terminate, or agree to amend, extend or terminate, any of the terms of, or agreements governing, any outstanding securities of Mandalay or right that is linked in any way to the price of any securities of Mandalay;

(iii) split, consolidate or reclassify, or propose to split, consolidate or reclassify, any of its shares or undertake or propose to undertake any other capital reorganization or change in its common shares, any other of its securities or its share capital;

(iv) reduce the stated capital of any of its securities;

(v) make, declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) on, or purchase, redeem, repurchase or otherwise acquire, any securities of Mandalay or any of its subsidiaries;

(vi) create any subsidiary;

(vii) adopt a plan of complete or partial liquidation, arrangement, dissolution, amalgamation, merger, consolidation, restructuring, recapitalization, winding-up or other reorganization of Mandalay or any of its subsidiaries (other than pursuant to this Agreement and the transactions contemplated by this Agreement), or file a petition in bankruptcy under any applicable Law on behalf of Mandalay or any of

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its subsidiaries, or consent to the filing of any bankruptcy petition against Mandalay or any of its subsidiaries under any applicable Law;

(viii) sell, sell and lease back, pledge, licence, lease, sublease, alienate, dispose, swap, transfer or voluntarily lose the right to use, in whole or in part, or otherwise dispose of, or subject to any Lien (other than Permitted Liens), any asset or any interest in any asset, or waive, cancel, release or assign to any person (other than Mandalay or any of its subsidiaries) any material right or claim (including indebtedness owed to Mandalay or any of its subsidiaries), in either case having a value greater than A$4,000,000, except for (A) assets sold, leased, disposed of or otherwise transferred in the ordinary course and that are not, individually or in the aggregate, material to Mandalay or any of its subsidiaries, (B) obsolete, damaged or destroyed assets in the ordinary course of business and that are not, individually or in the aggregate, material to Mandalay or any of its subsidiaries, (C) returns of leased assets at the end of the lease term, (D) transfers of assets between Mandalay and a subsidiary of Mandalay, and (E) as required pursuant to the terms of any Material Contract in effect on the date of this Agreement and set out in the Mandalay Disclosure Letter;

(ix) acquire or agree to acquire (by merger, amalgamation, acquisition of shares or assets or otherwise) any company, partnership or other business organization or division, or incorporate or form, or agree to incorporate or form, any company, partnership or other business organization or make or agree to make any investment either by purchase of shares or securities, contributions of capital, property transfer or purchase of, any property or assets of any other person, company, partnership or other business organization having a value greater than A$4,000,000 in the aggregate;

(x) enter into or agree to the terms of any joint venture or similar agreement, arrangement or relationship;

(xi) make any capital expenditures or commitments other than (A) capital expenditures that are included in the Mandalay Budget, or (B) any other capital expenditures that do not exceed A$4,000,000 in the aggregate per mine site;

(xii) make, rescind or amend any material Tax election, information schedule, return or designation, settle or compromise any material Tax claim, assessment, reassessment or liability, or change any of its methods of reporting income, deductions or accounting for income Tax purposes;

(xiii) take any action inconsistent with past practice relating to the filing of any Tax Return or the withholding, collecting, remitting and payment of any Tax;

(xiv) enter into any Tax sharing, Tax allocation, Tax related waiver or Tax indemnification agreement, or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes;

(xv) fail to pay or cause to be paid all accounts when due or invoices promptly upon receipt, in any way related to the business, operations and assets of Mandalay or any of its subsidiaries, in each case in the ordinary course of business, consistent with past practice;

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(xvi) pay, discharge or satisfy any material claims, liabilities or obligations other than (A) the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against in the Mandalay Financial Statements, (B) as reflected in the Mandalay Budget, (C) any other claims, liabilities, obligations or expenditures that do not exceed A$4,000,000 in the aggregate, or (D) incurred in the ordinary course of business consistent with past practice;

(xvii) waive, release, grant or transfer any rights of value or modify or change in any material respect any existing material licence, lease, Permit, Material Contract or other material document;

(xviii) except as may be required by the terms of any written employment Contract, written consulting Contract, Mandalay Benefit Plan or Collective Agreement existing on the date hereof, (A) enter into or modify any employment, consulting, severance, change of control, retention or similar agreements or arrangements with, grant any salary or fee increases to, or grant or increase any bonuses, severance, termination pay, change of control entitlements, retention bonuses or any other benefit or entitlement to or of, any officers or directors; or (B) in the case of Employees or Independent Contractors who are not officers or directors, take any action other than in the ordinary, regular and usual course of business and consistent with past practice with respect to salary or fee increases or the grant or increase of any bonuses, severance, termination pay, change of control entitlements, retention bonuses or any other benefits or entitlements; provided, however, that: (1) Mandalay shall take such action as may be required in order to ensure that the provisions of Section 2.11 are complied with; (2) Mandalay shall abide by the terms and conditions of any employment agreements and consulting agreements in respect of any person who will no longer be employed or retained by Alkane or Mandalay, as the case may be, after the Arrangement, including with respect to the payments of any severance amounts or change of control payments, if applicable; or (3) if any material amendments or revisions are to be made by Mandalay to the terms and conditions of any employment agreement and consulting agreement, such amendments and revisions shall only be made with the prior written consent of Alkane;

(xix) (A) hire any new employee or any new individual independent contractor, consultant or service provider, or such individual's personal services company, as applicable, of Mandalay or any of its subsidiaries with total annual remuneration exceeding A$250,000 or who will be a director or officer of Mandalay or any of its subsidiaries; (B) promote any Employee or Independent Contractor to an annual base compensation level greater than A$250,000; (C) remove any director or terminate any officer other than for cause; (D) terminate any Employee or Independent Contractor who is not an officer or director without cause, unless such Employee or Independent Contractor has an annual base compensation of less than A$250,000; (E) give notice of termination to Employees that requires the delivery of a group notice of termination to a Governmental Entity; or (F) other than in the ordinary, regular and usual course of business and consistent with past practice, place any Employee on a temporary layoff;

(xx) (A) incur, create, assume or otherwise become liable for any indebtedness, other than: (1) indebtedness under credit cards incurred in the ordinary course of

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business and lines of credit and factoring agreements incurred in the ordinary course of business; (2) as contemplated in the Mandalay Budget; or (3) any other loans or, advances guarantees or other obligations, individually or in the aggregate, in an amount not to exceed A$4,000,000; (B) incur, create, assume or otherwise become liable for any other material liability or obligation, other than in the ordinary course of business; or (C) issue any debt securities, or guarantee, endorse or otherwise become responsible for, the obligations of any other person; or make any loans or advances to any other person, other than loans or advances made by Mandalay to a subsidiary of Mandalay, or by a subsidiary to Mandalay, or pursuant to transactions contemplated in this Agreement;

(xxi) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts, off-take, royalty or similar financial instruments including any streaming transactions;

(xxii) commence, pay, discharge, settle, satisfy, compromise, waive, assign or release any claims, rights, liabilities or obligations relating to any Proceeding or threatened Proceeding (A) by any Governmental Entity; or (B) the settlement of which would result in any relief, other than the payment by Mandalay or any of its subsidiaries of an amount in cash, including debarment, corporate integrity agreements, any undertaking restricting the operations of Mandalay's or any of its subsidiaries' business or the granting of licenses, deferred prosecution agreements, consent decrees, plea agreements or mandatory or permissive exclusion, seizure or detention of product, or notification, repair or replacement; other than the payment, discharge, settlement, or satisfaction of liabilities reflected or reserved against in Mandalay's consolidated annual financial statements, or payment of any fees related to the Arrangement;

(xxiii) enter into or adopt any shareholder rights plan or similar agreement or arrangement;

(xxiv) enter into, modify or terminate or cancel any Collective Agreement, or enter into any Contract that would be a Collective Agreement if in effect on the date hereof or grant recognition to any labour union or similar labour organization for purposes of collective bargaining;

(xxv) engage in any transaction with any senior management Employee, vice-president, director or any of their immediate family members (including spouses) or any related party (within the meaning of MI 61-101), other than (A) expense reimbursements and advances in the ordinary course of business, (B) employment Contracts with Employees hired in accordance with Section 5.1(b)(xix), or (C) transactions between Mandalay and a subsidiary of Mandalay;

(xxvi) prepay any long-term indebtedness before its scheduled maturity;

(xxvii) enter into any agreement or arrangement that would limit or restrict in any material respect Mandalay and the subsidiaries of Mandalay from competing or carrying on any business in any manner;

(xxviii) materially change the business carried on by Mandalay and the subsidiaries of Mandalay, taken as a whole;

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(xxix) enter into or amend any Contract with any broker, finder or investment banker, including any amendment to any Contracts listed in Section 31 of the Mandalay Disclosure Letter;

(xxx) amend any existing material Permit of Mandalay or any of its subsidiaries, or abandon or fail to diligently pursue any application for or renewal of any required material Permit, or take or omit to take any action that would reasonably be expected to lead to the termination of, or imposition of conditions on, any such material Permit of Mandalay or any of its subsidiaries;

(xxxi) conduct any write-off, capitalisation or other action in respect of any intercompany loans and balances between Mandalay and/or between any other wholly owned subsidiary of Mandalay except in the ordinary course of business consistent with past practice or in connection with this Agreement or the transactions contemplated hereby;

(xxxii) take any action that could reasonably be expected to interfere with or be inconsistent with the completion of the Arrangement or the transactions contemplated in this Agreement; or

(xxxiii) authorize, agree, resolve or otherwise commit, whether or not in writing, directly or indirectly, to do any of the foregoing.

(c) Mandalay shall use its commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by Mandalay or any of its subsidiaries, including directors' and officers' insurance, not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductions and providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect; provided that, subject to Section 5.8, none of Mandalay or any of its subsidiaries shall obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months.

(d) Mandalay shall promptly notify Alkane in writing of any circumstance or development that, to the knowledge of Mandalay, has or could reasonably be expected to have a Material Adverse Effect on Mandalay.

(e) Nothing contained in this Agreement shall give Alkane, directly or indirectly, the right to direct or control Mandalay's business and operations prior to the Effective Time. Prior to the Effective Time, Mandalay shall exercise, consistent with the terms of this Agreement, control and supervision over its business and operations. Nothing in this Agreement, including any of the restrictions set forth herein, shall be interpreted in such a way as to place any Party in violation of applicable Law.

(f) For greater certainty, nothing in this Agreement will restrict Mandalay or any of its subsidiaries from incurring and paying costs and expenses in connection with the transactions contemplated by this Agreement, including all legal, accounting, financial advisory, printing and other administrative or professional fees, the fees of its financial advisors, including in connection with the receipt and consideration of expressions of interest from persons other than Alkane prior to the execution of this Agreement, the

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negotiation and settlement of this Agreement, the preparation and mailing of the Mandalay Circular, the convening of the Mandalay Meeting, applications for the Interim Order and Final Order, the solicitation of proxies in respect of the Mandalay Meeting and structuring and completion of the transactions contemplated herein.

5.2 Covenants of Alkane Regarding the Conduct of Business

(a) Alkane covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except as required or permitted by this Agreement or the Plan of Arrangement, or as set out in the Alkane Disclosure Letter (which, for greater certainty, do not require the consent of Mandalay), as required by applicable Laws or any Governmental Entities and subject to Section 5.2(f), or as consented to by Mandalay in writing (such consent not to be unreasonably withheld or delayed), Alkane shall, and shall cause each of its subsidiaries to:

(i) conduct its business and affairs and maintain its assets, properties and facilities in, and not take any action except in, accordance with Good Mining Practices and where consistent with Good Mining Practices in the ordinary course of business consistent with past practice;

(ii) use commercially reasonable efforts to preserve intact its present business organization, assets, Permits and goodwill, maintain the Alkane Mineral Rights and its real property interests (including title to, and leasehold interests in respect of, any real property) in good standing, keep available the services of its officers and employees as a group and preserve the current material relationships with suppliers, distributors, employees, independent contractors, consultants, customers and others having business relationships with it;

(iii) comply in all material respects with all applicable Laws, including Securities Laws and Tax Laws;

(iv) keep Mandalay fully informed as to material decisions or actions made or required to be made with respect to, and material developments relating to, the operation of its businesses and consult with Mandalay, as Mandalay may reasonably request, to allow Mandalay to monitor and provide input with respect to the direction and control of, any such material decisions or actions or developments.

(b) Without limiting the generality of the foregoing, from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except as required by Law, required or permitted by this Agreement or the Plan of Arrangement, or as set out in the Alkane Disclosure Letter (which, for greater certainty, do not require the consent of Mandalay), Alkane shall not, nor shall it permit any of its subsidiaries to, directly or indirectly, without the prior written consent of Mandalay (which consent shall not be unreasonably withheld or delayed):

(i) amend, restate, rescind, alter, enact or adopt all or any portion of any of the Constating Documents of Alkane or any of its subsidiaries;

(ii) (A) issue, sell, pledge, lease, dispose of or encumber, or agree to issue, sell, pledge, lease, dispose of or encumber, any securities of or any securities convertible into

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securities of Alkane (other than in connection with the exercise or conversion, in accordance with their respective terms, of outstanding options or other convertible securities or right that is linked in any way to the price of any securities of Alkane) or except as provided for in this Agreement, amend, extend or terminate, or agree to amend, extend or terminate, any of the terms of, or agreements governing, any outstanding securities of Alkane or right that is linked in any way to the price of any securities of Alkane or (B) issue any Alkane Shares or other securities pursuant to the Alkane Bonus Share Plan;

(iii) split, consolidate or reclassify, or propose to split, consolidate or reclassify, any of its shares or undertake or propose to undertake any other capital reorganization or change in its common shares, any other of its securities or its share capital;

(iv) reduce the stated capital of any of its securities;

(v) accelerate the vesting of any of the Alkane Performance Rights or waive any vesting conditions or vesting periods applying to any or all of the Alkane Performance Rights;

(vi) make, declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) on, or purchase, redeem, repurchase or otherwise acquire, any securities of Alkane or a subsidiary of Alkane;

(vii) create any subsidiary;

(viii) adopt a plan of complete or partial liquidation, arrangement, dissolution, amalgamation, merger, consolidation, restructuring, recapitalization, winding-up or other reorganization of Alkane or any of its subsidiaries (other than pursuant to this Agreement and the transactions contemplated by this Agreement), or file a petition in bankruptcy under any applicable Law on behalf of Alkane or any of its subsidiaries, or consent to the filing of any bankruptcy petition against Alkane or any of its subsidiaries under any applicable Law;

(ix) sell, sell and lease back, pledge, licence, lease, sublease, alienate, dispose, swap, transfer or voluntarily lose the right to use, in whole or in part, or otherwise dispose of, or subject to any Lien (other than Permitted Liens), any asset or any interest in any asset, or waive, cancel, release or assign to any person (other than Alkane or a subsidiary of Alkane) any material right or claim (including indebtedness owed to Alkane or a subsidiary of Alkane) in either case having a value greater than A$4,000,000, except for (A) assets sold, leased, disposed of or otherwise transferred in the ordinary course of business and that are not, individually or in the aggregate, material to Alkane or a subsidiary of Alkane, (B) obsolete, damaged or destroyed assets in the ordinary course of business and that are not, individually or in the aggregate, material to Alkane or a subsidiary of Alkane, (C) returns of leased assets at the end of the lease term, (D) transfers of assets between Alkane and a subsidiary of Alkane, and (E) as required pursuant to the terms of any Alkane Material Contract in effect on the date of this Agreement as set out in the Alkane Disclosure Letter;

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(x) acquire or agree to acquire (by merger, amalgamation, acquisition of shares or assets or otherwise) any company, partnership or other business organization or division, or incorporate or form, or agree to incorporate or form, any company, partnership or other business organization or make or agree to make any investment either by purchase of shares or securities, contributions of capital, property transfer or purchase of, any property or assets of any other person, company, partnership or other business organization having a value greater than A$4,000,000 in the aggregate;

(xi) enter into or agree to the terms of any joint venture or similar agreement, arrangement or relationship;

(xii) make any capital expenditures or commitments other than (A) capital expenditures that are included in the Alkane Budget, or (B) any other capital expenditures that do not exceed A$4,000,000 in the aggregate;

(xiii) make, rescind or amend any material Tax election, information schedule, return or designation, settle or compromise any material Tax claim, assessment, reassessment or liability, or change any of its methods of reporting income, deductions or accounting for income Tax purposes;

(xiv) take any action inconsistent with past practice relating to the filing of any Tax Return or the withholding, collecting, remitting and payment of any Tax;

(xv) enter into any Tax sharing, Tax allocation, Tax related waiver or Tax indemnification agreement, or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes;

(xvi) fail to pay or cause to be paid all accounts when due or invoices promptly upon receipt, in any way related to the business, operations and assets of Alkane or a subsidiary of Alkane, in each case in the ordinary course of business, consistent with past practice;

(xvii) pay, discharge or satisfy any material claims, liabilities or obligations other than (A) the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against in the Alkane Financial Statements, (B) as reflected in the Alkane Budget, (C) any other claims, liabilities, obligations or expenditures that do not exceed A$4,000,000 in the aggregate, or (D) incurred in the ordinary course of business consistent with past practice;

(xviii) waive, release, grant or transfer any rights of value or modify or change in any material respect any existing material licence, lease, Permit, Material Contract or other material document;

(xix) except as may be required by the terms of any written employment Contract, written consulting Contract, Alkane Benefit Plan or Collective Agreement existing on the date hereof, (A) enter into or modify any employment, consulting, severance, change of control, retention or similar agreements or arrangements with, grant any salary or fee increases to, or grant or increase any bonuses, severance, termination pay, change of control entitlements, retention bonuses or

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other benefits or entitlements to or of, any officers or directors; or (B) in the case of Employees or Independent Contractors who are not officers or directors, take any action other than in the ordinary, regular and usual course of business and consistent with past practice with respect to salary or fee increases or the grant or increase of any bonuses, severance, termination pay, change of control entitlements, retention bonuses or any other benefits or entitlements; provided, however, that Alkane shall abide by the terms and conditions of any employment agreements and consulting agreements in respect of any person who will no longer be employed or retained by Mandalay or Alkane, as the case may be, after the Arrangement, including with respect to the payments of any severance amounts or change of control payments, if applicable, or if any material amendments or revisions are to be made by Alkane to the terms and conditions of any employment agreement and consulting agreement, such amendments and revisions shall only be made with the prior written consent of Mandalay;

(xx) (A) hire any new employee or any new individual independent contractor, consultant or service provider, or such individual's personal services company, as applicable, of Alkane or any of its subsidiaries with total annual remuneration exceeding A$250,000 or who will be a director or officer of Alkane; (B) promote any Employee or Independent Contractor to an annual base compensation level greater than A$250,000; (C) remove any director or terminate any officer other than for cause; (D) terminate any Employee or Independent Contractor who is not an officer or director without cause, unless such Employee or Independent Contractor has an annual base compensation of less than A$250,000; (E) give notice of termination to Employees that requires the delivery of a group notice of termination to a Governmental Entity; or (F) other than in the ordinary, regular and usual course of business and consistent with past practice, place any Employee on a temporary layoff;

(xxi) (A) incur, create, assume or otherwise become liable for any indebtedness, other than: (1) indebtedness under credit cards incurred in the ordinary course of business and lines of credit and factoring agreements incurred in the ordinary course of business; (2) as contemplated in the Alkane Budget; or (3) any other loans or, advances guarantees or other obligations, individually or in the aggregate, in an amount not to exceed A$4,000,000; (B) incur, create, assume or otherwise become liable for any other material liability or obligation, other than in the ordinary course of business; or (C) issue any debt securities, or guarantee, endorse or otherwise become responsible for, the obligations of any other person; or make any loans or advances to any other person, other than loans or advances made by Alkane to a subsidiary of Alkane, or by a subsidiary to Alkane, or pursuant to transactions contemplated in this Agreement;

(xxii) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts, off-take, royalty or similar financial instruments including any streaming transactions;

(xxiii) commence, pay, discharge, settle, satisfy, compromise, waive, assign or release any claims, rights, liabilities or obligations, relating to any Proceeding or threatened Proceeding (A) by any Governmental Entity; or (B) the settlement of which would result in any relief, other than the payment by Alkane or a subsidiary of Alkane of an amount in cash, including debarment, corporate integrity

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agreements, any undertaking restricting the operations of Alkane or a subsidiary of Alkane's business or the granting of licenses, deferred prosecution agreements, consent decrees, plea agreements or mandatory or permissive exclusion, seizure or detention of product, or notification, repair or replacement; other than the payment, discharge, settlement, or satisfaction of liabilities reflected or reserved against in Alkane's consolidated annual financial statements, or payment of any fees related to the Arrangement;

(xxiv) enter into or adopt any shareholder rights plan or similar agreement or arrangement;

(xxv) enter into, modify or terminate or cancel any Collective Agreement, or enter into any Contract that would be a Collective Agreement if in effect on the date hereof or grant recognition to any labour union or similar labour organization for purposes of collective bargaining;

(xxvi) engage in any transaction with any senior management Employee, vice-president, director or any of their immediate family members (including spouses) or any related party (within the meaning of MI 61-101), other than (i) expense reimbursements and advances in the ordinary course of business, (ii) employment Contracts with Employees hired in accordance with Section 5.2(b)(xx), or (iii) transactions between Alkane and a subsidiary of Alkane;

(xxvii) prepay any long-term indebtedness before its scheduled maturity;

(xxviii) enter into any agreement or arrangement that would limit or restrict in any material respect Alkane and the subsidiaries of Alkane from competing or carrying on any business in any manner;

(xxix) materially change the business carried on by Alkane and the subsidiaries of Alkane, taken as a whole;

(xxx) Except as set forth in Section 5.2(b)(xxx) of the Alkane Disclosure Letter, enter into or amend any Contract with any broker, finder or investment banker, including any amendment to any Contracts listed in Section 29(a) of the Alkane Disclosure Letter;

(xxxi) amend any existing material Permit of Alkane or a subsidiary of Alkane, or abandon or fail to diligently pursue any application for or renewal of any required material Permit, or take or omit to take any action that would reasonably be expected to lead to the termination of, or imposition of conditions on, any such material Permit of Alkane or a subsidiary of Alkane;

(xxxii) conduct any write-off, capitalisation or other action in respect of any intercompany loans and balances between Alkane and/or between any other wholly owned subsidiary of Alkane except in the ordinary course of business consistent with past practice or in connection with this Agreement or the transactions contemplated hereby;

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(xxxiii) take any action that could reasonably be expected to interfere with or be inconsistent with the completion of the Arrangement or the transactions contemplated in this Agreement; or

(xxxiv) authorize, agree, resolve or otherwise commit, whether or not in writing, directly or indirectly, to do any of the foregoing.

(c) Alkane shall use its commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by Alkane or any of its subsidiaries, including directors' and officers' insurance, not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductions and providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect.

(d) Alkane shall promptly notify Mandalay in writing of any circumstance or development that, to the knowledge of Alkane, has or could reasonably be expected to have a Material Adverse Effect on Alkane.

(e) Nothing contained in this Agreement shall give Mandalay, directly or indirectly, the right to direct or control Alkane's business and operations prior to the Effective Time. Prior to the Effective Time, Alkane shall exercise, consistent with the terms of this Agreement, control and supervision over its business and operations. Nothing in this Agreement, including any of the restrictions set forth herein, shall be interpreted in such a way as to place any Party in violation of applicable Law.

(f) For greater certainty, nothing in this Agreement will restrict Alkane or a subsidiary of Alkane from incurring and paying costs and expenses in connection with the transactions contemplated by this Agreement, including all legal, accounting, financial advisory, printing and other administrative or professional fees, the fees of its financial advisors and the receipt and consideration of expressions of interest from persons other than Mandalay prior to the execution of this Agreement, the negotiation and settlement of this Agreement and structuring and completion of the transactions contemplated herein.

5.3 Covenants of Mandalay Relating to the Arrangement

(a) Mandalay shall, and shall cause its subsidiaries to, perform all obligations required to be performed by Mandalay or any of its subsidiaries under this Agreement, cooperate with Alkane in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, Mandalay shall and, where applicable, shall cause its subsidiaries to:

(i) use commercially reasonable efforts to satisfy all conditions precedent in this Agreement and take all steps set forth in the Interim Order and the Final Order applicable to it and comply promptly with all requirements imposed by Law applicable to it or its subsidiaries with respect to this Agreement or the Arrangement;

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(ii) apply for and use its commercially reasonable efforts to, as soon as reasonably practicable following the date hereof, obtain and maintain all Regulatory Approvals, third party notices or other notices and consents, waivers, Permits, exemptions, orders, approvals, agreements, amendments or confirmations that are reasonably required or reasonably requested by Alkane relating to Mandalay or any of its subsidiaries in connection with the Arrangement or the other transactions contemplated hereby (including the consents reasonably required under any Contract to which Mandalay or a subsidiary of Mandalay is a party or those needed to maintain in full force and effect any Permit held by the Mandalay or a subsidiary of Mandalay) provided, that the Parties agree that it shall not be a condition to closing of the Arrangement that such waivers, consents and approvals are obtained other than as set out in Article 6 of this Agreement, in each case on terms that are reasonably satisfactory to Alkane and without paying, and without committing itself or Alkane to pay, any consideration or incur any liability or obligation without the prior written consent of Alkane and, in doing so, keep Alkane reasonably informed as to the status of the proceedings related to obtaining such approvals, including providing Alkane with copies of all related applications, notices and notifications, in draft form, in order for Alkane to provide its reasonable comments thereon, which shall be given due and reasonable consideration;

(iii) defend all lawsuits or other legal, regulatory or other Proceedings against Mandalay challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(iv) until the earlier of the Effective Time and termination of this Agreement, subject to applicable Law, make available and cause to be made available to Alkane, information reasonably requested by Alkane for the purposes of preparing, considering and implementing integration and strategic plans for the combined businesses of Alkane and Mandalay following the Effective Date and confirming the representations and warranties of Mandalay set out in this Agreement; and

(v) use its commercially reasonable efforts to assist in obtaining the resignations and mutual releases (in forms satisfactory to Alkane, acting reasonably) of each member of the Mandalay Board and the board of directors of each of its wholly owned subsidiaries, and Mandalay's or its subsidiaries' designated or nominated directors on the board of directors (or equivalent body) of each of its non-wholly owned subsidiaries, (in each case to the extent requested by Alkane) and causing them to be replaced by Persons designated or nominated, as applicable, by Alkane effective as of the Effective Time.

(b) Mandalay shall promptly notify Alkane of:

(i) any notice or other communication from any person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such person (or another person) is or may be required in connection with the Arrangement, this Agreement or any of the transactions contemplated thereby;

(ii) unless prohibited by Law, any notice or other communication from any person in connection with the transactions contemplated by this Agreement (and Mandalay

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shall contemporaneously provide a copy of any such written notice or communication to Alkane);

(iii) any breach or default, or any notice of alleged breach or default, by Mandalay or its subsidiaries of any Material Contract or Permit to which it is a party or by which it is bound;

(iv) any written notice or other communication from any Governmental Entity in connection with this Agreement (and Mandalay shall contemporaneously provide a copy of any such written notice or communication to Alkane); and

(v) any (A) Proceedings commenced or, to the knowledge of Mandalay, threatened against, relating to or involving or otherwise affecting the Arrangement, this Agreement or any of the transactions contemplated hereby, and (B) material Proceedings commenced or, to the knowledge of Mandalay, threatened against, relating to or involving or otherwise affecting Mandalay or its subsidiaries.

(c) Alkane's receipt of information pursuant to Section 5.3(b) or otherwise shall not operate as a waiver (including with respect to Article 6), diminish the scope of, or otherwise affect any representation, warranty, covenant or agreement of Mandalay in this Agreement.

5.4 Covenants of Alkane Relating to the Arrangement

(a) Alkane shall, and shall cause its subsidiaries to, perform all obligations required to be performed by Alkane or any of its subsidiaries under this Agreement, cooperate with Mandalay in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, Alkane shall and, where applicable, shall cause its subsidiaries to:

(i) use commercially reasonable efforts to satisfy all conditions precedent in this Agreement and take all steps set forth in the Interim Order and the Final Order applicable to it and comply promptly with all requirements imposed by Law applicable to it or its subsidiaries with respect to this Agreement or the Arrangement;

(ii) apply for and use its commercially reasonable efforts to, as soon as reasonably practicable following the date hereof, obtain and maintain all Regulatory Approvals, third party notices or other notices and consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are reasonably required or reasonably requested by Mandalay relating to Alkane or any of its subsidiaries in connection with the Arrangement or the other transactions contemplated hereby (including the consents reasonably required under any Contract to which Alkane or a subsidiary of Alkane is a party or those needed to maintain in full force and effect any Permit held by the Alkane or a subsidiary of Alkane) provided, that the Parties agree that it shall not be a condition to closing of the Arrangement that such waivers, consents and approvals are obtained other than as set out in Article 6 of this Agreement, in each case on terms that are reasonably satisfactory to Mandalay and without paying, and without committing itself or Mandalay to pay, any consideration or incur any liability or obligation

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without the prior written consent of Mandalay and, in doing so, keep Mandalay reasonably informed as to the status of the proceedings related to obtaining such approvals, including providing Mandalay with copies of all related applications, notices and notifications, in draft form, in order for Mandalay to provide its reasonable comments thereon, which shall be given due and reasonable consideration;

(iii) subject to the terms and conditions of this Agreement and of the Plan of Arrangement and applicable Laws, issue the Alkane Shares to be issued pursuant to the Arrangement at the time provided herein;

(iv) defend all lawsuits or other legal, regulatory or other Proceedings against Alkane challenging or affecting this Agreement or the consummation of the transactions contemplated hereby; and

(v) until the earlier of the Effective Time and termination of this Agreement, subject to applicable Law, make available and cause to be made available to Mandalay, information reasonably requested by Mandalay for the purposes of preparing, considering and implementing integration and strategic plans for the combined businesses of Alkane and Mandalay following the Effective Date and confirming the representations and warranties of Alkane set out in this Agreement.

(b) Alkane shall promptly notify Mandalay of:

(i) any notice or other communication from any person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such person (or another person) is or may be required in connection with the Arrangement, this Agreement or any of the transactions contemplated thereby;

(ii) unless prohibited by Law, any notice or other communication from any person in connection with the transactions contemplated by this Agreement (and Alkane shall contemporaneously provide a copy of any such written notice or communication to Mandalay);

(iii) any breach or default, or any notice of alleged breach or default, by Alkane or a subsidiary of Alkane of any Material Contract or Permit to which it is a party or by which it is bound;

(iv) any written notice or other communication from any Governmental Entity in connection with this Agreement (and Alkane shall contemporaneously provide a copy of any such written notice or communication to Mandalay); and

(v) any (i) Proceedings commenced or, to the knowledge of Alkane, threatened against, relating to or involving or otherwise affecting the Arrangement, this Agreement or any of the transactions contemplated hereby, and (ii) material Proceedings commenced or, to the knowledge of Alkane, threatened against, relating to or involving or otherwise affecting Alkane, its subsidiaries.

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(c) Mandalay's receipt of information pursuant to Section 5.4(b) or otherwise shall not operate as a waiver (including with respect to Article 6), diminish the scope of, or otherwise affect any representation, warranty, covenant or agreement of Alkane in this Agreement.

(d) Despite any provision to the contrary in this Agreement (except as provided for in Section 2.9(b)(ii)) or the Plan of Arrangement, Alkane and Acquireco will not, and shall procure that the Depositary, and their respective agents will not, withhold or deduct any amount from any Consideration or any other amount payable or otherwise deliverable to any Mandalay Shareholder under this Agreement and the Plan of Arrangement, under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

5.5 Mutual Covenants

Each of the Parties covenants and agrees that, except as contemplated in this Agreement, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms:

(a) it shall, and shall cause its subsidiaries to, use commercially reasonable efforts to take, or cause to be taken, as promptly as practicable, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the Plan of Arrangement, including using its commercially reasonable efforts to cooperate with the other Parties in connection with the performance by it and its subsidiaries of their obligations hereunder, including giving the other Parties a reasonable opportunity to review and comment on any filing or submission being made to a Governmental Entity in connection with the Regulatory Approvals, which comments the receiving Party shall give due consideration to, and providing the other Parties with a final copy of any filing or submission made to a Governmental Entity (where a Party regards any information in a filing or submission to be both confidential and competitively sensitive, the supplying Party may restrict the supply of such information to the receiving Party's outside legal counsel only and such receiving Party shall not request or receive such information from its outside legal counsel without the supplying Party's written consent);

(b) it shall not take any action, refrain from taking any commercially reasonable action, or permit any action that is within its control to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to significantly impede the making or completion of the Plan of Arrangement except as permitted by this Agreement; and

(c) it shall use its commercially reasonable efforts to ensure that the Section 3(a)(10) Exemption is available for the issuance of the Consideration to the Mandalay Shareholders in exchange for their Mandalay Shares pursuant to the Plan of Arrangement;

provided, however, that this Section 5.5 shall not require Alkane to take any steps or actions that would, in its sole discretion, acting reasonably, affect Alkane's or its subsidiaries' right to own, use or exploit its business, operations or assets or those of Mandalay or any of its subsidiaries including, for greater certainty, divesting or agreeing to divest of any assets of Alkane, Mandalay or any of their respective subsidiaries, terminating any existing relationships, contractual rights or obligations of Alkane, Mandalay or any of their respective subsidiaries or effecting any change or restructuring of Alkane, Mandalay or any of their respective subsidiaries in order to obtain the Regulatory Approvals prior to the Outside Date.

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5.6 Pre-Closing Reorganization

(a) Subject to Section 5.6(b), Mandalay agrees that, upon request of Alkane, Mandalay shall use commercially reasonable efforts to: (i) perform such reorganizations of its corporate structure, capital structure, business, operations and assets or such other transactions as Alkane may request, acting reasonably (each a "**Pre-Closing Reorganization**"), and (ii) cooperate with Alkane and its advisors to determine the nature of the Pre-Closing Reorganizations that might be undertaken and the manner in which they would most effectively be undertaken; and (iii) cooperate with Alkane and its advisors to seek to obtain any consents, approvals, waivers or similar authorizations which are reasonably required by Alkane (based on the terms of any Contract or Permit) in connection with the Pre-Closing Reorganizations, if any, provided that such consents, approvals, waivers or similar authorizations have been set out in the notice delivered to Mandalay pursuant to Section (c).

(b) Mandalay will not be obligated to participate in any Pre-Closing Reorganization under Section 5.6(a) unless Mandalay determines, acting reasonably, that such Pre-Closing Reorganization:

(i) can be completed as close as reasonably practicable prior to the Effective Time, and can be unwound in the event the Arrangement is not consummated without adversely affecting Mandalay, any of its subsidiaries, or the Mandalay Securityholders in any material respect;

(ii) is not prejudicial to Mandalay or the Mandalay Securityholders in any material respect;

(iii) does not require the approval of the Mandalay Securityholders to proceed absent any required consent of any third party where the failure to obtain such consent would reasonably be expected to have a material adverse impact upon Mandalay and its subsidiaries (including any Regulatory Approval);

(iv) does not require Mandalay or its subsidiaries to take any action that could reasonably be expected to result in Taxes being imposed on, or any adverse Tax or other consequences to, any Mandalay Securityholders incrementally greater than the Taxes or other consequences to such Person in connection with the completion of the Arrangement in the absence of action being taken pursuant to this 5.6;

(v) does not result in (A) any material breach by Mandalay or any of its subsidiaries of any Material Contract, (B) any breach by Mandalay of Mandalay's Constating Documents or Law, or (C) any breach by any of Mandalay's subsidiaries of its constating documents or Law;

(vi) does not impair the ability of Mandalay to consummate, and will not materially delay the consummation of, the Arrangement and would not reasonably be expected to prevent any person from making a Superior Proposal;

(vii) does not reduce or change the form of the Consideration provided for under the Arrangement;

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(viii) does not unreasonably interfere with Mandalay's material operations prior to the Effective Time; and

(ix) does not require the directors, officers, employees or agent of Mandalay or its subsidiaries to take any action in any capacity other than as director, officer, employee or agent or that would reasonably be expected to result in such Person incurring personal liability.

(c) Alkane must provide written notice to Mandalay of any proposed Pre-Closing Reorganization at least ten (10) Business Days prior to the Effective Date. Upon receipt of such notice, Mandalay and Alkane shall work cooperatively and use their commercially reasonable efforts to prepare prior to the Effective Time all documentation necessary and do such other acts and things as are necessary to give effect to such Pre-Closing Reorganization, including any amendment to this Agreement or the Plan of Arrangement and shall seek to have any such Pre-Closing Reorganization made effective as of the last moment of the Business Day ending immediately prior to the Effective Date (but after Alkane has waived or confirmed that all of the conditions set out in Section 6.1 and Section 6.2 have been satisfied).

(d) Alkane agrees that it will be responsible for all costs and expenses associated with any Pre-Closing Reorganization to be carried out at its request and shall indemnify and save harmless Mandalay and its affiliates and Representatives from and against any and all liabilities, losses, damages, claims, costs, expenses, interest awards, judgements and penalties suffered or incurred by any of them in connection with or as a result of any such Pre-Closing Reorganization (including in respect of any reversal, modification or termination of a Pre-Closing Reorganization) and that any Pre-Closing Reorganization will not be considered in determining whether a representation or warranty of Mandalay under this Agreement has been breached (including where any such Pre-Closing Reorganization requires the consent of any third party under a Contract).

5.7 Public Communications

(a) Alkane and Mandalay agree to publicly announce the transactions contemplated hereby promptly following the execution of this Agreement, the text and timing of such announcement to be approved by Mandalay and Alkane in advance, each acting reasonably.

(b) Except as required by applicable Law, no Party shall issue any news release, make any filing with any Governmental Entity or Exchange, or make any other public statement or disclosure with respect to this Agreement or the transactions contemplated by this Agreement without the prior written consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed); provided that, any Party that, in the opinion of outside legal counsel, is required to make disclosure by applicable Law shall use commercially reasonable efforts to give the other Parties prior oral or written notice and a reasonable opportunity to review or comment on such disclosure (other than with respect to confidential information contained in such disclosure) and if such prior notice is not permitted by applicable Law, shall give such notice immediately following the making of such disclosure. The Party making such disclosure shall give reasonable consideration to any comments made by the other Parties or their counsel. For the avoidance of doubt, none of the foregoing shall prevent Mandalay or Alkane from making (i) internal announcements to Employees and having discussions with shareholders, financial analysts

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and other stakeholders, or (ii) public announcements in the ordinary course of business that do not relate specifically to this Agreement or the Arrangement, in each case so long as such announcements and discussions are consistent in all material respects with the most recent press releases, public disclosures or public statements made by such person. The Parties acknowledge that Mandalay shall file this Agreement (with such redactions as may be mutually agreed upon between Mandalay and Alkane, acting reasonably) and a material change report relating thereto on SEDAR+.

5.8 Insurance and Indemnification

(a) Prior to the Effective Time, Mandalay shall, in consultation with Alkane, purchase customary "tail" policies of directors' and officers' liability insurance from an insurance company of nationally recognized standing providing protection no less favourable in the aggregate to the protection provided by the policies maintained by Mandalay and its subsidiaries which are in effect immediately prior to the Effective Time and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Time and Alkane shall, or shall cause Mandalay and its subsidiaries to maintain such tail policies in effect without any reduction in scope or coverage for six (6) years after the Effective Date; provided that Alkane shall not be required to pay any amounts in respect of such coverage prior to the Effective Time and provided further that the cost of such policies shall not exceed 250% of Mandalay's and its subsidiaries' current annual aggregate premium for directors' and officers' liability insurance policies currently maintained by Mandalay or its subsidiaries.

(b) From and after the Effective Time, Alkane shall honour all rights to indemnification or exculpation existing as of the date hereof in favour of present and former Employees, officers and directors of Mandalay and the subsidiaries of Mandalay under applicable Law, Contracts that are disclosed in Section 5.8(b) of the Mandalay Disclosure Letter or set forth in Mandalay's Constating Documents and acknowledges that such rights, shall survive the completion of the Plan of Arrangement and shall continue in full force and effect in accordance with their terms for a period of not less than six (6) years after the Effective Date.

(c) If Alkane, Mandalay or its subsidiaries or any of their respective successors or assigns (i) consolidates or amalgamates with, or merges or liquidates into, any other person and is not a continuing or surviving corporation or entity of such consolidation, amalgamation, merger, amalgamation or liquidation, or (ii) transfers all or substantially all of its properties and assets to any person, Alkane shall ensure that any such successor or assign (including, as applicable, any acquirer of substantially all of the properties and assets of Mandalay or its subsidiaries) assumes all of the obligations set forth in this Section 5.8.

(d) The provisions of this Section 5.8 are intended for the benefit of, and shall be enforceable by, each insured or indemnified Person, his or her heirs and his or her legal representatives and, for such purpose, Mandalay hereby confirms that it is acting as agent on their behalf. Furthermore, this Section 5.8 shall survive the termination of this Agreement as a result of the occurrence of the Effective Date for a period of six years.

5.9 Exchange Delisting and Listing of Alkane Shares

Subject to applicable Law, each of Mandalay and Alkane agrees to use its commercially reasonable efforts and cooperate with the other Party in taking, or causing to be taken, all actions necessary to enable (a) the

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delisting of the Mandalay Shares from the TSX (including, if requested by Alkane, such items as may be necessary to delist the Mandalay Shares promptly following the Effective Date, provided such delisting does not occur on the Effective Date), (b) Mandalay to cease being a reporting issuer under applicable Canadian Securities Laws, as soon as reasonably practicable following the Effective Time; and (c) the listing of Alkane and the Alkane Shares on the TSX on or promptly following the Effective Date of the Arrangement.

5.10 FIRB Approval

(a) Alkane shall:

(i) to the extent it has not already done so prior to the date of this Agreement, promptly, and in any event, within 15 Business Days after the date of this Agreement, lodge the FIRB application with FIRB;

(ii) use commercially reasonable efforts to pursue and take all reasonable steps to obtain the FIRB Approval and to otherwise satisfy the condition precedent set out in Section 6.1(i) of this Agreement;

(iii) respond in a timely manner to Mandalay's requests for updates as to the progress and processing of the FIRB Application; and

(iv) keep Mandalay informed in a timely manner of the progress of the FIRB Application and the status of any discussions or negotiations with FIRB in connection with the FIRB Application and/or the condition precedent set out in Section 6.1(i) of this Agreement.

(b) Mandalay shall:

(i) promptly upon request by Alkane provide Alkane with such information reasonably available to Mandalay and as the Treasurer (or their delegate) may require for the purpose of considering the FIRB Application;

(ii) promptly do all things reasonably required by Alkane to assist or allow Alkane to make the FIRB Application, including:

(A) not objecting to any FIRB Application; and

(B) signing and returning as soon as reasonably practicable (but in any event, not later than 10 Business Days) after a written request from Alkane all documents, objections, submissions, consents, plans and/or applications requested by Alkane in connection with the FIRB Application, provided that, before providing such documents, objections, submissions, consents, plans and/or applications, Mandalay may redact any part of that document, objection, submission, consent, plan and/or application, or not disclose any part of that information, which contains or constitutes confidential, competitively sensitive or privileged information relating to the existing business or affairs of Mandalay or private information in respect of its personnel, to the extent that Mandalay reasonably considers that the disclosure of such information to Alkane would be unlawful or damaging to the commercial or legal interest of Mandalay, or would be reasonably.

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(c) Alkane and Mandalay shall share evenly all of the costs and fees associated with preparing and submitting the FIRB Application.

5.11 Swedish FDI Approval

(a) Acquireco shall:

(i) within 10 Business Days after the date of this Agreement, make or cause to be made an application for Swedish FDI Approval to the ISP (a "**Swedish FDI Application**");

(ii) use commercially reasonable efforts to pursue the Swedish FDI Approval and to otherwise satisfy the condition precedent set out in Section 6.1(i) of this Agreement;

(iii) provide to Mandalay a copy of the Swedish FDI Application;

(iv) respond in a timely manner to Mandalay's requests for updates as to the progress and processing of the Swedish FDI Application; and

(v) keep Mandalay informed in a timely manner of the progress of the Swedish FDI Application and the status of any request for supplementary information or discussions with the ISP in connection with the Swedish FDI Application and/or the condition precedent set out in Section 6.1(i) of this Agreement.

(b) Mandalay shall, and shall use commercially reasonable efforts to cause each Relevant Mandalay Shareholder to:

(i) use commercially reasonable efforts to pursue the Swedish FDI Approval;

(ii) promptly (but in any event no later than the deadline set out by the ISP) upon request by Acquireco or Alkane provide Acquireco and Alkane with such information reasonably available to Mandalay and/or each Relevant Mandalay Shareholder as the ISP may require for the purpose of considering the Swedish FDI Application; and

(iii) promptly do all things reasonably required by Acquireco or Alkane to assist Acquireco to make the Swedish FDI Application.

(c) If so required by the ISP as a result of Acquireco's Swedish FDI Application, Mandalay shall use commercially reasonable efforts to cause each Relevant Mandalay Shareholder to:

(i) within 10 Business Days after receiving written notice of such requirement through Acquireco pursuant to Section 5.11(a)(v), make or cause to be made a Swedish FDI Application to the ISP;

(ii) use commercially reasonable efforts to pursue the Swedish FDI Approval and to otherwise satisfy the condition precedent set out in Section 6.1(i) of this Agreement;

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(iii) provide to Acquireco and Alkane a copy of the Swedish FDI Application;

(iv) respond in a timely manner to Acquireco's and Alkane's requests for updates as to the progress and processing of the Swedish FDI Application; and

(v) keep Acquireco and Alkane informed in a timely manner of the progress of the Swedish FDI Application and the status of any request for supplementary information or discussions with the ISP in connection with the Swedish FDI Application and/or the condition precedent set out in Section 6.1(i) of this Agreement.

(d) Acquireco shall:

(i) promptly (but in any event no later than the deadline set out by the ISP) upon request by Mandalay provide Mandalay and each Relevant Mandalay Shareholder with such information reasonably available to Acquireco and as the ISP may require for the purpose of considering the Swedish FDI Application; and promptly do all things reasonably required by Mandalay to assist each Relevant Mandalay Shareholder to make the Swedish FDI Application.

5.12 Transferred Information

(a) Each Disclosing Party acknowledges and confirms that the disclosure of Transferred Information is necessary for the purposes of determining if the parties shall proceed with the transactions contemplated herein, and that the disclosure of Transferred Information relates solely to the carrying on of the business and the completion of the transactions contemplated herein.

(b) Each Disclosing Party covenants and agrees to, upon request, use reasonable efforts to advise the Recipient of all documented purposes for which the Transferred Information was initially collected from or in respect of the individual to which such Transferred Information relates and all additional documented purposes where the Disclosing Party has notified the individual of such additional purpose, and where required by Laws, obtained the consent of such individual to such use or disclosure.

(c) In addition to its other obligations hereunder, Recipient covenants and agrees to: (i) prior to the completion of the transactions contemplated herein, collect, use and disclose the Transferred Information solely for the purpose of reviewing and completing the transactions contemplated herein, including for the purpose of determining to complete such transactions; (ii) after the completion of the transactions contemplated herein, collect, use and disclose the Transferred Information only for those purposes for which the Transferred Information was initially collected from or in respect of the individual to which such Transferred Information relates or for the completion of the transactions contemplated herein, unless (A) the Disclosing Party or Recipient have first notified such individual of such additional purpose, and where required by Laws, obtained the consent of such individual to such additional purpose, or (B) such use or disclosure is permitted or authorized by Laws, without notice to, or consent from, such individual; (iii) where required by Laws, promptly notify the individuals to whom the Transferred Information relates that the transactions contemplated herein have taken place and that the Transferred Information has been disclosed to Recipient; (iv) return or destroy the Transferred Information, at the option of the Disclosing Party, should the transactions contemplated

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herein not be completed; and (v) notwithstanding any other provision herein, where the disclosure or transfer of Transferred Information to Recipient requires the consent of, or the provision of notice to, the individual to which such Transferred Information relates, to not require or accept the disclosure or transfer of such Transferred Information until the Disclosing Party has first notified such individual of such disclosure or transfer and the purpose for same, and where required by Laws, obtained the individual's consent to same and to only collect, use and disclose such information to the extent necessary to complete the transactions contemplated herein and as authorized or permitted by Laws.

(d) Recipient shall at all times keep strictly confidential all Transferred Information provided to it and shall instruct those employees or advisors responsible for processing such Transferred Information to protect the confidentiality of such information in a manner consistent with the Recipient's obligations hereunder and according to applicable Laws.

(e) Recipient shall ensure that access to the Transferred Information shall be restricted to those employees or advisors of the respective Recipient who have a bona fide need to access such information in order to complete the transactions contemplated herein.

5.13 Alkane Guarantee

Alkane hereby unconditionally and irrevocably guarantees the due and punctual performance by Acquireco of each and every covenant and obligation of Acquireco arising under this Agreement. Alkane hereby agrees that Mandalay shall not have to proceed first against Acquireco before exercising its rights under this guarantee against Alkane and Alkane agrees to be jointly and severally liable with Acquireco for all guaranteed obligations as if it were the principal obligor of such obligations.

5.14 Mandalay Employee Matters

The Parties acknowledge that the Arrangement will result in a "change in control" (or a term of similar import) for purposes of the Mandalay Plans and the employment agreements of the Employees of Mandalay listed in Schedule 5.14 of the Mandalay Disclosure Letter. After the Effective Time, Alkane covenants and agrees to cause Mandalay and any successor to Mandalay, to honour and comply in all material respects with the terms of all existing employment, consulting, indemnification, change in control, severance, termination or other compensation arrangements and employment and severance obligations of Mandalay and any of its subsidiaries that were entered into prior to the date of this Agreement in the ordinary course (or have been disclosed to Mandalay in the Mandalay Disclosure Letter)**.** Nothing in this Agreement shall confer upon any person any right to continue in the employ or service of Alkane, Mandalay, or any of their respective subsidiaries, or affect in any way the right of Alkane, Mandalay or any of their respective subsidiaries to terminate his, her or its employment or service, as applicable, at any time.

5.15 Filings

The Parties will cooperate reasonably and in good faith to determine whether the transactions set out in this Agreement and any related transactions are required to be reported to any applicable taxing authority pursuant to section 237.3 or 237.4 of the Tax Act (or any provisions of similar effect). The Parties may request reasonable representations and warranties from each other to the extent necessary to establish any factual matters relevant to the determination of whether reporting is required and the content of such reporting. If any Party determines that any such transaction is reportable then it shall so notify the other Party and each of the Parties shall reasonably cooperate in good faith (including sharing of draft reporting forms) to make any such reporting in a comprehensive and timely manner, in the form required by such Law. Notwithstanding the foregoing, and for greater certainty, each Party shall be permitted to report any

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transaction to an applicable Governmental Entity to the extent that such Party determines, acting reasonably, that such reporting is required by Law.

5.16 Certain Agreements

Mandalay shall use its commercially reasonable efforts to, prior to the Effective Date: (i) obtain all waivers and consents as may be required under the BNS Credit Agreement and the BNS Letter of Credit in connection with the transactions contemplated by this Agreement; or (ii) terminate the BNS Credit Agreement and the BNS Letter of Credit in a manner such that no event of default shall occur thereunder, any security interest granted thereunder shall be released, and no penalties or fees shall be incurred by Mandalay (or its successors) thereunder.

5.17 Post-Arrangement Amalgamation

Acquireco and Mandalay shall, forthwith following the delisting of the Mandalay Shares from the TSX pursuant to Section 5.9 and the filing by Mandalay with the Canada Revenue Agency of the prescribed form of election under the Tax Act electing to cease being a public corporation for the purposes of the Tax Act, amalgamate to form one company under sections 269 and 273 of the BCBCA.

ARTICLE 6
CONDITIONS

6.1 Mutual Conditions Precedent

The obligations of the Parties to complete the transactions contemplated by this Agreement are subject to the fulfillment, on or before the Effective Date, of each of the following conditions precedent, each of which is for the mutual benefit of the Parties and which may only be waived with the mutual consent of the Parties at any time, in whole or in part:

(a) the Interim Order and the Final Order shall each have been obtained on terms consistent with this Agreement, in form and substance satisfactory to each of Mandalay and Alkane, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to Mandalay or Alkane, acting reasonably, on appeal or otherwise;

(b) the Mandalay Shareholder Approval shall have been obtained at the Mandalay Meeting in accordance with the Interim Order and applicable Laws;

(c) the Alkane Shareholder Approval shall have been obtained at the Alkane Meeting in accordance with applicable Laws;

(d) there shall not exist any prohibition at Law, including a cease trade order, injunction or other prohibition or order at Law or under applicable legislation, against Alkane or Mandalay which prevents the consummation of the Arrangement;

(e) no Proceeding shall be pending or threatened by any Governmental Entity in any jurisdiction that is reasonably likely to (i) cease trade, enjoin, prohibit, or impose any material limitations, damages or conditions on Alkane's ability to acquire, hold, or exercise full rights of ownership over any Mandalay Shares, including the right to vote the Mandalay Shares, or (ii) prohibit or enjoin Mandalay or Alkane from consummating the Arrangement;

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(f) this Agreement shall not have been terminated in accordance with its terms;

(g) the distribution of the securities pursuant to the Arrangement shall either: (i) be exempt from the prospectus and registration requirements of applicable Securities Laws either by virtue of exemptive relief granted from the securities regulatory authorities of Australia (including in respect of the on-sale disclosure obligations imposed by subsections 707(3) and (4) of the *Corporations Act 2001* (Cth) for the on-sale of Alkane Shares following implementation of the Arrangement) and each of the provinces and territories of Canada or by virtue of applicable exemptions under Securities Laws and shall not be subject to resale or on-sale restrictions or disclosure obligations under applicable Securities Laws (other than as applicable to control persons or pursuant to Section 2.6 of National Instrument 45-102 – *Resale of Securities*); or (ii) if exemptive relief from the prospectus and registration requirements under applicable Australian Securities Laws is not granted by the securities regulatory authorities of Australia, Alkane shall have filed a cleansing statement in connection with the issuance of the Alkane Shares to be issued pursuant to the Arrangement;

(h) conditional approval (or equivalent approval) of the listing or official quotation of the Alkane Shares issuable pursuant to the Arrangement on the ASX;

(i) the Key Regulatory Approvals shall have been obtained;

(j) confirmation having been obtained by Alkane from the ASX that the ASX will not exercise its discretion under ASX Listing Rule 11.1.3 in respect of any transaction contemplated under this Agreement and the Plan of Arrangement; and

(k) the issuance and distribution of the Consideration pursuant to the Arrangement shall be exempt from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof and applicable (Blue Sky) securities laws of any state of the United States.

6.2 Additional Conditions Precedent to the Obligations of Alkane and Acquireco

The obligations of Alkane and Acquireco to complete the transactions contemplated by this Agreement shall also be subject to the fulfillment, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Alkane and Acquireco and may be waived by Alkane on behalf of itself and Acquireco at any time, in whole or in part, in its sole discretion and without prejudice to any other rights that Alkane and Acquireco may have):

(a) all covenants of Mandalay under this Agreement to be performed on or before the Effective Date which have not been waived by Alkane shall have been duly performed by Mandalay in all material respects, and Alkane shall have received a certificate of Mandalay addressed to Alkane and dated the Effective Date, signed on behalf of Mandalay by an executive officer (without personal liability), confirming the same as at the Effective Date;

(b) (i) the representations and warranties of Mandalay set forth in Section 1 *[Organization]*, Section 2 *[Authorization; Validity of Agreement]*, Section 3 *[Execution and Binding Obligations],* Section 4(a)(i) *[Consents and Approvals; No Violations]* and Section 9 *[Capitalization]* of Schedule "C" shall be true and correct in all respects (except for *de minimis* errors) as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date), and (ii) all other representations and warranties of Mandalay set forth in this Agreement

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shall be true and correct as of the Effective Time (except for representations and warranties made as of a specified date, which representations and warranties shall be true and correct in all respects as of such date), except to the extent that the failure or failures of such representations and warranties in this subparagraph (ii) to be so true and correct, individually or in the aggregate, has not had or would not reasonably be expected to have a Material Adverse Effect on Mandalay (and, for the purpose of this subparagraph (ii), any reference to "material", "Material Adverse Effect" or other concepts of materiality in such representations and warranties shall be ignored), and Mandalay shall have delivered a certificate confirming same to Alkane, executed by two senior officers of Mandalay (in each case, in their capacity as officers of Mandalay and without personal liability) and addressed to Alkane and dated the Effective Date;

(c) since the date of this Agreement, there shall not have occurred a Material Adverse Effect on Mandalay which is continuing; and

(d) holders of no more than 10% of the Mandalay Shares shall have exercised Dissent Rights.

6.3 Additional Conditions Precedent to the Obligations of Mandalay

The obligation of Mandalay to complete the transactions contemplated by this Agreement shall also be subject to the fulfillment, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Mandalay and may be waived by Mandalay at any time, in whole or in part, in its sole discretion and without prejudice to any other rights that Mandalay may have):

(a) all covenants of Alkane and Acquireco under this Agreement to be performed on or before the Effective Date which have not been waived by Mandalay shall have been duly performed by Alkane and Acquireco in all material respects, and Mandalay shall have received a certificate of Alkane, addressed to Mandalay and dated the Effective Date, signed on behalf of Alkane by an executive officer of Alkane (without personal liability), confirming the same as at the Effective Date;

(b) (i) the representations and warranties of Alkane set forth in Section 1 *[Organization and Qualification]*, Section 2 *[Authorization; Validity of Agreement]*, Section 3 *[Execution and Binding Obligations],* Section 4(a)(i) *[Consents and Approvals; No Violations]* and Section 9 *[Capitalization]* of Schedule "D" shall be true and correct in all respects (except for *de minimis* errors) as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date), and (ii) all other representations and warranties of Mandalay set forth in this Agreement shall be true and correct as of the Effective Time (except for representations and warranties made as of a specified date, which representations and warranties shall be true and correct in all respects as of such date), except to the extent that the failure or failures of such representations and warranties in this subparagraph (ii) to be so true and correct, individually or in the aggregate, has not had or would not reasonably be expected to have a Material Adverse Effect on Mandalay (and, for the purpose of this subparagraph (ii), any reference to "material", "Material Adverse Effect" or other concepts of materiality in such representations and warranties shall be ignored), and Alkane shall have delivered a certificate confirming same to Mandalay, executed by two senior officers of Alkane (in each case, in their capacity as officers of Alkane and without personal liability) and addressed to Mandalay and dated the Effective Date;

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(c) since the date of this Agreement, there shall not have occurred a Material Adverse Effect on Alkane which is continuing;

(d) all documents and instruments necessary to effect, as and from the Effective Time, that the Alkane Board will be constituted of two current directors of Alkane, three directors nominated by Mandalay, and a new independent non-executive director to be appointed by Alkane, shall have been tabled in escrow, subject only to occurrence of the Effective Time; provided all such members of the Alkane Board consent to act as director on the Alkane Board, meet the qualification requirements to serve as a director under the rules and policies of the Exchange and the *Corporations Act 2001* (Cth), hold a director identification number and shall be eligible under applicable Law to serve as a director; and

(e) Alkane shall have complied with its obligations under Section 2.8 and the Depositary shall have confirmed receipt of the Alkane Shares contemplated thereby.

6.4 Satisfaction of Conditions

The conditions precedent set out in Sections 6.1, 6.2 and 6.3 shall be conclusively deemed to have been satisfied, waived or released at the Effective Time.

ARTICLE 7
ADDITIONAL AGREEMENTS

7.1 Notice and Cure Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the earlier to occur of the termination of this Agreement and the Effective Time of any event or state of facts which occurrence or failure would, or would be reasonably likely to:

(i) cause any of the representations or warranties of such Party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date of this Agreement to the Effective Time if such failure to be true or accurate would cause any condition in Section 6.2(b) *[Mandalay Representations and Warranties Condition]* or Section 6.3(b) *[Alkane Representations and Warranties Condition]*, as applicable, not to be satisfied or not to be capable of being satisfied on or prior to the Outside Date; or

(ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party under this Agreement if such failure to comply would cause any condition in Section 6.2(a) *[Mandalay Covenants Condition]* or Section 6.3(a) *[Alkane Covenants Condition]* not to be satisfied or not to be capable of being satisfied on or prior to the Outside Date.

(b) Notification provided under Section 7.1(a) will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto) or the conditions to the obligations of the Parties under this Agreement.

(c) Alkane may not exercise its rights to terminate this Agreement pursuant to Section 8.2(a)(iii)(C) and Mandalay may not exercise its right to terminate this Agreement pursuant to Section 8.2(a)(iv)(C) unless the Party intending to rely thereon has delivered a

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written notice to the other Party (which, in this Article 7 shall be reference to either Mandalay or Alkane as the context dictates and reference to either Party shall mean reference to either Mandalay or Alkane as context dictates) specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfilment or the applicable condition or termination right, as the case may be. If any such notice is delivered, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may terminate this Agreement until the earlier of (i) the Outside Date, and (ii) expiration of a period of ten (10) Business Days from such notice, and then only if such matter has not been cured by such date, provided that, for greater certainty, if any matter is not capable of being cured by the Outside Date, the Party intending to terminate this Agreement may immediately exercise the applicable termination right.

(d) If a written notice is delivered to a Party pursuant to Section 7.1(c) prior to the date of the Mandalay Meeting or the making of the application for the Final Order, unless the Parties agree otherwise, the parties shall delay the Mandalay Meeting or the making the Final Order application until the earlier of (i) five (5) Business Days prior to the Outside Date, and (ii) the date that is ten (10) Business Days after delivery of such notice.

(e) For greater certainty, in the event that such matter is cured within the time period referred to herein without a Material Adverse Effect, this Agreement may not be terminated as a result of the cured breach.

7.2 Non-Solicitation

(a) Each Party shall, and shall direct and cause its respective officers, directors, employees, representatives, advisors and agents and its subsidiaries and their representatives, advisors, agents, officers, directors and employees (collectively, the "**Representatives**") to immediately cease and cause to be terminated any solicitation, encouragement, activity, discussion or negotiation with any parties (other than the other Parties, their respective subsidiaries and their respective Representatives) that may be ongoing with respect to any inquiry, proposal or offer that constitutes, or could be reasonably expected to constitute or lead to an Acquisition Proposal whether or not initiated by such Party, and in connection therewith each Party shall immediately discontinue access to, and disclosure of, all information regarding such Party and such Party's subsidiaries (including access to the Alkane Data Room or the Mandalay Data Room, as applicable) and promptly, and in any event within two (2) Business Days after the date hereof, request the return or destruction of information regarding such Party and its respective subsidiaries previously provided to such parties since January 1, 2024 and shall request the destruction of all materials including or incorporating any confidential information regarding such Party and its subsidiaries. Each Party agrees not to release any third party from any confidentiality agreement relating to a potential Acquisition Proposal to which such third party is a party. Each Party further represents and warrants that since January 1, 2024 it has not waived any confidentiality, standstill, non-disclosure, non-solicitation or similar agreement, restriction or covenant to which it or a subsidiary is a party and covenants, agrees and confirms that (i) it shall use commercially reasonable best efforts to enforce each confidentiality, standstill, non-disclosure, non-solicitation or similar agreement, restriction or covenant to which it or a subsidiary is a party, and (ii) neither it, nor its subsidiary nor any of their respective Representatives have released or shall, without the prior written consent of the other Party (which may be withheld or delayed at the other Party's sole and absolute discretion), release any person from, or waive, amend, suspend or otherwise modify, such

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person's obligations under any confidentiality, standstill, non-disclosure, non-solicitation or similar agreement, restriction or covenant to which it or its subsidiary is a party and that remains in effect as of the date hereof (it being acknowledged that the automatic termination or release of any such agreement, restriction or covenant, including as a result of entering into this Agreement shall not be a violation of this Section 7.2(a)).

(b) Subject to Section 7.2(c) of this Agreement or unless permitted pursuant to this Section 7.2, each Party agrees that it shall not, and shall not authorize or permit any of its Representatives or its subsidiaries, directly or indirectly, to:

(i) make, solicit, initiate, entertain, knowingly encourage, promote or otherwise knowingly facilitate, including by way of furnishing information, permitting any visit to its facilities or properties or entering into any form of agreement, arrangement or understanding (other than a confidentiality agreement permitted pursuant to this Section 7.2), any inquiries or the making of any proposals regarding an Acquisition Proposal or that could reasonably be expected to constitute or lead to an Acquisition Proposal;

(ii) enter into, engage in or participate, directly or indirectly, in any discussions or negotiations regarding, or furnish to any person any information or otherwise cooperate with, respond to, assist or participate in any Acquisition Proposal or any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to an Acquisition Proposal, provided however that a Party may communicate and participate in discussions with a third party for the purpose of (A) advising such third party of the non-solicitation restrictions set forth in this Section 7.2, (B) clarifying the terms of any proposal in order to determine if it would reasonably be expected to result in a Superior Proposal, and (C) advising such third party that an Acquisition Proposal does not constitute a Superior Proposal or is not reasonably expected to constitute or lead to a Superior Proposal;

(iii) remain neutral with respect to, or agree to, approve or recommend any publicly announced Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to a publicly disclosed Acquisition Proposal for five (5) Business Days following public disclosure of such Acquisition Proposal, or, in the event the Mandalay Meeting (in the event Mandalay is the Solicited Party) or the Alkane Meeting (in the event Alkane is the Solicited Party) is scheduled to occur within such five (5) Business Day period, prior to the third (3rd) Business Day before the date of such meeting (or, if the public announcement were made less than three (3) Business Days prior to the Mandalay Meeting (in the event Mandalay is the Solicited Party) or the Alkane Meeting (in the event Alkane is the Solicited Party), prior to the first (1st) Business Day before the date of such meeting) shall not be considered to be a violation of this Section 7.2(b)(iii), provided that the board of directors of the Solicited Party has rejected such Acquisition Proposal and, as applicable, affirmed its recommendation by press release before the end of such period);

(iv) fail to unanimously recommend or withdraw, modify, qualify or change in a manner adverse to the other Party, or publicly propose to or publicly state that it intends to withdraw, modify, qualify or change in a manner adverse to the other Party the approval, recommendation or declaration of advisability of its board of directors of the Arrangement or the Share Issuance Resolution, as applicable, and

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the transaction contemplated in this Agreement other than following the occurrence of a Material Adverse Effect in respect of the other Party, as applicable (a "**Change in Recommendation**") (it being understood that failing to publicly affirm the approval or recommendation of its board of directors of the Arrangement and the transactions contemplated in this Agreement or the Share Issuance Resolution, as applicable (without qualification) within five (5) Business Days after an Acquisition Proposal relating to such Party has been publicly announced (or, in the event the Mandalay Meeting (in the event Mandalay is the Solicited Party) or the Alkane Meeting (in the event Alkane is the Solicited Party) is scheduled to occur within such five (5) Business Day period, prior to the third (3rd) Business Day before the date of such meeting (or, if the public announcement were made less than three (3) Business Days prior to the Mandalay Meeting (in the event Mandalay is the Solicited Party) or the Alkane Meeting (in the event Alkane is the Solicited Party), prior to the first (1st) Business Day before the date of such meeting)) shall be considered an adverse modification);

(v) accept or enter into any agreement, arrangement, letter of intent or understanding related to any Acquisition Proposal (other than an Acceptable Confidentiality Agreement); or

(vi) make any public announcement to do any of the foregoing.

(c) If a Party or any subsidiary of a Party or any of their respective Representatives (in this section, the "**Solicited Party**") receives or otherwise becomes aware of any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to such Solicited Party, including information, access or disclosure relating to the properties, facilities, books and records of such Solicited Party or any discussions or negotiations are sought to be initiated or continued with such Solicited Party in connection with an actual or potential Acquisition Proposal, the Solicited Party shall:

(i) promptly notify the other Party, at first orally within 24 hours, and then promptly and in any event within 48 hours in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions, the identity of all persons making the Acquisition Proposal, inquiry, proposal, offer or request, and copies of all written documents, material correspondence or other material received in respect of, from or on behalf of any such person; and

(ii) keep the other Party fully informed, on a prompt basis, of the status of all material developments with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any material changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request and shall promptly provide to the other Party copies of all material correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the material or substantive terms of such correspondence communicated to the Solicited Party by or on behalf of any person making such Acquisition Proposal, inquiry, proposal, offer or request.

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(d) Notwithstanding the foregoing part of this Section 7.2 and any other provisions of this Agreement, the board of directors of a Solicited Party may prior to the Mandalay Shareholder Approval (in the case of Mandalay as the Solicited Party) or the Alkane Shareholder Approval (in the case of Alkane as the Solicited Party) having been obtained consider, participate in any discussions or negotiations with and provide information to, any person who has delivered a written Acquisition Proposal which was not solicited or encouraged by the Solicited Party after the date of this Agreement, if and only if,

(i) the board of directors of the Solicited Party first determines in good faith, after consultation with its financial advisor and outside legal counsel, such Acquisition Proposal, including any clarifying statements made pursuant to Section 7.2(b)(ii), constitutes or would reasonably be expected to constitute or lead to a Superior Proposal;

(ii) such person making the Acquisition Proposal was not restricted from making such Acquisition Proposal pursuant to an existing confidentiality, standstill, non-disclosure, non-solicitation or similar agreement, restriction or covenant contained in any Contract entered into with the Solicited Party;

(iii) the Solicited Party has been and continues to be in compliance in all material respects with its obligations under this Section 7.2;

(iv) if the Solicited Party provides confidential non-public information to such person, prior to doing so, the Solicited Party obtains an Acceptable Confidentiality Agreement from the person making such Acquisition Proposal; and

(v) prior to engaging in or participating in discussions or negotiations with such person regarding such Acquisition Proposal (excluding, for certainty, negotiations regarding the Acceptable Confidentiality Agreement that do not relate to the terms and conditions of the Acquisition Proposal) or providing any such copies, access or disclosure, the Solicited Party provides the other Party with:

(1) written notice stating the Solicited Party's intention to participate in such discussions or negotiations and to provide such copies, access or disclosure and that the board of directors of the Solicited Party has determined that failure to take such action would be inconsistent with its fiduciary duties;

(2) promptly, a copy of any such Acceptable Confidentiality Agreement; and

(3) a list of the information provided to such person and is immediately provided with access to similar information to which such person was provided (to the extent that such information had not previously been provided or otherwise made available to the other Party).

(e) Nothing contained in this Article 7 shall prohibit the Mandalay Board or the Alkane Board, as applicable, from:

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(i) responding through a directors' circular or otherwise making disclosure to Mandalay Shareholders or Alkane Shareholders, as applicable, (i) as required by Law in response to an Acquisition Proposal; or (ii) if the Mandalay Board or the Alkane Board, as applicable, has determined acting in good faith and upon the advice of outside legal counsel, that the failure to make such disclosure would be inconsistent with the exercise of its fiduciary duties; provided that it is understood that except in circumstances where the Mandalay Board or the Alkane Board, as applicable, is permitted to make a Change in Recommendation in accordance with the terms of this Agreement, the applicable Party shall provide the other Party and its external legal counsel with a reasonable opportunity to review and comment on the form and content of any disclosure to be made pursuant to this paragraph, and shall give reasonable consideration to comments made by the other Party and its external legal counsel; or

(ii) calling and/or holding a meeting of Mandalay Shareholders or Alkane Shareholders, as applicable, requisitioned in accordance with applicable Laws or taking any other action with respect to an Acquisition Proposal to the extent ordered or otherwise mandated by a Governmental Entity or court of competent jurisdiction in accordance with Law.

(f) Each Party shall ensure that its officers, directors and employees and its subsidiaries and their officers, directors, employees and any financial advisors or other advisors or Representatives retained by it are aware of the provisions of this Section 7.2, and it shall be responsible for any breach of this Section 7.2 by such officers, directors, employees, financial advisors or other advisors or Representatives.

7.3 Right to Accept a Superior Proposal

(a) If a Party receives an Acquisition Proposal that constitutes a Superior Proposal prior to the Mandalay Shareholder Approval having been obtained, in the case of Mandalay, or the Alkane Shareholder Approval having been obtained, in the case of Alkane, such Party (the "**Terminating Party**") may make a Change in Recommendation in respect of such Superior Proposal, may approve, recommend or enter into a definitive agreement with respect to such Superior Proposal and terminate this Agreement if, and only if:

(i) the person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing confidentiality, standstill, non-disclosure, non-solicitation or similar agreement, restriction or covenant contained in any Contract entered into with the Terminating Party or a subsidiary of the Terminating Party;

(ii) the Terminating Party has been, and continues to be, in compliance with its obligations under Section 7.2 in all material respects;

(iii) the Terminating Party has provided the other Party with a copy of all documentation required pursuant to Sections 7.2(c) and 7.2(d)(v);

(iv) the Terminating Party has delivered to the other Party a written notice advising it that the Terminating Party's board of directors has resolved to make a Change in Recommendation or to terminate this Agreement or to accept, approve, recommend or enter into an agreement in respect of such Superior Proposal subject

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only to this Section 7.3 (including a notice as to the value in financial terms that the board of directors has, in consultation with its financial advisors, determined should be ascribed to any non-cash consideration offered under the Superior Proposal) (a "**Superior Proposal Notice**");

(v) at least five (5) full Business Days (the "**Matching Period**") have elapsed from the date that is the later of the date on which the other Party received the Superior Proposal Notice and the date on which the other Party received all of the materials referred to in Section 7.3(a)(iii);

(vi) during any Matching Period, the other Party has had the opportunity (but not the obligation), in accordance with Section 7.3(b), to offer to amend this Agreement in order for such Acquisition Proposal to cease to be a Superior Proposal;

(vii) after the Matching Period, the board of directors of the Terminating Party has determined in good faith, after consultation with its outside legal counsel and financial advisors, that such Acquisition Proposal continues to constitute a Superior Proposal (if applicable, compared to the terms of the Arrangement as proposed to be amended under Section 7.3(a)(vi)), and determined in good faith, after consultation with its outside legal counsel that the failure by the board of directors of the Terminating Party to approve, recommend or enter into a definitive agreement with respect to such Superior Proposal would be inconsistent with its fiduciary duties; and

(viii) prior to or concurrently with entering into such definitive agreement or making a Change in Recommendation, the Terminating Party shall terminate this Agreement pursuant to Section 8.2 and pay the Termination Fee pursuant to Section 7.4, as applicable.

(b) During any Matching Period, or such longer period as the Terminating Party may approve, in its sole discretion: (i) the other Party has the opportunity (but not the obligation) to offer to amend this Agreement in order for such Acquisition Proposal to cease to be a Superior Proposal and the board of directors of the Terminating Party will review any written proposal to amend the terms of this Agreement in good faith in order to determine, in the exercise of its fiduciary duties, whether the amended proposal would, upon acceptance by the Terminating Party, result in such Superior Proposal ceasing to be a Superior Proposal; and (ii) the Terminating Party shall, and shall cause its Representatives to, negotiate in good faith with the other Party to make such mutually agreed amendments to the terms of this Agreement and the Plan of Arrangement as would enable the other Party to proceed with the transactions contemplated by this Agreement on such amended terms. If the board of directors of the Terminating Party so determines, the Terminating Party will enter into an amended agreement with the other Party reflecting the amended proposal as mutually agreed and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing. If the board of directors of the Terminating Party does not so determine, the Terminating Party may accept, approve, recommend or enter into an agreement, understanding or arrangement in respect of such Superior Proposal.

(c) Each successive amendment or modification to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the Terminating Party's securityholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of this Section 7.3, and

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the other Party shall be afforded a new full five (5) Business Day Matching Period from the later of the date on which the other Party received the Superior Proposal Notice and the date on which the other Party received all of the materials referred to in Section 7.3(a)(iii) with respect to each new Acquisition Proposal from the Terminating Party.

(d) The board of directors of the Terminating Party shall promptly reaffirm its recommendation of the Arrangement (which in the case of Mandalay shall be the Mandalay Board Recommendation and in the case of Alkane shall be the Alkane Board Recommendation) by news release after any Acquisition Proposal which is not determined to be a Superior Proposal is publicly announced or the Terminating Party determines that a proposed amendment to the terms of this Agreement as contemplated under Section 7.3(b) would result in an Acquisition Proposal constituting a Superior Proposal no longer being a Superior Proposal. The Terminating Party shall provide the other Party and its outside legal counsel with a reasonable opportunity to review the form and content of any such news release and shall make all reasonable amendments to such news release as requested by the other Party and its outside legal counsel.

(e) If the Mandalay Meeting is to be held during a Matching Period, Mandalay shall at the request of Alkane, postpone or adjourn the Mandalay Meeting to a date that is not more than fifteen (15) days after the scheduled date of the Mandalay Meeting, but in any event the Mandalay Meeting shall not be postponed or adjourned to a date that would prevent the Effective Date from occurring prior to the Outside Date.

(f) If the Alkane Meeting is to be held during a Matching Period, Alkane shall at the request of Mandalay, postpone or adjourn the Alkane Meeting to a date that is not more than fifteen (15) days after the scheduled date of the Alkane Meeting, but in any event the Alkane Meeting shall not be postponed or adjourned to a date that would prevent the Effective Date from occurring prior to the Outside Date.

7.4 Expenses and Termination Fees

(a) Except as otherwise provided herein, all fees, costs and expenses incurred in connection with this Agreement and the Plan of Arrangement shall be paid by the Party incurring such fees, costs or expenses.

(b) If a Mandalay Termination Fee Event occurs, Mandalay shall pay Alkane as consideration for the disposition by Alkane of its rights under this Agreement and the Plan of Arrangement (by wire transfer of immediately available funds) the Termination Fee.

(c) If an Alkane Termination Fee Event occurs, Alkane shall pay Mandalay as consideration for the disposition by Mandalay of its rights under this Agreement and the Plan of Arrangement (by wire transfer of immediately available funds) the Termination Fee.

(d) The parties acknowledge and agree that the payer of any Termination Fee, being Mandalay or Alkane (as applicable), shall not (despite any provision to the contrary in this Agreement) withhold or deduct any amount from the Termination Fee on account of Australian Tax, including (but not limited to) Australian Tax under Division 11A of Part III of the *Income Tax Assessment Act 1936* (Cth), Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or Subdivision 12-F of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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(e) For the purposes of this Agreement:

(i) "**Termination Fee**" means A$17,000,000.

(ii) "**Mandalay Termination Fee Event**" means the termination of this Agreement:

(A) by Alkane pursuant to Section 8.2(a)(iii)(A) *[Change in Recommendation]*; or

(B) by Alkane pursuant to Section 8.2(a)(iii)(D) [*Breach of Non-Solicitation*]; or

(C) by Alkane pursuant to Section 8.2(a)(iii)(E) *[Superior Proposal]*; or

(D) by Mandalay pursuant to Section 8.2(a)(iv)(B) *[Superior Proposal]*; or

(E) by either Party pursuant to Section 8.2(a)(ii)(D) *[Mandalay Shareholder Approval]* if at such time Alkane is entitled to terminate this Agreement pursuant to Section 8.2(a)(iii)(A) *[Change in Recommendation]*; or

(F) by either Party pursuant to Section 8.2(a)(ii)(A) *[Outside Date]* or Section 8.2(a)(ii)(D) *[Mandalay Shareholder Approval]* or by Alkane pursuant to Section 8.2(a)(iii)(C) *[Breach of Representations or Covenants]* if in either case:

(1) prior to the earlier of the termination of this Agreement or the holding of the Mandalay Meeting, a *bona fide* Acquisition Proposal with respect to Mandalay shall have been made to Mandalay or publicly announced by any person (other than Alkane or any of its affiliates); and

(2) within twelve (12) months following the date of such termination (including on the date of such termination), either (I) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal as referred to in clause (1) above) above is consummated, or (II) Mandalay or one or more of its subsidiaries, directly or indirectly, accepts, approves or enters into a definitive agreement in respect of such Acquisition Proposal and such Acquisition Proposal is later consummated or effected,

provided that, for the purposes of this Section 7.4(e)(ii)(F) all references to "20%" in the definition of "Acquisition Proposal" shall be deemed to be references to "50%" and Mandalay shall be entitled to deduct from the Termination Fee an amount equal to the Mandalay Expense Fee paid to Alkane, if any.

(iii) "**Alkane Termination Fee Event**" means the termination of this Agreement:

(A) by Mandalay pursuant to Section 8.2(a)(iv)(A) *[Change in Recommendation]*; or

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(B) by Mandalay pursuant to Section 8.2(a)(iv)(D) [*Breach of Non-Solicitation*]; or

(C) by Mandalay pursuant to Section 8.2(a)(iv)(E) *[Superior Proposal]*; or

(D) by Alkane pursuant to Section 8.2(a)(iii)(B) *[Superior Proposal]*; or

(E) by either Party pursuant to Section 8.2(a)(ii)(C) *[Alkane Shareholder Approval]*, if at such time Mandalay is entitled to terminate this Agreement pursuant to Section 8.2(a)(iv)(A) *[Change in Recommendation]*; or

(F) by either Party pursuant to Section 8.2(a)(ii)(A) *[Outside Date]* or Section 8.2(a)(ii)(C) *[Alkane Shareholder Approval]*, or by Mandalay pursuant to Section 8.2(a)(iv)(C) *[Breach of Representations or Covenants]* if in either case:

(1) prior to the earlier of the termination of this Agreement or the holding of the Alkane Meeting, a bona fide Acquisition Proposal shall have been made to Alkane or publicly announced by any person (other than Mandalay or any of its affiliates); and

(2) within twelve (12) months following the date of such termination (including on the date of such termination), either (I) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal as referred to in clause (1) above) is consummated, or (II) Alkane or one or more of its subsidiaries, directly or indirectly, accepts, approves or enters into a definitive agreement in respect of such Acquisition Proposal and such alternate Acquisition Proposal is later consummated or effected,

provided that, for the purposes of this Section 7.4(e)(iii)(F) all references to "20%" in the definition of "Acquisition Proposal" shall be deemed to be references to "50%" and Alkane shall be entitled to deduct from the Termination Fee an amount equal to the Expense Fee paid to Mandalay, if any.

(f) If a Mandalay Termination Fee Event described in Section 7.4(e)(ii)(D) occurs, the Termination Fee shall be payable prior to or simultaneously by Mandalay to Alkane with the occurrence of such Mandalay Termination Fee Event. If a Mandalay Termination Fee Event described in Sections 7.4(e)(ii)(A), 7.4(e)(ii)(B) or 7.4(e)(ii)(E) occurs, the Termination Fee shall be payable by Mandalay to Alkane within two (2) Business Days following the occurrence of such Mandalay Termination Fee Event. If a Mandalay Termination Fee Event described in Section 7.4(e)(ii)(F) occurs, the Termination Fee shall be payable by Mandalay to Alkane within two (2) Business Days following the consummation of an Acquisition Proposal referred to in Section 7.4(e)(ii)(F).

(g) If an Alkane Termination Fee Event described in Section 7.4(e)(iii)(D) occurs, the Termination Fee shall be payable by Alkane to Mandalay prior to or simultaneously with the occurrence of such Alkane Termination Fee Event. If an Alkane Termination Fee Event described in Sections 7.4(e)(iii)(A), 7.4(e)(iii)(B) or 7.4(e)(iii)(E) occurs, the Termination Fee shall be payable by Alkane to Mandalay within two (2) Business Days following the

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occurrence of such Alkane Termination Fee Event. If an Alkane Termination Fee Event described in Section 7.4(e)(iii)(F) occurs, the Termination Fee shall be payable by Alkane to Mandalay within two (2) Business Days following the consummation of an Acquisition Proposal referred to in Section 7.4(e)(iii)(F).

(h) If a Mandalay Expense Fee Event occurs, Mandalay shall pay Alkane (by wire transfer of immediately available funds) the Expense Fee within five (5) Business Days following the occurrence of the Mandalay Expense Fee Event.

(i) If an Alkane Expense Fee Event occurs, Alkane shall pay Mandalay (by wire transfer of immediately available funds) the Expense Fee within five (5) Business Days following the occurrence of the Alkane Expense Fee Event.

(j) For the purposes of this Agreement:

(i) "**Expense Fee**" means C$500,000;

(ii) "**Mandalay Expense Fee Event**" means the termination of this Agreement by Alkane pursuant to Section 8.2(a)(ii)(D) *[Mandalay Shareholder Approval]* or Section 8.2(a)(iii)(C) *[Breach of Representations and Warranties or Failure to Perform Covenants]*; and

(iii) "**Alkane Expense Fee Event**" means the termination of this Agreement by Mandalay pursuant to Section 8.2(a)(ii)(C) *[Alkane Shareholder Approval]* or Section 8.2(a)(iv)(C) *[Breach of Representations and Warranties or Failure to Perform Covenants]*.

(k) Each of the Parties acknowledges that the agreements contained in this Section 7.4 are an integral part of the transactions contemplated in this Agreement and that, without those agreements, the Parties would not enter into this Agreement. Each Party acknowledges that all of the payment amounts set out in this Section 7.4 are payments of liquidated damages which are a genuine pre-estimate of the damages, including opportunity costs, reputational damage and out-of-pocket expenditures, which the Party will suffer or incur as a result of the event giving rise to such payment and the resultant termination of this Agreement and are not penalties. Each Party irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. Each Party agrees that upon any termination of this Agreement under circumstances where the Party is entitled to the Termination Fee and such Termination Fee is paid in full, the receipt of the Termination Fee by such Party shall be the sole and exclusive remedy (including damages, specific performance and injunctive relief) of the Party and its affiliates against the other Party, and such Party and its affiliates shall be in such circumstances precluded from any other remedy against the other Party at Law or in equity or otherwise (including an order for specific performance), and shall not seek to obtain any recovery, judgment, or damages of any kind, including consequential, indirect, or punitive damages, against the other Party or any of its subsidiaries or any of their respective directors, officers, employees, partners, managers, members, shareholders or affiliates or their respective representatives in connection with this Agreement or the transactions contemplated hereby.

(l) If the Expense Fee is paid pursuant to this Section 7.4, such amount will be credited against any Termination Fee that later becomes payable as a result of the termination of this Agreement.

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(m) Nothing in this Section 7.4 shall relieve or have the effect of relieving any Party in any way from liability for damages incurred or suffered by a Party as a result of a Willful Breach of this Agreement.

(n) Nothing in this Section 7.4 shall preclude a Party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or otherwise to obtain specific performance of any such covenants or agreements, without the necessity of posting bond or security in connection therewith.

7.5 Access to Information; Confidentiality

(a) From the date hereof until the earlier of the Effective Time and the termination of this Agreement, subject to applicable Law, Mandalay shall, and shall cause its subsidiaries and their Representatives to, as promptly as reasonably possible in each instance: (i) give Alkane and its Representatives, consultants and independent contractors reasonable access to its and its subsidiaries' offices, premises, properties, assets, senior personnel, Contracts and Books and Records (including continuing access to the Mandalay Data Room), and (ii) furnish to Alkane and its Representatives, consultants, and independent contractors such financial and operating data or other information with respect to the assets or business of Mandalay as Alkane may reasonably request (and, the Parties agree that the diligence requests made by Alkane to date, and requests for updates or additional detail beyond such requests, will be considered reasonable); including for the purpose of facilitating integration business planning, provided that Mandalay's compliance with any request under this Section 7.5(a) shall not unduly interfere with the conduct of the business of Mandalay and the subsidiaries of Mandalay.

(b) From the date hereof until the earlier of the Effective Time and the termination of this Agreement, subject to applicable Law, Alkane shall, and shall cause its subsidiaries and their Representatives to, as promptly as reasonably possible in each instance: (i) give Mandalay and its Representatives, consultants and independent contractors reasonable access to its and its subsidiaries' offices, premises, properties, assets, senior personnel, Contracts and Books and Records (including continuing access to the Alkane Data Room), and (ii) furnish to Mandalay and its Representatives, consultants, and independent contractors such financial and operating data or other information with respect to the assets or business of Alkane as Mandalay may reasonably request (and, the Parties agree that the diligence requests made by Mandalay to date, and requests for updates or additional detail beyond such requests, will be considered reasonable); including for the purpose of facilitating integration business planning, provided that Alkane's compliance with any request under this Section 7.5(b) shall not unduly interfere with the conduct of the business of Alkane and its subsidiaries.

(c) Investigations made by or on behalf of either Alkane or Mandalay, whether under this Section 7.5 or otherwise, will not waive, diminish the scope of, or otherwise affect any representation or warranty made by any Party in this Agreement (or remedies with respect thereto).

(d) Each Party acknowledges that the Confidentiality Agreement continues to apply and, in the case any information provided under Section 7.5(a) or Section 7.5(b) above that is non-public and/or proprietary in nature shall be subject to the terms of the Confidentiality Agreement; provided that to the extent any provision of the Confidentiality Agreement conflicts with the terms of this Agreement, the terms of this Agreement shall prevail. For

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greater certainty, if this Agreement is terminated in accordance with its terms, any obligations of the Parties and their respective Representatives under the Confidentiality Agreement shall survive the termination of this Agreement in accordance with the terms of the Confidentiality Agreement. The information provided in the Mandalay Disclosure Letter and the Alkane Disclosure Letter is confidential information and subject to the terms and conditions of the Confidentiality Agreement.

(e) This Section 7.5 shall not require either Party to permit any access, or to disclose any information that in the reasonable good faith judgment of such Party, after consultation with outside legal counsel, would cause any violation of any Law or cause any privilege (including attorney-client privilege) that such Party would be entitled to assert to be undermined with respect to such information, provided that, the Parties hereto shall cooperate in seeking to find a way to allow disclosure of such information to the extent doing so could reasonably (in the good faith belief of such Party, after consultation with outside legal counsel) be managed through the use of customary "clean-room" or other similar arrangements.

(f) If the receiving Party is requested in any judicial or administrative Proceeding, or by any Governmental Entity, to disclose any confidential information (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or otherwise), the receiving Party will give the furnishing Party prompt notice of such request so that the furnishing Party may seek an appropriate protective order, and, upon the furnishing Party's request and at the furnishing Party's expense, will cooperate with the furnishing Party in seeking such an order. If the receiving Party is nonetheless compelled to disclose confidential information, the receiving Party will disclose only that portion of the confidential information which the receiving Party is legally required to disclose and, upon the furnishing Party's request and at the furnishing Party's expense, will use commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such confidential information to the extent such assurances are available.

(g) Each party acknowledges that the confidential information may contain material non-public information concerning the furnishing Party. Each Party further acknowledges its awareness of the restrictions imposed by federal, provincial and state securities laws on persons in possession of material non-public information, and agrees that while it is in possession of material non-public information with respect to the other Parties, it will not purchase or sell any securities of the other Parties, or communicate such information to any third party, in violation of applicable law. Nothing herein will constitute an admission by either Party that any confidential information in fact contains material non-public information concerning the furnishing Party.

ARTICLE 8
TERM, TERMINATION, AMENDMENT AND WAIVER

8.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

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8.2 Termination

(a) This Agreement may be terminated and the Arrangement may be abandoned at any time prior to the Effective Time (notwithstanding the approval of this Agreement or the Arrangement Resolution by the Mandalay Shareholders, the approval of the Share Issuance Resolution by the Alkane Shareholders, or the approval of the Arrangement by the Court):

(i) by mutual written agreement of Mandalay and Alkane; or

(ii) by either Mandalay or Alkane, if:

(A) the Effective Time shall not have occurred on or before the Outside Date, except that the right to terminate this Agreement under this Section 8.2(a)(ii)(A) shall not be available to any Party whose failure to fulfill any of its obligations or whose breach of any of its representations and warranties under this Agreement has been the principal cause of the failure of the Effective Time to occur by such Outside Date; or

(B) after the date hereof, there shall be enacted, enforced, amended or made any applicable Law that makes consummation of the Arrangement illegal or otherwise prohibited or enjoins Mandalay or Alkane from consummating the Arrangement and such Law (if applicable) or enjoinment shall have become final and non-appealable provided that the Party seeking to terminate this Agreement pursuant to this Section 8.2(a)(ii)(B) has used its commercially reasonable efforts to, as applicable, prevent, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; or

(C) the Alkane Shareholder Approval is not obtained at the Alkane Meeting (including any adjournment or postponement thereof); provided that a Party may not terminate this Agreement pursuant to this Section 8.2(a)(ii)(C) if the failure to obtain the approval of the Alkane Shareholders has been principally caused by a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement; or

(D) the Mandalay Shareholder Approval is not obtained at the Mandalay Meeting (including any adjournment or postponement thereof) in accordance with the Interim Order provided that a Party may not terminate this Agreement pursuant to this Section 8.2(a)(ii)(D) if the failure to obtain the approval of the Mandalay Shareholders has been principally caused by a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement; or

(iii) by Alkane, if:

(A) the Mandalay Board makes a Change in Recommendation; or

(B) prior to the approval of the Share Issuance Resolution at the Alkane Meeting, Alkane enters into a legally binding agreement with respect to a

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Superior Proposal (other than an Acceptable Confidentiality Agreement), provided that concurrently with such termination, Alkane pays the Termination Fee payable pursuant to Section 7.4; or

(C) subject to Section 7.1, a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Mandalay under this Agreement (other than as set forth in Section 7.2) occurs that would cause any condition in Section 6.2(a) or Section 6.2(b) not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 7.1(c); provided that any Willful Breach shall be deemed to be incapable of being cured and provided further that Alkane is not then in breach of this Agreement so as to directly or indirectly cause any condition in Section 6.2(a) or Section 6.2(b) not to be satisfied; or

(D) Mandalay is in breach or in default of any of its obligations or covenants set forth in Section 7.2 in any material respect; or

(E) Mandalay enters into a legally binding agreement relating to a Superior Proposal (other than an Acceptable Confidentiality Agreement); or

(F) there has occurred a Material Adverse Effect on Mandalay after the date of this Agreement which is incapable of being cured on or prior to the Outside Date; or

(iv) by Mandalay, if:

(A) the Alkane Board makes a Change in Recommendation;

(B) prior to the approval of the Arrangement Resolution at the Mandalay Meeting, Mandalay enters into a legally binding agreement with respect to a Superior Proposal (other than an Acceptable Confidentiality Agreement), provided that concurrently with such termination, Mandalay pays the Termination Fee payable pursuant to Section 7.4; or

(C) subject to Section 7.1, a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Alkane under this Agreement (other than as set forth in Section 7.2) occurs that would cause any condition in Section 6.3(a) or Section 6.3(b) not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 7.1(c); provided that any Willful Breach shall be deemed to be incapable of being cured and provided further that Mandalay is not then in breach of this Agreement so as to directly or indirectly cause any condition in Section 6.3(a) or Section 6.3(b) not to be satisfied; or

(D) Alkane is in breach or in default of any of its obligations or covenants set forth in Section 7.2 in any material respect; or

(E) Alkane enters into a legally binding agreement relating to a Superior Proposal (other than an Acceptable Confidentiality Agreement); or

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(F) there has occurred a Material Adverse Effect on Alkane after the date of this Agreement which is incapable of being cured on or prior to the Outside Date.

(b) The Party desiring to terminate this Agreement pursuant to this Section 8.2 (other than pursuant to Section 8.2(a)(i)) shall give prompt written notice of such termination to the other Parties.

(c) If this Agreement is terminated pursuant to this Section 8.2, this Agreement shall become void and of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or other Representative of such Party) to the other Party, except that: (i) in the event of termination under 8.1 as a result of the Effective Time occurring, 5.8 shall survive for a period of six (6) years following such termination; (ii) in the event of termination under 8.2, this Section 8.2(c), Section 7.4, Section 7.5(d) and Section 9.1 through to and including 9.9 shall survive; and (iii) neither the termination of this Agreement nor anything contained in this Section 8.2(c), shall relieve a Party from any Wilful Breach of this Agreement (which the Parties acknowledge and agree shall not be limited to reimbursement of expenses).

8.3 Amendment

This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Mandalay Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties without, subject to applicable Laws, further notice to or authorization on the part of the Mandalay Shareholders, and any such amendment may, subject to the terms of the Interim Order, the Final Order, the Plan of Arrangement and applicable Law, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; and/or

(d) waive compliance with or modify any mutual conditions precedent herein contained.

8.4 Waiver

Any Party may: (i) extend the time for the performance of any of the obligations or acts of any other Party; (ii) waive compliance, except as provided herein, with any of the other Parties' agreements or the fulfilment of any conditions to its own obligations contained herein; or (iii) waive inaccuracies in any of the other Parties' representations or warranties contained herein or in any document delivered by any other Party, provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

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ARTICLE 9
GENERAL PROVISIONS

9.1 Notices

Any notice or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or email sent to and addressed:

(a) if to Alkane or Acquireco:

Alkane Resources Limited
Level 4, 66 Kings Park Road
West Perth, Western Australia, 6005
Australia

Attention: Nic Earner, Managing Director
Email: *[Redacted – Personal Information]*

with a copy (which shall not constitute notice) to:

Bennett Jones LLP
3400 One First Canadian Place
Toronto, Ontario, M5X 1A4
Canada

Attention: James Clare
Email: *[Redacted – Personal Information]*

(b) if to Mandalay:

Mandalay Resources Corporation
155 University Avenue, Suite 720
Toronto, Ontario, M5H 3B7
Canada

Attention: Frazer Bourchier, President & Chief Executive Officer
E-mail: *[Redacted – Personal Information]*

with a copy (which shall not constitute notice) to:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario, M5H 2S7
Canada

Attention: Michael Partridge / Brandon Hoffman
E-mail: *[Redacted – Personal Information]*

Any notice or other communication is deemed to be given and received (a) if sent by personal delivery or same day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00

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p.m. (local time in place of receipt) and otherwise on the next Business Day, (b) if sent by overnight courier, on the next Business Day, or (c) if sent by email, on the date such email was sent if it is a Business Day and such email was sent prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day (provided in the case of email that no "bounce back" or notice of non-delivery is received by the sender within thirty (30) minutes of the time of sending). A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's outside legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to outside legal counsel does not invalidate delivery of that notice or other communication to a Party.

9.2 Governing Law

This Agreement, and all matters related hereto, will be governed by and interpreted and enforced in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver and waives objection to the venue of any Proceeding in such court or that such court provides an inconvenient forum.

9.3 Injunctive Relief

Subject to Section 7.4, the Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement, any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived, this being in addition to any other remedy to which a Party may be entitled at law or in equity.

9.4 Third Party Beneficiaries

(a) Except as provided in Sections 5.6(d), 5.8, 5.14 and 7.4(k) and which, without limiting their terms, are intended as stipulations for the benefit of the third party persons mentioned in such provision (such third persons referred to in this Section 9.4 as the "**Third Party Beneficiaries**"), and except for the rights of the Mandalay Shareholders to receive the Consideration following the occurrence of the Effective Time, Mandalay, Alkane and Acquireco intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the Parties and that no person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any Proceeding.

(b) Despite the foregoing, the Parties acknowledge to each of the Third Party Beneficiaries their direct rights against the applicable Party under Sections 5.6(d), 5.8, 5.14 and 7.4(k) of this Agreement, which are intended for the benefit of, and shall be enforceable by, each Third Party Beneficiary, his, her or their heirs and legal representatives, and, in respect of the Third Party Beneficiaries identified as being entitled to indemnification under Sections 5.6(d), 5.8, 5.14 and 7.4(k), Mandalay confirms that it is acting as trustee on their behalf, and agrees to enforce such provisions on their behalf.

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9.5 Time of Essence

Time shall be of the essence in this Agreement.

9.6 Entire Agreement

This Agreement (including the exhibits and schedules hereto, the Mandalay Disclosure Letter and the Alkane Disclosure Letter), together with the Confidentiality Agreement, constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the Parties, or any of them, with respect to the subject matter hereof and thereof and, except as expressly provided herein, this Agreement is not intended to and shall not confer upon any person other than the Parties any rights or remedies hereunder. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties with respect thereto except as expressly set forth in this Agreement and the Confidentiality Agreement.

9.7 Assignment

(a) This Agreement becomes effective only when executed by Mandalay, Alkane and Acquireco. After that time, it will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

(b) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Parties, provided however that Alkane (or any permitted assign of Alkane) may, at any time, without such consent, assign all or any portion of its rights and obligations under this Agreement to any direct or indirect wholly-owned subsidiaries of Alkane if such assignee delivers an instrument in writing confirming that it is bound by and shall perform all of the obligations of the assigning party so assigned to it under this Agreement as if it were an original signatory and provided further that Alkane shall not be relieved of its obligations hereunder and shall continue to be liable jointly and severally with such subsidiary, as the case may be, for all of its obligations hereunder, and Section 5.13 of this Agreement shall apply to Alkane *mutatis mutandis* in respect of any such assignee.

9.8 Mutual Intent

Notwithstanding the fact that any part of this Agreement has been drafted or prepared by or on behalf of one of the Parties, all Parties confirm that they and their respective legal counsel have reviewed and negotiated this Agreement and that the Parties have adopted this Agreement as the joint agreement and understanding of the Parties, and the language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and the Parties waive the application of any Laws or rules of construction providing that ambiguities in any agreement or other document will be construed against the Party drafting such agreement or other document and agree that no rule of construction providing that a provision is to be interpreted in favour of the person who contracted the obligation and against the person who stipulated it will be applied against any Party.

9.9 Further Assurances

Subject to the provisions of this Agreement, the Parties shall, from time to time, do all acts and things and execute and deliver all such further documents and instruments, as the other Party may, either before or after the Effective Time, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement and, in the event the Arrangement becomes effective, to document

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or evidence any of the transactions or events set out in the Plan of Arrangement.

9.10 No Liability

No director, officer or equityholder of Alkane shall have any personal liability whatsoever to Mandalay or any other Person under this Agreement or any other document or instrument delivered in connection with the transactions contemplated hereby on behalf of Alkane. No director or officer of Mandalay or any of its subsidiaries shall have any personal liability whatsoever to Alkane or any other Person under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of Mandalay or any of its subsidiaries.

9.11 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

9.12 Counterparts, Execution

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

9.13 Language

The Parties expressly acknowledge that they have requested that this Agreement and all ancillary and related documents thereto be drafted in the English language only.

9.14 Australian Stamp Duties

Acquireco must pay all stamp duties in respect of its acquisition of all of the issued and outstanding Mandalay Shares under this Agreement.

[Remainder of page intentionally left blank. Signature page follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Executed by **ALKANE RESOURCES LIMITED ACN 000 689 216** in accordance with section 127 of the *Corporations Act 2001* (Cth):

(signed) "Nic Earner"
Director

Nic Earner
Name of Director

(signed) "Julia Beckett"
Company Secretary

Julia Beckett
Name of Company Secretary

1536968 B.C. LTD.

By: *(signed) "James Clare"*
Name: James Clare
Title: Director

MANDALAY RESOURCES CORPORATION

By: *(signed) "Frazer Bourchier"*
Name: Frazer Bourchier
Title: President and Chief Executive Officer

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SCHEDULE "A"
PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9
OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings specified in the Arrangement Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

"**Acquireco**" means 1536968 B.C. Ltd., a company existing under the laws of British Columbia and a direct wholly owned subsidiary of Alkane;

"**Acquireco Common Shares**" means the common shares in the capital of Acquireco;

"**affiliate**" has the meaning given to it in the *Securities Act* (British Columbia);

"**Alkane**" means Alkane Resources Limited, a company existing under the laws of Western Australia with ACN 000 689 216;

"**Alkane Share**" means a fully paid ordinary share in the capital of Alkane;

"**Arrangement**" means the arrangement under Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations hereto made in accordance with the terms of the Arrangement Agreement or Section 6.1 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of Mandalay and Alkane, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement dated April 27, 2025 among Alkane, Mandalay and Acquireco, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;

"**Arrangement Resolution**" means the special resolution of the Mandalay Shareholders approving the Arrangement to be considered at the Mandalay Meeting, substantially in the form and content of Schedule "B" to the Arrangement Agreement;

"**Australian Tax Act**" means the *Income Tax Assessment Act 1936 (Cth)*, *Income Tax Assessment Act 1997 (Cth)* and *Taxation Administration Act 1953 (Cth)* and the regulations thereunder, as amended from time to time;

"**BCBCA**" means the *Business Corporations Act* (British Columbia);

"**Business Day**" means a day, other than a Saturday or a Sunday, on which the principal commercial banks located in Toronto, Ontario and Perth, Western Australia are open for the conduct of business;

"**Consideration**" means the Alkane Shares to be issued to the Mandalay Shareholders pursuant to the Plan of Arrangement, being a number of Alkane Shares equal to the Exchange Ratio for each Mandalay Share;

"**Court**" means the Supreme Court of British Columbia;

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"**Depositary**" means any trust company, bank or financial institution agreed to in writing between the Parties for the purpose of, among other things, exchanging Mandalay Shares for the Consideration pursuant to the Arrangement;

"**Dissent Rights**" shall have the meaning ascribed thereto in Section 4.1;

"**Dissenting Shareholder**" means a registered holder of Mandalay Shares that has duly and validly exercised their Dissent Rights and that has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights and that is ultimately determined to be entitled to be paid the fair value of its Mandalay Shares;

"**DRS**" shall have the meaning ascribed thereto in Section 5.2;

"**Effective Date**" means the date upon which the Arrangement becomes effective in accordance with Section 2.7(a) of the Arrangement Agreement;

"**Effective Time**" means 3:01 a.m. (Toronto time) on the Effective Date;

"**Exchange Ratio**" means 7.875 Alkane Shares for each Mandalay Share;

"**Fair Market Value**" with reference to an Alkane Share means the fair market value of such Alkane Share, determined as the closing price per Alkane Share on the Australian Securities Exchange on the last trading day immediately prior to the Effective Date, converted into Canadian dollars using the foreign exchange rate posted by the Bank of Canada for such date;

"**Final Order**" means the final order of the Court, after being informed of the intention to rely upon the exemption from the registration requirements under Section 3(a)(10) of the U.S. Securities Act with respect to the issuance and distribution of the Consideration, approving the Arrangement under subsection 291(4) of the BCBCA, in form and substance acceptable to both Mandalay and Alkane, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both Mandalay and Alkane, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or as amended on appeal (provided that any such amendment is acceptable to both Mandalay and Alkane, each acting reasonably);

"**final proscription date**" shall have the meaning ascribed thereto Section 5.6;

"**Former Mandalay Shareholders**" means the holders of Mandalay Shares (other than Dissenting Shareholders, Alkane and Acquireco) immediately prior to the effective time of the transaction described in Section 3.1(c);

"**Interim Order**" means the interim order of the Court after the application to the Court pursuant to subsection 291(2) of the BCBCA, after being informed of the intention to rely upon the exemption from the registration requirements under Section 3(a)(10) of the U.S. Securities Act with respect to the issuance and distribution of the Consideration, to be issued following the application therefor contemplated by Section 2.2 of the Arrangement Agreement, providing for, among other things, the calling and holding of the Mandalay Meeting, as the same may be affirmed, amended, modified, supplemented or varied by the Court with the consent of both Mandalay and Alkane, each acting reasonably;

"**Mandalay**" means Mandalay Resources Corporation, a corporation existing under the BCBCA;

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"**Mandalay Circular**" means the notice of the Mandalay Meeting and accompanying management information circular, including all schedules, appendices, and exhibits thereto, to be sent to the Mandalay Shareholders in connection with the Mandalay Meeting, as amended, supplemented or otherwise modified from time to time;

"**Mandalay DSUs**" means the outstanding deferred share units of Mandalay issued under the Mandalay Omnibus Plan;

"**Mandalay Meeting**" means the special meeting of the Mandalay Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and any other matters as may be set out in the Mandalay Circular and agreed to in writing by Alkane, acting reasonably;

"**Mandalay Omnibus Plan**" means the omnibus equity incentive plan of Mandalay, which was approved by Mandalay Shareholders at the annual general and special meeting on May 20, 2020;

"**Mandalay Options**" means the outstanding options of Mandalay to purchase Mandalay Shares issued under the Mandalay Plans;

"**Mandalay Plans**" means, collectively, the Mandalay Omnibus Plan and the Mandalay Stock Option Plan;

"**Mandalay PSUs**" means the outstanding performance share units of Mandalay issued under the Mandalay Omnibus Plan;

"**Mandalay RSUs**" means the outstanding restricted share units of Mandalay issued under the Mandalay Omnibus Plan;

"**Mandalay Stock Option Plan**" means the second amended and restated stock option plan of Mandalay dated March 14, 2014;

"**Mandalay Shareholders**" means the holders of Mandalay Shares;

"**Mandalay Shares**" means the common shares in the capital of Mandalay, as constituted immediately prior to the Effective Time;

"**Party**" means any of Mandalay, Alkane or Acquireco as the case may be, and "**Parties**" means all of them, collectively;

"**Plan of Arrangement**" means this plan of arrangement and any amendments or variations hereto made in accordance with Section 8.3 of the Arrangement Agreement or Section 6.1 of this Plan of Arrangement or at the direction of the Court and agreed to in writing by both Mandalay and Alkane, each acting reasonably;

"**Registrar**" means the person appointed as the Registrar of Companies pursuant to section 400 of the BCBCA;

"**Tax**" or "**Taxes**" mean any and all taxes, imposts, levies, withholdings, duties, fees, premiums, assessments and other charges of any kind, however denominated and instalments in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Entity, including for greater certainty all income or profits taxes (including Canadian federal, provincial and territorial income taxes), payroll and employee withholding taxes, employment taxes, unemployment insurance, disability taxes, social insurance taxes,

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sales and use taxes, ad valorem taxes, excise taxes, goods and services taxes, harmonized sales taxes, franchise taxes, gross receipts taxes, capital taxes, business license taxes, mining royalties, alternative minimum taxes, estimated taxes, abandoned or unclaimed (escheat) taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, severance taxes, workers' compensation, Canada and other government pension plan premiums or contributions and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which a Party or any of its subsidiaries is required to pay, withhold or collect, together with any interest, penalties or other additions to tax that may become payable in respect of such taxes, and any interest in respect of such interest, penalties and additions whether disputed or not.

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time;

"**Transmittal Letter**" means the letter of transmittal sent to holders of Mandalay Shares for use in connection with the Arrangement or such other equivalent form of letter of transmittal acceptable to Alkane acting reasonably;

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder; and

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

In addition, words and phrases used herein and defined in the BCBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto. Unless the contrary intention appears, references in this Plan of Arrangement to an Article or Section, by number or letter or both refer to the Article or Section, respectively, bearing that designation in this Plan of Arrangement.

1.3 Number, Gender and persons

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular shall include the plural and vice versa, words importing the use of any gender shall include all genders and the word person and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity or group of persons of any kind or nature whatsoever.

1.4 Date for any Action

If the date on which any action is required or permitted to be taken hereunder is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

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1.5 Statutory References

Any reference in this Plan of Arrangement to a statute includes all rules and regulations made or promulgated thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

1.6 Currency

Unless otherwise stated, all references herein to amounts of money are expressed in lawful money of Canada, and all references to "A$" are references to Australian dollars.

1.7 Governing Law

This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

ARTICLE 2
ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement

This Plan of Arrangement constitutes an arrangement as referred to in section 288 of the BCBCA and is made pursuant to, and is subject to the provisions of, the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein. If there is any conflict between the provisions of this Plan of Arrangement and the provisions of the Arrangement Agreement regarding the Arrangement, the provisions of this Plan of Arrangement shall govern.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement will become effective and be binding on Mandalay, Alkane, Acquireco, all registered and beneficial Mandalay Shareholders (including Dissenting Shareholders), all holders of Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs, the registrar and transfer agent of Mandalay and the Depositary at and after the Effective Time, in each case without any further act or formality required on the part of any person, except as expressly provided in this Plan of Arrangement.

ARTICLE 3
ARRANGEMENT

3.1 Arrangement

Commencing at the Effective Time, the following steps or transactions shall, unless specifically provided otherwise in this Section 3.1, occur and shall be deemed to occur sequentially in the following order without any further authorization, act or formality, in each case at five-minute intervals starting at the Effective Time:

(a) each outstanding Mandalay DSU shall, without any further action on the part of any holder thereof and notwithstanding the terms of the Mandalay Omnibus Plan, be, and shall be deemed to be, settled and cancelled, and in consideration thereof, Mandalay shall allot and issue from treasury to the holder of such Mandalay DSU such number of Mandalay Shares as are due to such holder under the terms of the Mandalay Omnibus Plan (subject to

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withholding in accordance with this Plan of Arrangement) and the name of each such former holder of a settled and cancelled Mandalay DSU shall be entered in Mandalay's central securities register of holders of Mandalay Shares as a holder of Mandalay Shares but no such former holder shall be entitled to a certificate or DRS representing the Mandalay Shares issued upon the settlement and cancellation of such holder's Mandalay DSUs;

(b) each Mandalay Share outstanding immediately prior to the Effective Time held by a Dissenting Shareholder in respect of which Dissent Rights have been validly exercised shall be, and shall be deemed to be, transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, claims and encumbrances, to Mandalay for cancellation and Mandalay shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Article 4 hereof, and:

(i) the name of such registered holder shall be removed from the central securities register of Mandalay as a holder of such Mandalay Shares;

(ii) such Dissenting Shareholders will cease to be the registered holder of such Mandalay Shares and will cease to have any rights as Mandalay Shareholders other than the right to be paid the fair value for their Mandalay Shares as set out in Article 4 hereof; and

(iii) such Mandalay Shares so transferred to Mandalay shall thereupon be cancelled by Mandalay and the central securities register of Mandalay shall be revised accordingly;

(c) each Mandalay Share outstanding immediately prior to the effective time of the transfer under this Section 3.1(c) (for the avoidance of doubt, not including Mandalay Shares held immediately before the Effective Time by a Dissenting Shareholder that were transferred to Mandalay for cancellation under Section 3.1(b) or Mandalay Shares held by Alkane or Acquireco, but including any Mandalay Shares issued to holders of Mandalay DSUs pursuant to Section 3.1(a)) shall be, and shall be deemed to be, transferred by the holder thereof, without any further act or formality by such Mandalay Shareholder, free and clear of all liens, claims and encumbrances, to Acquireco in exchange (subject to Section 3.2) for that number of Alkane Shares equal to the Exchange Ratio for each Mandalay Share, and each of Alkane and Acquireco shall be deemed to have directed the Depositary to issue and to deliver to such holder the Consideration to which such holder is entitled pursuant to this Section 3.1(c), and upon such exchange:

(i) each holder of such Mandalay Shares shall cease to be the holder thereof and to have any rights as a Mandalay Shareholder other than the right to be paid the Consideration pursuant to this Section 3.1(c) and in accordance with this Plan of Arrangement;

(ii) each Former Mandalay Shareholder shall be removed from Mandalay's central securities register of holders of Mandalay Shares;

(iii) Acquireco shall be entered in Mandalay's central securities register of holders of Mandalay Shares as the legal and beneficial owner of such Mandalay Shares, free of all liens, claims and encumbrances; and

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(iv) each Former Mandalay Shareholder shall be entered in Alkane's register of holders of Alkane Shares in respect of Alkane Shares deliverable to such Former Mandalay Shareholder pursuant to this Section 3.1(c);

(d) each of the following shall, and shall be deemed to, occur concurrently with the transfer in Section 3.1(c):

(i) in consideration for the issuance by Alkane (on behalf of and for the benefit of Acquireco) of the Consideration issued to Mandalay Shareholders pursuant to Section 3.1(c), Acquireco shall, and shall be deemed to, issue to Alkane that number of Acquireco Common Shares having an aggregate fair market value equal to the aggregate Fair Market Value of the Alkane Shares issued pursuant to Section 3.1(c); and

(ii) Acquireco shall, and shall be deemed to, add to its capital for the Acquireco Common Shares, in respect of the issuance of Acquireco Common Shares to Alkane under Section 3.1(d)(i), an amount equal to the aggregate Fair Market Value of the Alkane Shares issued pursuant to Section 3.1(c); and

(e) all outstanding Mandalay Options, Mandalay PSUs and Mandalay RSUs that have not been duly exercised or settled prior to the Effective Time shall terminate without any further act or formality, the Mandalay Plans will terminate and none of (i) the former holders of Mandalay Options, Mandalay DSUs, Mandalay PSUs or Mandalay RSUs, (ii) the Parties or (iii) any of the respective successors or assigns of any of the foregoing, shall have any rights, liabilities or obligations in respect of the Mandalay Plans.

3.2 No Fractional Shares

No fractional Alkane Shares shall be issued to Mandalay Shareholders. Where the aggregate number of Alkane Shares to be issued to a Mandalay Shareholder under the Arrangement would otherwise result in a fraction of an Alkane Share being issuable, the number of Alkane Shares to be issued to such Mandalay Shareholder shall be rounded down to the nearest whole Alkane Share, and such Mandalay Shareholder shall not be entitled to any compensation in respect of such fractional Alkane Share.

ARTICLE 4
DISSENT RIGHTS

4.1 Dissent Rights

Registered Mandalay Shareholders as of the record date of the Mandalay Meeting may exercise rights of dissent with respect to the Mandalay Shares held by such Mandalay Shareholder ("**Dissent Rights**") in connection with this Plan of Arrangement pursuant to and in the manner set forth in sections 237 to 247 of the BCBCA as modified by the Interim Order, the Final Order and this Section 4.1, provided that notwithstanding section 242 of the BCBCA, the exercise of Dissent Rights and written objection of such registered Mandalay Shareholder to the special resolution approving the Arrangement must be received by Mandalay not later than 4:00 p.m. (Toronto time) on the Business Day that is two (2) Business Days before the Mandalay Meeting.

Each Dissenting Shareholder who duly exercises Dissent Rights and who is ultimately determined to be:

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(a) entitled to be paid fair value for their Mandalay Shares, (i) shall be deemed to have transferred such Mandalay Shares to Mandalay for cancellation as provided, and as of the time stipulated, in Section 3.1(b), (ii) shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(b)), (iii) shall be entitled to be paid in cash the fair value of such Mandalay Shares by Mandalay, less any applicable withholdings, which fair value, notwithstanding anything to the contrary in the BCBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted at the Mandalay Meeting, and (iv) will not be entitled to any other payment or consideration, including any payment or consideration that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Mandalay Shares; or

(b) not entitled, for any reason, to be paid the fair value for such Mandalay Shares, (i) shall be deemed to have transferred such Mandalay Shares to Acquireco as provided, and as of the time stipulated, in Section 3.1(c), and (ii) shall be deemed to have participated in the Arrangement on the same basis and at the same time as Mandalay Shareholders who have not exercised Dissent Rights in respect of such Mandalay Shares and shall be entitled to receive only the Consideration to which Mandalay Shareholders who have not exercised Dissent Rights are entitled under Section 3.1(c).

4.2 Recognition of Dissenting Holders

(a) In no case shall any Party, the Depositary or any other person be required to recognize any Dissenting Shareholder or any other person exercising Dissent Rights unless such person (i) as of the record date for the Mandalay Meeting, is the registered holder of those Mandalay Shares in respect of which such rights are sought to be exercised, (ii) as of the deadline for exercising Dissent Rights, is the registered holder of those Mandalay Shares in respect of which such rights are sought to be exercised and (iii) has strictly complied with the procedures for exercising Dissent Rights and has not withdrawn such dissent prior to the Effective Time.

(b) In no case shall any Party or any other person be required to recognize any holder of Mandalay Shares who validly exercises Dissent Rights as a holder of such Mandalay Shares after the completion of the transfer under Section 3.1(b), and the central securities register of Mandalay will be amended to reflect that such former holder is no longer the holder of such Mandalay Shares at the same time as the event described in Section 3.1(b) occurs.

(c) Mandalay Shareholders who withdraw, or are deemed to withdraw, their right to exercise Dissent Rights shall be deemed to have participated in the Arrangement, as of the Effective Time, and shall be entitled to receive the Consideration to which Mandalay Shareholders who have not exercised Dissent Rights are entitled under Section 3.1(d).

(d) In addition to any other restrictions under the Interim Order or the BCBCA, none of the following shall be entitled to exercise Dissent Rights: (a) holders of Mandalay Options, Mandalay DSUs, Mandalay PSUs or Mandalay RSUs (in their capacity as holders of such securities); (b) Mandalay Shareholders who voted or instructed a proxyholder to vote Mandalay Shares in favour of the Arrangement Resolution; (c) Alkane, Acquireco and any of their affiliates; (d) any person who is not a registered holder of Mandalay Shares; and (e) persons who have not strictly complied with the procedures for exercising Dissent

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Rights or persons who have withdrawn their exercise of Dissent Rights prior to the Effective Time.

ARTICLE 5
DELIVERY OF CONSIDERATION

5.1 Delivery of Consideration

Following the receipt of the Final Order and no later than the Business Day prior to the Effective Date, Alkane shall deliver or arrange to be delivered to the Depositary such number of Alkane Shares as are required to satisfy the Consideration payable to Mandalay Shareholders in accordance with the provisions of Section 3.1, which Alkane Shares shall be held by the Depositary as agent and nominee for such Mandalay Shareholders for distribution to such Mandalay Shareholders in accordance with the provisions of this Article 5.

5.2 Delivery of Consideration

(a) Upon surrender to the Depositary for cancellation of a certificate or direct registration statement ("**DRS**") advice-statement that immediately before the Effective Time represented one or more outstanding Mandalay Shares that were transferred to Acquireco in accordance with Section 3.1, together with a duly completed Transmittal Letter and such other documents and instruments as would have been required to effect the transfer of the Mandalay Shares formerly represented by such certificate or DRS advice-statement under the BCBCA and the constating documents of Mandalay and such additional documents and instruments as the Depositary may reasonably require, the Former Mandalay Shareholder surrendering such certificate or DRS advice-statement shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, a certificate, holding statement or DRS advice-statement representing the Alkane Shares that such holder is entitled to receive in accordance with Section 3.1, less any amounts withheld pursuant to Section 5.5 and any certificate or DRS advice-statement representing such Mandalay Shares so surrendered shall forthwith thereafter be cancelled. Notwithstanding the foregoing, holders of Mandalay DSUs who received Mandalay Shares pursuant to Section 3.1(a) shall not receive certificates or DRS advice-statements representing such Mandalay Shares and, accordingly, shall not be required to deliver a Transmittal Letter or any such certificates or DRS advice-statements in respect of such Mandalay Shares.

(b) After the Effective Time and until surrendered for cancellation as contemplated by this Section 5.2, each certificate or DRS advice-statement that immediately prior to the Effective Time represented one or more Mandalay Shares (other than Mandalay Shares in respect of which Dissent Rights have been validly exercised and not withdrawn or Mandalay Shares held by Alkane or Acquireco) shall be deemed at all times to represent only the right to receive in exchange therefor the Consideration that the holder of such certificate is entitled to receive in accordance with Section 3.1, less any amounts withheld pursuant to Section 5.5.

5.3 Lost Certificates

If any certificate that immediately prior to the Effective Time represented one or more outstanding Mandalay Shares that were exchanged in accordance with Section 3.1 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed,

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the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, the Consideration that such holder is entitled to receive in accordance with Section 3.1 and such holder's Transmittal Letter. When authorizing such delivery of the Consideration that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom the Consideration is to be delivered shall, as a condition precedent to the delivery of the Consideration, give a bond satisfactory to Alkane and the Depositary in such amount as Alkane and the Depositary may direct, or otherwise indemnify Alkane, Acquireco and the Depositary in a manner satisfactory to Alkane and the Depositary, against any claim that may be made against Alkane, Acquireco or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the constating documents of Mandalay.

5.4 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or made after the Effective Time with respect to Alkane Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate or DRS advice-statement that, immediately prior to the Effective Time, represented outstanding Mandalay Shares unless and until the holder of such certificate or DRS advice-statement shall have complied with the provisions of Section 5.2 or Section 5.3. Subject to applicable Law and to withholding required pursuant to Section 5.5, at the time of such compliance, there shall, in addition to the delivery of certificates representing Alkane Shares to which such holder is thereby entitled, be delivered to such holder, without interest, (i) the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Alkane Shares and (ii) on the appropriate payment date, the amount of any dividend or other distribution with a record date after the Effective Time and a payment date subsequent to the date of such compliance payable with respect to such Alkane Shares.

5.5 Withholding Rights

Alkane, Mandalay, Acquireco, the Depositary and their respective agents, as applicable, shall be entitled to deduct and withhold from any Consideration or any other amount payable or otherwise deliverable to any Mandalay Shareholder or any other person under this Plan of Arrangement (including any payment to Dissenting Shareholders and holders of Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs) such Taxes or other amounts as Alkane, Mandalay, Acquireco, the Depositary or their respective agents, as the case may be, may reasonably determine is required to be deducted or withheld with respect to such payment under the Tax Act, the U.S. Tax Code, the Australian Tax Act or any provision of Laws in respect of Taxes, provided that no such deduction or withholding may be made with respect to the Consideration to the extent such withholding or deduction is in respect of or in connection with a foreign resident capital gains tax withholding amount to the Australian Commissioner of Taxation under Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) except in accordance with Section 2.9(b) of the Arrangement Agreement. For the purposes hereof, all such deducted or withheld amounts shall be treated as having been paid to the person in respect of which such deduction or withholding was made on account of the obligation to make payment to such person hereunder, provided that such deducted or withheld amounts are timely remitted to the appropriate Governmental Entity by or on behalf of Alkane, Mandalay, Acquireco, the Depositary or their respective agents, as the case may be. To the extent that the amount so required to be deducted or withheld from any payment to a Mandalay Shareholder or holder of Mandalay Options, Mandalay DSUs, Mandalay PSUs or Mandalay RSUs exceeds the cash component, if any, of the amount otherwise payable, subject to the prior approval of Alkane, any of Alkane, Mandalay, Acquireco, the Depositary or their respective agents, as the case may be, are hereby authorized to sell or otherwise dispose of such portion of the Consideration issuable as is necessary to provide sufficient funds to Alkane, Mandalay, Acquireco, the Depositary or their respective agents, as the case may be, to enable it to comply with all applicable deduction or withholding requirements, and Alkane, Mandalay, Acquireco, the Depositary or their respective agents, as the case may be, shall remit the applicable portion

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of the net proceeds of such sale (after deduction of all fees, commissions or costs in respect of such sale) to the appropriate Governmental Entity and shall remit to such Mandalay Shareholder or holder of a Mandalay Option, Mandalay DSU, Mandalay PSU or Mandalay RSU any unapplied balance of the net proceeds of such sale. Any sale will be made in accordance with applicable Laws and at prevailing market prices and none of Alkane, Mandalay, Acquireco, the Depositary or their respective agents, as the case may be, shall be under any obligation to obtain a particular price, or indemnify any Mandalay Shareholder or holder of a Mandalay Option, Mandalay DSU, Mandalay PSU or Mandalay RSU in respect of a particular price, for the portion of the Consideration so sold.

5.6 Limitation and Proscription

To the extent that a Former Mandalay Shareholder shall not have complied with the provisions of Section 5.2 or Section 5.3 on or before the date that is six (6) years after the Effective Date (the "**final proscription date**"), then the Consideration that such Former Mandalay Shareholder was entitled to receive, in each case together with all entitlements to dividends and distributions thereon held for such Former Mandalay Shareholder, shall be automatically cancelled without any repayment of capital in respect thereof and the certificates, holding statements or DRS advice-statements representing Alkane Shares shall be delivered to Alkane by the Depositary and the certificates, holding statements and DRS advice-statements representing such Alkane Shares shall be cancelled by Alkane, and the interest of the Former Mandalay Shareholder in the Consideration (and dividends and distributions thereon) shall be terminated as of such final proscription date.

5.7 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any liens, claims and encumbrances of third parties of any kind.

ARTICLE 6
AMENDMENTS

6.1 Amendments to Plan of Arrangement

(a) Alkane and Mandalay reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) agreed to in writing by Alkane and Mandalay, (iii) filed with the Court and, if made following the Mandalay Meeting, approved by the Court, and (iv) communicated to Mandalay Shareholders and the holders of Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs if and as required by the Court.

(b) Subject to the provisions of the Interim Order, any amendment, modification or supplement to this Plan of Arrangement may be proposed by Mandalay or Alkane at any time prior to the Mandalay Meeting provided that Alkane and Mandalay, each acting reasonably, shall have consented thereto in writing, with or without any other prior notice or communication, and, if so proposed and accepted by the persons voting at the Mandalay Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Mandalay and Alkane may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Mandalay Meeting and prior to the Effective Time with the approval of the Court, and, if and only if: (i) it is consented to in writing by each

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of Alkane and Mandalay, each acting reasonably; and (ii) if required by the Court, it is consented to by some or all of the Mandalay Shareholders voting in the manner directed by the Court.

(d) Notwithstanding anything to the contrary contained herein, Mandalay and Alkane may amend, modify and/or supplement this Plan of Arrangement without the approval of the Court, the Mandalay Shareholders or any other persons, provided that each such amendment, modification and/or supplement (i) must concern a matter which, in the reasonable opinion of each of Mandalay and Alkane, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement, and (ii) is not materially adverse to the economic interests of any Mandalay Shareholders or the holders of Mandalay Options, Mandalay DSUs, Mandalay PSUs or Mandalay RSUs.

6.2 Withdrawal

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

ARTICLE 7
FURTHER ASSURANCES

7.1 Further Assurances

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties will make, do and execute, or cause to be made, done and executed, any such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

ARTICLE 8
U.S. SECURITIES LAW MATTERS

8.1 U.S. Securities Law Matters

Notwithstanding any provision herein to the contrary, this Plan of Arrangement will be carried out with the intention that all Alkane Shares to be issued and distributed to Former Mandalay Shareholders pursuant to this Plan of Arrangement will be issued and exchanged in reliance on the exemption from the registration requirements of the U.S. Securities Act as provided by Section 3(a)(10) thereof and pursuant to the terms, conditions and procedures set forth in the Arrangement Agreement.

ARTICLE 9
PARAMOUNTCY

From and after the Effective Time (i) this Plan of Arrangement shall take precedence and priority over any and all Mandalay Shares, Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs issued prior to the Effective Time, (ii) the rights and obligations of registered and beneficial holders of Mandalay Shares (including Dissenting Shareholders), Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs and Mandalay, Alkane, Acquireco the Depositary and any trustee or registrar and transfer agent for the Mandalay Shares, Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs shall be solely as provided for in this Plan of Arrangement, and (iii) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating

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to any Mandalay Shares, Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs shall be deemed to have been settled, compromised, released and determined without liability except as set forth herein.

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SCHEDULE "B"
ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. the arrangement (the "**Arrangement**") under the provisions of Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") of Mandalay Resources Corporation (the "**Corporation**"), all as more particularly described and set forth in the management information circular of the Corporation (the "**Circular**") accompanying the notice of this meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), and all transactions contemplated thereby, are hereby authorized, approved and adopted;

2. the arrangement agreement dated April 27, 2025 (the "**Arrangement Agreement**") among Alkane Resources Limited, 1536968 B.C. Ltd. and the Corporation, as it may be, or may have been, amended, modified or supplemented from time to time, the transactions contemplated therein, the actions of the directors of the Corporation in approving the Arrangement and the Arrangement Agreement and the actions of the directors and officers of the Corporation in executing and delivering the Arrangement Agreement and any amendments thereto and causing the performance by the Corporation of its obligations thereunder, including the Corporation's application for an interim order from the Supreme Court of British Columbia, are hereby confirmed, ratified, authorized and approved;

3. the plan of arrangement as it has been or may be amended, modified or supplemented in accordance with the Arrangement Agreement (the "**Plan of Arrangement**") of the Corporation implementing the Arrangement, the full text of which is set out in Schedule "A" to the Arrangement Agreement, is hereby authorized, approved and adopted;

4. the Corporation be and is hereby authorized to apply for a final order from the Supreme Court of British Columbia to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be amended, modified or supplemented and as described in the Circular);

5. notwithstanding that this resolution has been passed (and the Arrangement approved) by the shareholders of the Corporation or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of the Corporation are hereby authorized and empowered, without further notice to, or approval of, the shareholders of the Corporation to:

    a. amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or

    b. subject to the terms of the Arrangement Agreement, not proceed with the Arrangement;

6. any director or officer of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute, whether under corporate seal of the Corporation or otherwise, and to deliver such other documents as are necessary or desirable in accordance with the Arrangement Agreement for filing;

7. any director or officer of the Corporation is hereby authorized and directed for and on behalf of the Corporation to make or cause to be made an application to the Supreme Court of British Columbia for an order approving the Arrangement and to execute and deliver, or cause to be executed and delivered, all such documents and instruments as may be necessary or desirable to give effect to

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the Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such document or instrument; and

8. any director or officer of the Corporation is hereby authorized, for and on behalf and in the name of the Corporation, to execute and deliver, whether under corporate seal of the Corporation or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments, and to do or cause to be done all such other acts and things, as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

    a. all actions required to be taken by or on behalf of the Corporation, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and

    b. the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by the Corporation;

    such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

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SCHEDULE "C"
REPRESENTATIONS AND WARRANTIES OF MANDALAY

1. Organization.

(a) Mandalay is a corporation duly incorporated, validly existing and in good standing under the BCBCA, and has all necessary corporate power and capacity to own its property and assets as now owned and to carry on its business as it is presently being conducted. Mandalay is duly registered, qualified or licensed to do its business and is in good standing in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business makes such registration, qualification or licensing necessary, except where the failure to be so licensed, qualified or in good standing would not have a Material Adverse Effect.

(b) Mandalay has made available to Alkane complete and correct copies of the Constating Documents of Mandalay. Copies of such Constating Documents are accurate and complete and have not been amended or superseded and no steps or proceedings have been taken or are pending or contemplated to amend, supplement or cancel such Constating Documents. Mandalay is not in material default of the performance, observance or fulfillment of any of the provisions of its Constating Documents. Mandalay has made available to Alkane true, complete and correct redacted copies of the minutes of, and resolutions approved and adopted at, all meetings of the Mandalay Board, held since April 1, 2023.

2. Authorization; Validity of Agreement. Mandalay has all necessary corporate power and authority to execute and deliver this Agreement. The execution, delivery and performance by Mandalay of this Agreement, the Arrangement and the agreements and other documents to be entered into it hereunder and the consummation by Mandalay of the transactions contemplated hereunder and thereunder, have been duly and validly authorized by the Mandalay Board, and no other corporate proceeding on the part of Mandalay is necessary in connection therewith, other than obtaining the Mandalay Shareholder Approval in the manner required by applicable Law, the Interim Order and the Final Order, to consummate the transactions contemplated hereunder and thereunder.

3. Execution and Binding Obligations. This Agreement has been duly and validly executed and delivered by Mandalay and, assuming due and valid authorization, execution and delivery of this Agreement by Alkane and Acquireco, is a valid and binding obligation of Mandalay enforceable against it in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

4. Consents and Approvals; No Violations. The execution and delivery by Mandalay of this Agreement and the performance by it of its obligations hereunder and the completion of the Arrangement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

(a) violate, conflict with or result in a breach of:

(i) any provision of the Constating Documents of Mandalay or any of its subsidiaries;

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(ii) any Material Contract to which Mandalay or any of its subsidiaries are a party or by which Mandalay or any of its subsidiaries are bound, Lease or any Permit of Mandalay or any of its subsidiaries;

(iii) assuming satisfaction of, or compliance with the matters set out in Section 5 to this Schedule "C", and receipt of the Permits referred to therein, any Law to which Mandalay or any of its subsidiaries is subject or by which Mandalay or any of its subsidiaries is bound in any material respect,

except, in the case of Section 4(a)(ii) only, as would not, individually or in the aggregate, have a Material Adverse Effect;

(b) except as disclosed in Section 4(b) of the Mandalay Disclosure Letter, give rise to any right of termination or cause or permit the termination, cancellation, event of default, cash cover requirement (each however described) or other change of any right or obligation or the loss of any benefit to which Mandalay is entitled, under any Material Contract of Mandalay or any such document or Permit to which Mandalay or any of its subsidiaries is a party except as would not, individually or in the aggregate, have had or reasonably be expected to have a Material Adverse Effect.

5. Required Approvals. The execution, delivery and performance by Mandalay of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated hereby do not require any Permit, or any other action by or in respect of, or filing with, or notification to, any Governmental Entity by Mandalay or any of its subsidiaries other than:

(a) the Mandalay Shareholder Approval;

(b) the Key Regulatory Approvals;

(c) the Interim Order;

(d) the Final Order;

(e) such filings and other actions required under applicable Securities Laws and the rules and policies of the TSX as are contemplated by this Agreement; and

(f) any other Permit or Regulatory Approval which, if not obtained, or any other actions by or in respect of, or filings with, or notifications to, any Governmental Entity which, if not taken or made, would not, individually or in the aggregate, have a Material Adverse Effect.

6. Subsidiaries.

(a) All of Mandalay's subsidiaries or equity interests (whether registered or beneficial) in any person are set forth in Section 6(a) of the Mandalay Disclosure Letter. The following information with respect to each subsidiary of Mandalay is accurately set out in Section 6(a) of the Mandalay Disclosure Letter: (A) its name; (B) the number, type and principal amount, as applicable, of its outstanding equity securities or other equity interests and a list of registered holders of issued share capital or capital stock or other equity interests; and (C) its jurisdiction of incorporation, organization or formation. Except as set forth in Section 6(a) of the Mandalay Disclosure Letter, Mandalay does not otherwise own, directly

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or indirectly, any share capital or capital stock or other equity securities of any person or have any direct or indirect equity or ownership interest in any business.

(b) Each subsidiary of Mandalay is duly incorporated and is validly existing under the Laws of its jurisdiction of incorporation and has the corporate power and authority to own its assets and conduct its business as now owned and conducted. Each subsidiary of Mandalay is duly qualified to carry on business in each jurisdiction in which its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities make such qualification necessary.

(c) Mandalay is, directly or indirectly, the registered and beneficial owner of all of the issued and outstanding securities of each of its subsidiaries, free and clear of all Liens (other than Permitted Liens), and all such securities have been duly and validly authorized and issued, are fully paid, and if the subsidiary is a corporation, are non-assessable. No such securities have been issued in violation of any Law or pre-emptive or similar rights.

(d) True and complete copies of the Constating Documents of each subsidiary of Mandalay have been made available to Alkane, and no action has been taken to amend or supersede such documents.

7. Compliance with Laws and Constating Documents.

(a) Except as would not, individually or in the aggregate, have had or reasonably be expected to have a Material Adverse Effect, Mandalay and its subsidiaries have complied with all applicable Laws. Without limiting the generality of the foregoing, concentrates and other products delivered by Mandalay or its subsidiaries to third parties comply, and have complied, in all material respects with all applicable Laws, regulations, sanctions and ethical sourcing standards in all jurisdictions where such concentrates or other products are sold. No notice, charge, claim or action has been received by Mandalay or any of its subsidiaries or has been filed, commenced or, to the knowledge of Mandalay, brought, initiated or threatened against Mandalay or any of its subsidiaries alleging any material violation of any such Laws.

(b) None of Mandalay or any of its subsidiaries is in conflict with, or in default under or in violation of its Constating Documents in any material respect.

8. Permits.

(a) Mandalay and its subsidiaries are duly qualified, licensed or registered and hold all Permits, including the Mandalay Mineral Rights, required to carry on its business, including the Mandalay Mining Operations, as now conducted in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or operated by it, or the nature of its activities make such qualification, licenses, registration or holding of the Permits necessary, except where failure to be so qualified, licensed or registered or to possess such Permits (i) has not had and would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and (ii) would not reasonably be expected to prevent, delay or impede the consummation of the transactions contemplated by this Agreement. All such Permits are in full force and effect in accordance with their terms, and Mandalay and its subsidiaries have in all material respects since April 1, 2023 complied with, and are in compliance with, all such Permits; there is no action, investigation or proceeding pending or, to the knowledge of Mandalay, threatened, regarding any such

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Permit; and none of Mandalay or any of its subsidiaries or, any of their respective officers or directors has received any notice, whether written or oral, of breach, revocation, cancellation, forfeiture, suspension or non-renewal or material amendments of any such Permits, or of any intention of any person to revoke, cancel, forfeit, suspend or refuse to renew or to materially amend any of such Permits and all such Permits continue to be effective in order for Mandalay and its subsidiaries to continue to conduct their respective businesses as they are currently being conducted. To the knowledge of Mandalay, no person other than Mandalay or a subsidiary thereof owns or has any proprietary, financial or other interest (direct or indirect) in any such Permits.

9. Capitalization.

(a) As of the close of business on the Business Day prior to the date of this Agreement, there were (A) 94,662,503 Mandalay Shares validly issued and outstanding as fully-paid and non-assessable shares of Mandalay; (B) outstanding Mandalay Options providing for the issuance of up to 1,770,164 Mandalay Shares upon the exercise thereof; (C) 564,329 Mandalay DSUs outstanding; (D) 343,074 Mandalay PSUs outstanding; and (E) 953,565 Mandalay RSUs outstanding, and there are no other securities of Mandalay issued and outstanding at the date of this Agreement. All outstanding Mandalay Shares have been, and all Mandalay Shares issuable upon the exercise, vesting, settlement or conversion of rights under Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs in accordance with their terms (including, in the case of Mandalay Options, the receipt by Mandalay of the exercise price therefor), will be duly authorized in accordance with the respective terms thereof, validly issued, fully paid and non-assessable.

(b) There is no indebtedness having general voting rights (or convertible into securities having such rights) ("**Voting Debt**") of Mandalay or any of its subsidiaries issued and outstanding.

(c) Except for Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs referred to in Section 9(a) and other than as disclosed in Section 9(c) of the Mandalay Disclosure Letter, (A) there are no existing options, warrants, calls, pre-emptive rights, subscriptions or other rights, restricted share awards, restricted share unit awards, agreements, arrangements, understandings or commitments of any kind relating to the issued or unissued capital stock of, or other equity interests in, Mandalay or any of its subsidiaries obligating Mandalay or such subsidiary to issue, transfer, register or sell or cause to be issued, transferred, registered or sold any shares of capital stock or Voting Debt of, or other equity interest in, Mandalay or such subsidiary or securities convertible into or exchangeable for such shares or equity interests or other securities; (B) there are no outstanding agreements, arrangements, understandings or commitments of Mandalay or any of its subsidiaries to repurchase, redeem or otherwise acquire any Mandalay Shares or any shares of a subsidiary or qualify securities for public distribution in Canada or elsewhere, or with respect to the voting or disposition of any securities of Mandalay or any of its subsidiaries (including shareholder or voting trust agreements); (C) there are no outstanding agreements or binding commitments of Mandalay or any of its subsidiaries requiring it to provide any amount of funds or to make any investment (in the form of a loan, capital contribution or otherwise) in any person; and (D) there are no outstanding or authorized share appreciation, phantom share, restricted share units, performance-based awards, profit participation or other similar rights with respect to Mandalay or any of its subsidiaries.

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(d) Section 9(d) of the Mandalay Disclosure Letter sets forth, with respect to each Mandalay Option, Mandalay DSU, Mandalay PSU and Mandalay RSU outstanding as of the close of business on the Business Day prior to the date of this Agreement, (A) the holder of each Mandalay Option, Mandalay DSU, Mandalay PSU and Mandalay RSU; (B) the number of Mandalay Shares issuable therefor; (C) the purchase price payable therefor upon the exercise of each such Mandalay Option; and (D) the date on which such Mandalay Option, Mandalay DSU, Mandalay PSU and Mandalay RSU was granted. All grants of Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs were validly issued and properly approved by the Mandalay Board (or a duly authorized committee or subcommittee thereof) in compliance with all applicable Laws. No Mandalay Option is held by or on behalf of any U.S. Person (as defined in Rule 902(k) promulgated under the U.S. Securities Act).

(e) Mandalay has made available to Alkane complete and correct copies of the Mandalay Plans.

(f) Mandalay Plans and the grants of Mandalay Options, Mandalay DSUs, Mandalay PSUs and Mandalay RSUs under such plan have been recorded on Mandalay's financial statements in accordance with IFRS, and no such grants involved any "back dating," "forward dating," "spring loading" or similar practices.

10. Shareholders' and Similar Agreements. Mandalay is not party to any unanimous shareholders agreement, shareholder, pooling, voting, or other similar arrangement or agreement relating to the ownership or voting of any of the securities of Mandalay or any of its subsidiaries or pursuant to which any person may have any right or claim in connection with any existing or past equity interest in Mandalay or any of its subsidiaries and Mandalay has not adopted a shareholder rights plan or any other similar plan or agreement.

11. Reporting Issuer Status and Stock Exchange Compliance.

(a) As of the date hereof, Mandalay is a reporting issuer not on the list of reporting issuers in default (or the equivalent) under Canadian Securities Laws in each of the provinces and territories of Canada, except Québec. There is no Order delisting, suspending or ceasing trading of any securities of Mandalay. The Mandalay Shares are listed and posted for trading on the TSX, and trade over the counter on the OTCQB Market, and none of Mandalay nor any of its subsidiaries has taken any affirmative action to list the Mandalay Shares on any market other than the TSX, and Mandalay is in compliance with the applicable rules and regulations of the TSX.

(b) Mandalay has not taken any action to cease to be a reporting issuer in any jurisdiction nor has Mandalay received notification from the OSC or any other applicable securities commissions or securities regulatory authority of a province of Canada, in each case seeking to revoke Mandalay's reporting issuer status. No delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of Mandalay is pending, in effect, or, to the knowledge of Mandalay, has been threatened, or is expected to be implemented or undertaken, and Mandalay is not subject to any formal review, enquiry, investigation or other proceeding relating to any such order or restriction.

(c) Mandalay and its subsidiaries are in compliance, in all material respects, with all applicable Securities Laws and there are no current, pending or, to the knowledge of Mandalay,

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threatened proceedings before any Securities Authority or other Governmental Entity relating to any alleged non-compliance with any Securities Laws.

(d) Mandalay is a "foreign private issuer" within the meaning of Rule 405 of Regulation C under the U.S. Securities Act. Mandalay is not registered or required to be registered as an "investment company" pursuant to the United States Investment Company Act of 1940, as amended. There is no substantial U.S. market interest (as that term is defined in Rule 902 of Regulation S under the U.S. Securities Act) with respect to any class of Mandalay securities. Mandalay has no class of securities outstanding that is or is required to be registered under Section 12 of the U.S. Exchange Act or that is subject to the reporting requirements of Section 13 of 15(d) of the U.S. Exchange Act. Neither Mandalay nor any of its predecessors is or has ever been subject to an order pursuant to Section 12(j) of the U.S. Exchange Act.

12. Reports. Mandalay has timely filed true and correct copies of Mandalay Filings that Mandalay is required to file under applicable Securities Laws with the Securities Authorities or the TSX (including, as regards Canadian Securities Laws, "documents affecting the rights of security holders" and "material contracts" required to be filed by Part 12 of National Instrument 51-102 – *Continuous Disclosure Obligations*) and has paid all applicable fees when due under the applicable Securities Laws. Mandalay Filings, at the time filed or, if amended, as of the date of such amendment, did not contain any misrepresentation and complied in all material respects with the requirements of applicable Securities Laws. Any amendments to Mandalay Filings required to be made have been filed on a timely basis with the applicable Securities Authority or the Exchange. Mandalay has not filed any confidential material change report with any Governmental Entity which at the date hereof remains confidential or any other confidential filings (including redacted filings) filed to or furnished, as applicable, to any Securities Authority.

13. Comments, Review, Audits, Etc. There are no outstanding or unresolved comments in comment letters from any Securities Authority with respect to any of Mandalay Filings and, to the knowledge of Mandalay, neither Mandalay nor any of Mandalay Filings is the subject of an ongoing audit, review, comment or investigation by the OSC, any other Securities Authority or the TSX.

14. Financial Statements.

(a) The audited consolidated financial statements for Mandalay as of and for each of the fiscal years ended on December 31, 2024, December 31, 2023 and December 31, 2022 (including any notes or schedules thereto, the auditor's report thereon and related management's discussion and analysis) have been, and all financial statements of Mandalay (including any notes or schedules thereto and related management's discussion and analysis) which have been filed on SEDAR+ in respect of any subsequent periods prior to the Effective Date will (i) be, prepared in accordance with IFRS applied on a basis consistent with prior periods and all applicable Laws and accounting requirements in Canada and (ii) present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), the consolidated financial position and results of operations of Mandalay and its subsidiaries as of the respective dates thereof and its results of operations and cash flows for the respective periods covered thereby (except as may be indicated expressly in the notes thereto), subject to normal year-end adjustments and the absence of notes in the case of any interim financial statements.

(b) The financial books, records and accounts of Mandalay and its subsidiaries:

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(i) have been maintained, in all material respects, in accordance with IFRS, and

(ii) accurately and fairly reflect the basis for Mandalay's financial statements as at the relevant time in all material respects.

(c) None of Mandalay, any subsidiary of Mandalay or, to the knowledge of Mandalay, any director, officer, employee, auditor, accountant or representative of Mandalay or any of Mandalay's subsidiaries has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion, or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Mandalay or any subsidiary of Mandalay or their respective internal accounting controls, including any material complaint, allegation, assertion, or claim that Mandalay or any subsidiary of Mandalay has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the audit committee of the Mandalay Board.

15. **Undisclosed Liabilities.** Except for liabilities and obligations (i) reflected or to the extent reserved against on the audited consolidated balance sheet of Mandalay as of December 31, 2024 or (ii) incurred in the ordinary course of business consistent with past practice since December 31, 2024 or in connection with the transactions contemplated by this Agreement and which would not reasonably be expected to have a Material Adverse Effect (none of which results from, arises out of, or was caused by any breach of Contract, or violation of Law, in each case, by Mandalay or its subsidiaries), neither Mandalay nor any of its subsidiaries has incurred any liabilities or obligations of any nature, whether or not accrued, contingent, absolute or otherwise and whether or not required to be disclosed in the liabilities column of a balance sheet prepared in accordance with IFRS.

16. **No Hedging.** Except as set forth in Section 16 of the Mandalay Disclosure Letter, neither Mandalay nor any of its subsidiaries will, on the date of this Agreement, have any foreign currency or commodity hedging arrangements in effect.

17. **Competition Act.** Mandalay, together with its Competition Act affiliates, neither has assets in Canada in excess of C$200 million in aggregate value, nor gross revenues in, from or into Canada in excess of C$200 million in aggregate value, as determined pursuant to subsection 109(1) of the Competition Act.

18. **Hart-Scott-Rodino Act.** Mandalay (including all entities controlled by Mandalay for purposes of the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976):

(a) does not hold assets in the United States with a fair market value in excess of US$5 million, and

(b) did not make sales in or into the United States in excess of US$5 million in its last fiscal year.

19. **Environmental Matters.**

(a) Except as set forth in Section 19(a) of the Mandalay Disclosure Letter, Mandalay and its subsidiaries have in the past five (5) years been, and the business of Mandalay and its subsidiaries and the assets of Mandalay and its subsidiaries are (and have in the past five (5) years been carried on, as applicable), in compliance with all applicable Environmental Laws in all material respects, and, to the knowledge of Mandalay, there are no facts or

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circumstances that could reasonably be expected to result in a material breach of any Environmental Laws by Mandalay or its subsidiaries.

(b) All material Permits issued or required pursuant to Environmental Laws necessary to operate the business of Mandalay and its subsidiaries as currently being conducted:

(i) have been obtained;

(ii) are in full force and effect;

(iii) are being complied with in all material respects; and

(iv) are not being appealed by any person and, to the knowledge of Mandalay, no proceeding is threatened, and no grounds exist that could reasonably be expected to result in revocation or limitation of any Permit issued or required pursuant to Environmental Laws.

(c) To the knowledge of Mandalay, there are no Hazardous Substances present on or at any Mandalay Property except in such quantities and stored in such a manner as is allowed by an Environmental Law applicable to the business.

(d) There has been no Release, nor, to the knowledge of Mandalay, are there any conditions or circumstances that could reasonably be expected to give rise to a Release, of any Hazardous Substance at, on or under any property owned, leased, controlled or operated by Mandalay or its subsidiaries (including under any Mandalay Mineral Rights) that could reasonably be expected to result in liability under Environmental Laws on the part of Mandalay or its subsidiaries.

(e) Except as set forth in Section 19(e) of the Mandalay Disclosure Letter, in the past five (5) years, neither Mandalay nor any subsidiary of Mandalay has:

(i) been convicted of an offence or been subjected to any Order, judgment, injunction or other proceeding or been fined or otherwise sentenced for non-compliance with any Environmental Laws, and no such person has settled any prosecution short of conviction in connection therewith;

(ii) received or been threatened with any notice, complaint, citation, summons or order of any alleged non-compliance in respect of, or any potential liability under any Environmental Law that remains outstanding or unresolved; or

(iii) been required by any Governmental Entity to conduct a cessation of activities at, a change of use, a closure, an environmental rehabilitation or an environmental remediation of, any property owned or leased by Mandalay or its subsidiaries (including under any Mandalay Mineral Rights).

(f) Except pursuant to any customary indemnities in any Lease, pursuant to any Material Contract set forth in Section 31 of the Mandalay Disclosure Letter, neither Mandalay nor any of its subsidiaries has agreed by Contract or otherwise (including any order or consent agreement) to indemnify or hold harmless any person for any liability pursuant to Environmental Laws.

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(g) To the knowledge of Mandalay, no event has occurred which may reasonably be expected to require Mandalay or any of its subsidiaries to carry out any work or pay any money in relation to any Mandalay Property in order to ensure that the Mandalay Property can be used in compliance with applicable Environmental Law in the manner it is being used as at the date of this Agreement.

(h) There is:

(i) other than the applicable closure and remediation management plans required by Law and as reflected in the Mandalay Financial Statements or the Mandalay Budget, and other than routine plans or policies required under Environmental Laws and Permits for routine operations, no material plan or policy which has been or is required to be prepared in relation to any Mandalay Property under any Environmental Law applicable to the business; and

(ii) other than as required by applicable closure and remediation management plans required by Law, to the knowledge of Mandalay, nothing in, on or under any Mandalay Property (including but not limited to underground tanks and associated piping) that requires notification to any Governmental Entity or could reasonably be expected to entitle any Governmental Entity to require monitoring, closure, clean up or remediation under any Environmental Law applicable to the business.

(i) Mandalay and its subsidiaries have, or caused to be, provided all financial assurance to applicable Governmental Entities, required under Environmental Laws relating to the Mandalay Properties and to conduct the business of Mandalay and its subsidiaries and have not, in the past five (5) years, received any request or other communication from any Governmental Entity indicating that additional financial assurance may be required in relation to any Mandalay Property.

(j) No Mandalay Property is the subject of any charge in favour of any Governmental Entity as security for the cleaning up of the Mandalay Properties or other costs under any Environmental Law.

(k) To the knowledge of Mandalay, there are no material environmental issues relating to past activities on, or in relation to, the Mandalay Mineral Rights requiring remedial action which has not been completed as required by Environmental Law or which is not contemplated by applicable closure and remediation management plans required by Law.

20. Indigenous Matters. Neither Mandalay nor any subsidiary of Mandalay, nor any person acting on behalf of Mandalay or a subsidiary of Mandalay, is a party to any Contract with any Indigenous communities, nor are they currently in discussions or negotiations with any Indigenous community with respect to entering into any such Contract.

21. Employment Matters.

(a) To the knowledge of Mandalay, each Independent Contractor of Mandalay or any of its subsidiaries has been properly classified as an independent contractor by Mandalay or such subsidiary, as applicable, and neither Mandalay nor any of its subsidiaries has received any notice from any Person (including any Governmental Entity) disputing such classification, and Mandalay and its subsidiaries have otherwise complied in all material respects with all obligations pursuant to the engagement of Independent Contractors.

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(b) To the knowledge of Mandalay, each casual employee of Mandalay who is in Australia has been properly classified as a Casual Employee and neither Mandalay nor any of its subsidiaries has received any notice from any Person (including any Governmental Entity) disputing such classification, and Mandalay and its subsidiaries have otherwise complied in all material respects with all obligations pursuant to the engagement of Casual Employees.

(c) No Employee or Independent Contractor of Mandalay or any of its subsidiaries has been given notice of dismissal or termination by Mandalay or any of its subsidiaries, has given notice resigning from employment with Mandalay or any of its subsidiaries, or terminating a contractor agreement with Mandalay or any of its subsidiaries, or, to the knowledge of Mandalay, has otherwise indicated an intention to terminate an employment or contractor engagement with Mandalay or any of its subsidiaries, or has been placed on gardening leave or any equivalent arrangement, in each case in anticipation, and as a result, of the performance of this Agreement and the consummation of the Arrangement.

(d) Except as set forth in Section 21(d) of the Mandalay Disclosure Letter, the execution, delivery and performance of this Agreement and the consummation of the Arrangement will not (A) result in any payment or other entitlement (including bonus, change of control payment, retention, retirement, severance or other benefit) becoming due or payable or to be provided to any current or former director, officer, employee, consultant or independent contractor of Mandalay or any of its subsidiaries, including under any Mandalay Benefit Plan, (B) accelerate the vesting or provision of or increase the salary, compensation (in any form) or benefits otherwise payable to or to be provided to any current or former director, officer, employee, consultant or independent contractor of Mandalay or any of its subsidiaries, including under any Mandalay Benefit Plan, (C) entitle the recipient of any payment or benefit to receive any "gross up" payment for any income or other Taxes that might be owed with respect to such payment or benefit payments, or (D) result in the triggering or imposition of any restrictions or limitations on the rights of Mandalay or any of its subsidiaries to amend or terminate any Mandalay Benefit Plan.

(e) Neither Mandalay nor any of its subsidiaries is subject to any current, pending or, to the knowledge of Mandalay, threatened claim, complaint or proceeding for wrongful dismissal, constructive dismissal, discrimination or retaliation, or any other claim relating to termination of employment of any employee, independent contractor or consultant.

(f) Neither Mandalay nor any of its subsidiaries (A) is a party to or bound by any Collective Agreement nor is any future Collective Agreement currently being negotiated or (B) is subject to any application for certification or any apparent or, to the knowledge of Mandalay, threatened union-organizing campaigns and no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any Employee or Independent Contractor of Mandalay or any of its subsidiaries in their capacity as such by way of certification, interim certification, voluntary recognition or succession rights. There is no labour strike, dispute, work slowdown or stoppage, picketing, hand-billing or boycotts pending or involving, or to the knowledge of Mandalay, threatened against, Mandalay or any of its subsidiaries and no such event has occurred within the last three (3) years.

(g) Mandalay and its subsidiaries have been in the past three (3) years, and are, in compliance in all material respects with all terms and conditions of employment and all applicable Laws with respect to employment and labour, including but not limited to Modern Award

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coverage and compliance, employment and labour standards, occupational health and safety, workers' compensation, human rights, immigration, Tax withholding, labour relations, pay equity and wage and hour Laws, and there are no current, pending, or to the knowledge of Mandalay, threatened Proceedings with respect to any such Laws.

(h) Mandalay and its subsidiaries have not, and are not, engaged in any unfair labour practice and no unfair labour practice complaint, grievance or arbitration proceeding is pending or, to the knowledge of Mandalay, threatened against Mandalay or any of its subsidiaries.

(i) All amounts due or accrued due for all salary, wages, bonuses, commissions, vacation (or leave) with pay, sick days, termination and severance pay and benefits under Mandalay Benefit Plans and other similar accruals have either been paid, or are accurately reflected, or sufficient provision has been made, in the Books and Records of Mandalay or of its applicable subsidiary.

(j) Mandalay and each of its subsidiaries are registered for workers' compensation coverage as required by applicable Law. There are no material outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing by Mandalay or any of its subsidiaries pursuant to any workplace safety and insurance legislation and neither Mandalay nor any of its subsidiaries has been reassessed in any material respect under such legislation during the past three (3) years and, to the knowledge of Mandalay, no audit of Mandalay or any of its subsidiaries is currently being performed pursuant to any applicable workplace safety and insurance legislation.

(k) There are no material charges pending under applicable occupational health and safety legislation ("**OHSA**") related to Mandalay or any of its subsidiaries. Mandalay and each of its subsidiaries has complied in all material respects with any orders issued under OHSA and there are no appeals of any orders under OHSA currently outstanding.

(l) In the past three (3) years, there have been no fatal or critical accidents which have occurred in the course of the operation of the business which could reasonably be expected to lead to charges under Law.

(m) Within the past three (3) years, with respect to each allegation or claim related to workplace harassment (including sexual harassment) of which Mandalay and each of its subsidiaries has received notice of, Mandalay and each of its subsidiaries, as applicable, has investigated such allegation or claim in accordance in all material respects with its obligations under applicable Law and, for each such substantiated allegation or claim, taken prompt corrective action that is reasonably calculated to prevent further workplace harassment (including sexual harassment). Mandalay and its subsidiaries do not reasonably expect any material liability with respect to any such allegations or claims.

22. **Absence of Certain Changes or Events.** Except as specifically contemplated by this Agreement or as disclosed in the Mandalay Filings, since December 31, 2024, (i) Mandalay and Mandalay's subsidiaries have conducted their business in the ordinary course of business consistent with past practice, and (ii) there has not been any event, circumstance or occurrence which has had, or is reasonably likely to give rise to, a Material Adverse Effect.

23. **Litigation; Orders.** Other than as set forth in Section 23 of Mandalay Disclosure Letter:

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(a) there is no suit, claim, action, charge, investigation, inquiry, including arbitration proceeding, alternative dispute resolution proceeding, other Proceeding or investigation that has been commenced or, to the knowledge of Mandalay, threatened against or naming as a party thereto Mandalay or any subsidiary of Mandalay or any of their respective property or assets or any of their respective current or former directors, officers or employees (in their capacities as such) that:

(i) has been, or would reasonably be expected, individually or in the aggregate, to give rise to a Material Adverse Effect;

(ii) could be or is being prosecuted as a criminal offence; or

(iii) has impaired, or would reasonably be expected, individually or in the aggregate, to impair, in any material respect, the ability of Mandalay to perform its obligations under this Agreement or to consummate the Arrangement, or prevent or materially delay the consummation of any of the Arrangement and the other transactions contemplated by this Agreement;

(b) no Order is outstanding against Mandalay, any of Mandalay's subsidiaries or any of their respective properties or assets that:

(i) has been, or would reasonably be expected, individually or in the aggregate, to give rise to a Material Adverse Effect; or

(ii) has impaired, or would reasonably be expected, individually or in the aggregate to impair, in any material respect, the ability of Mandalay to perform its obligations under this Agreement or to consummate the Arrangement, or prevent or materially delay the consummation of any of the Arrangement and the other transactions contemplated by this Agreement.

(c) as of the date hereof, Mandalay and Mandalay's subsidiaries do not have any suit, claim, action, charge, proceeding, including arbitration proceeding or alternative dispute resolution proceeding, or investigation pending against any other person; and

(d) there is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress, or, to the knowledge of Mandalay, threatened against or relating to Mandalay or its subsidiaries before any Governmental Entity.

24. Taxes.

(a) Each of Mandalay and Mandalay's subsidiaries has duly and in a timely manner filed all Tax Returns required to be filed by it with the appropriate Governmental Entity, and all such Tax Returns were complete and correct in all material respects. Neither Mandalay nor any of Mandalay's subsidiaries is currently a beneficiary of any extension of time within which to file any Tax Return other than extensions that are automatically granted.

(b) Mandalay and each of its subsidiaries has paid all material Taxes, including instalments required by applicable Law on account of Taxes for the current year, which are due and payable by it (whether or not assessed by the appropriate Governmental Entity), and Mandalay has provided adequate accruals in accordance with IFRS in the most recently published financial statements of Mandalay for any Taxes of Mandalay and each of its

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subsidiaries that have not been paid with respect to the period covered by such financial statements whether or not shown as being due on any Tax Returns. No liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.

(c) Each of Mandalay and its subsidiaries has, in all material respects, duly and timely withheld all Taxes required by Law to be withheld by it (including Taxes required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the benefit of any person) and has, in all material respects, duly and timely remitted to the appropriate Governmental Entity such Taxes or other amounts required by Law to be remitted by it.

(d) Each of Mandalay and its subsidiaries has, in all material respects, duly and timely collected all amounts on account of any sales, use or transfer Taxes, including without limitation goods and services, harmonized sales, provincial and territorial sales taxes and state and local taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity such amounts required by Law to be remitted by it.

(e) There are no proceedings, investigations, audits or claims now pending against Mandalay or any of its subsidiaries in respect of any Taxes and there are no matters under discussion, audit or appeal with any Governmental Entity relating to Taxes. Neither Mandalay nor any of its subsidiaries has granted a waiver to extend a reassessment period that is still in force.

(f) For the purposes of the Tax Act, the Income Tax Assessment Act, and any other relevant Tax purposes:

(i) Mandalay is resident in Canada and is not resident in any other country;

(ii) each of Mandalay's subsidiaries has at all times during its existence been resident in the jurisdiction in which it was formed, and has never been resident in any other country; and

(iii) neither Mandalay nor any of its subsidiaries has, or had, a permanent establishment in a country other than its country of residence.

(g) Neither Mandalay nor any of its subsidiaries is liable for Taxes of any other person by reason of contract, transferee liability, indemnification or otherwise.

(h) There are no Liens for Taxes upon any properties or assets of Mandalay or any of its subsidiaries (other than Permitted Liens).

(i) None of the Mandalay Shares constitute indirect Australian real property interests for the purposes of section 855-25 of the Income Tax Assessment Act.

(j) Each of Mandalay and Mandalay's subsidiaries has complied, in all material respects, with all applicable transfer pricing rules and has maintained appropriate documentation in connection with its Tax positions relating to transactions between it and related parties.

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(k) Mandalay is not aware of any fact or circumstance that could reasonably be expected to prevent the Arrangement from qualifying as a reorganization within the meaning of Section 368(a) of the U.S. Tax Code.

25. Books and Records. The Books and Records of Mandalay and its subsidiaries are currently maintained in accordance, in all material respects, with applicable Laws, are stated in reasonable details, are complete and accurate, in all material respects, and accurately and fairly reflect the basis for Mandalay's financial statements. All of Mandalay and its subsidiaries' corporate records are in the possession of Mandalay or its Representatives.

26. Minute Books. The corporate minute books of Mandalay and its subsidiaries have been maintained in accordance with applicable Laws in all material respects and such minute books are complete and accurate in all material respects.

27. Insurance. Mandalay and its subsidiaries have in place the insurance policies set out in Section 27 of the Mandalay Disclosure Letter. All such policies are in full force and effect and no notice of early cancellation been received or threatened, all premiums due thereon have been paid by Mandalay or one of its subsidiaries, and Mandalay and its subsidiaries are otherwise in compliance in all material respects with the terms and provisions of such policies. Mandalay is not in default with respect to any of the provisions contained in the insurance policies and has not failed to give any notice or to present any claim under any insurance policy in a due and timely fashion. There is no material claim pending under any of such policies or arrangements as to which coverage has been denied or disputed by the underwriters of such policies or arrangements. The limits contained within such policies have not been exhausted or significantly diminished and no further premiums or payments will be due following the Effective Time with respect to periods of time occurring prior to the Effective Time.

28. Non-Arm's Length Transactions. Other than employment or compensation agreements entered into in the ordinary course of business or as disclosed in the Mandalay Filings, no director, officer, employee or agent of, or independent contractor to, Mandalay or any of its subsidiaries or holder of record or beneficial owner of 10% or more of the Mandalay Shares, or associate or affiliate of any such officer, director or beneficial owner, is a party to, or beneficiary of, any loan, guarantee, Contract, arrangement or understanding or other transactions with Mandalay or any of its subsidiaries.

29. Benefit Plans.

(a) Section 29(a) of the Mandalay Disclosure Letter contains a true and complete list of all material Mandalay Benefit Plans and, in respect of each Mandalay Benefit Plans, where applicable, Mandalay has provided or made available to Alkane current and complete copies of the plan document(s) and amendments thereto, including award agreements of officers of Mandalay, as amended through the date of this Agreement.

(b) All of Mandalay Benefit Plans are and have been established, registered (where required), funded, maintained, invested, contributed to and administered in compliance, in all material respects, with all applicable Laws (and for the avoidance of doubt, to the extent relevant, each relevant Mandalay Benefit Plan is a complying superannuation fund within the meaning of the Superannuation Industry (Supervision) Act 1993, or retirement savings account, or contributions are otherwise made via a clearing house) and the terms of each Mandalay Benefit Plan. To the knowledge of Mandalay, no fact or circumstance exists

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which could adversely affect the registered status or tax-qualification of any such Mandalay Benefit Plan under applicable Law.

(c) All obligations of Mandalay regarding Mandalay Benefit Plans have been satisfied in all material respects and all contributions, benefits, premiums or Taxes required to be remitted, made, withheld or paid by Mandalay by applicable Laws, or under the terms of each Mandalay Benefit Plan, have been remitted, made, withheld or paid when or before due (including so as to avoid any liability for a Superannuation Guarantee Charge). No currently outstanding notice of underfunding, non-compliance, failure to be in good standing or otherwise has been received by Mandalay or any of its subsidiaries from any applicable Governmental Entity in respect of any Mandalay Benefit Plan that is a pension or retirement plan. There are no outstanding amounts or penalties owing to any applicable Governmental Entity in respect to matters regarding Mandalay Benefit Plans.

(d) Mandalay is not obliged to meet any additional obligations on behalf of Employees or Independent Contractors, for example, in respect of insurance or administration fees.

(e) Mandalay will not increase or commit to increase or supplement the amount of the contributions to any superannuation fund or other benefits that the group company is obliged to make or has voluntarily committed to make.

(f) All reports and filings with Governmental Entities required to be made by Mandalay or any of its subsidiaries in connection with each Mandalay Benefit Plan, have been timely made, and all disclosures and notices required to be given to participants and beneficiaries in connection with each Mandalay Benefit Plan have, in all material respects, been properly and timely made in accordance with applicable Laws and the terms of Mandalay Benefit Plans.

(g) No Mandalay Benefit Plan is subject to any current or pending investigation, examination, action, claim (including claims for Taxes, interest, penalties or fines) or any other proceeding initiated by any person (other than routine claims for benefits) and, to the knowledge of Mandalay, there exists no state of facts which could reasonably be expected to give rise to any such investigation, examination, action, claim or other proceeding.

(h) No Mandalay Benefit Plan is a "registered pension plan", a "multi-employer plan", a "retirement compensation arrangement", or a "salary deferral arrangement", each as defined in the Tax Act, or a multi-employer pension plan for purposes of applicable pension standards legislation in Canada or a province thereof. No current or former Employee or Independent Contractor of Mandalay accrues benefits which are, or will be, determined by reference to a formula based on length of service and/or superannuation salary under any Mandalay Benefit Plan and no assurance has been made to any current or former Employee or Independent Contractor of Mandalay that their accumulation benefits under any Mandalay Benefit Plan will at any point in the future equate to or not be less than any particular amount however calculated.

(i) All data necessary to administer each Mandalay Benefit Plan is in the possession of Mandalay or its agents and is in a form which is sufficient for the proper administration of such Mandalay Benefit Plan in accordance with its terms and all applicable Laws and such data is complete and correct in all material respects.

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(j) None of the Mandalay Benefit Plans (other than pension plans) provide for post-retirement or post-termination of service benefits, except for benefits required to be provided after termination of employment pursuant to applicable Laws relating to employment or labour standards.

30. Restrictions on Business Activities. There is no Contract or Order binding upon Mandalay or any of its subsidiaries that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing any business practice of Mandalay or any of its subsidiaries or the conduct of business by Mandalay or any of its subsidiaries as currently conducted (including following the transaction contemplated by this Agreement).

31. Material Contracts.

(a) Section 31(a) of the Mandalay Disclosure Letter sets out a complete and accurate list of all Material Contracts to which Mandalay or any of its subsidiaries is a party, or by which Mandalay or any of its subsidiaries is bound ("**Mandalay Material Contracts**"). True and complete copies of the Mandalay Material Contracts have been disclosed in the Mandalay Data Room.

(b) Each Mandalay Material Contract is legal, valid, binding and in full force and effect and is enforceable by Mandalay or a subsidiary of Mandalay, as applicable, in accordance with its terms (subject to bankruptcy, insolvency and other Laws affecting creditors' rights generally, and to general principles of equity).

(c) Mandalay and each of its subsidiaries have performed in all material respects all respective obligations required to be performed by them to date under the Mandalay Material Contracts and neither Mandalay nor any of its subsidiaries is in breach or default under any Mandalay Material Contract in any material respect, nor does there exist any condition that with the passage of time or the giving of notice or both would result in such a breach or default.

(d) None of Mandalay or any of its subsidiaries knows of, or has given or received any notice (whether written or oral) of, any breach or default under any Mandalay Material Contract nor, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under, any such Mandalay Material Contract by any other party to a Mandalay Material Contract.

(e) None of Mandalay or any of its subsidiaries has received any notice (whether written or oral), that any party to a Mandalay Material Contract intends to amend, cancel, terminate or otherwise modify or not renew its relationship with Mandalay or any of its subsidiaries, and, to the knowledge of Mandalay, no such action has been threatened.

32. Real Property and Personal Property.

(a) Mandalay and its subsidiaries have good title to, or valid leasehold interests in, all of their respective properties and assets, free and clear of all Liens, except for Permitted Liens;

(b) Mandalay and its subsidiaries enjoy peaceful and undisturbed possession under all leases, subleases, licenses or occupancy agreements for Mandalay Leased Real Property; and

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(c) Mandalay and its subsidiaries, as lessees, have the right under valid and subsisting leases to use, possess and control all personal or movable property leased by Mandalay or any of its subsidiaries as used, possessed and controlled by Mandalay or its subsidiaries, as applicable.

(d) Section 32(d) of the Mandalay Disclosure Letter sets forth a true, complete and correct list as of the date of this Agreement of all real property leased, subleased, licensed and/or otherwise used or occupied (whether as tenant, subtenant, licensee or pursuant to any other occupancy arrangement (whether written or otherwise)) by Mandalay or any of its subsidiaries in connection with the operation of Mandalay's or such subsidiary's business as it is now being conducted (collectively, including the improvements thereon, the "**Mandalay Leased Real Property**").

(e) Mandalay or a subsidiary of Mandalay, as applicable, holds all Permits, easements, rights, interests and privileges necessary for the conduct of the business on property owned or leased by Mandalay or its subsidiaries (including under any Mandalay Mineral Rights).

(f) There are no pending or, to the knowledge of Mandalay, threatened proceedings to take all or any portion of any property owned or leased by Mandalay or its subsidiaries (including under any Mandalay Mineral Rights) or any interest therein by expropriation or any condemnation proceeding or any sale or disposition in lieu thereof.

(g) No person has any right of first refusal, undertaking or commitment or any right or privilege capable of becoming such, to purchase any real or immovable property owned or, to the knowledge of Mandalay, leased or otherwise held by Mandalay or its subsidiaries, or any part thereof or interest therein.

(h) To the knowledge of Mandalay, there are no disputes regarding boundaries, easements, covenants, rights or means to access or other matters relating to any real property owned or, to the knowledge of Mandalay, leased by, Mandalay and its subsidiaries.

(i) To the knowledge of Mandalay, all required consents and approvals have been obtained in respect of any real property leased or licenced by Mandalay and its subsidiaries and any alteration, extension or other improvement thereof.

(j) To the knowledge of Mandalay, no notice has been received by Mandalay and there is no order, declaration, recommendation or approved proposal of a public authority or Governmental Entity which would materially affect the use of any property owned or leased by Mandalay or its subsidiaries (including under any Mandalay Mineral Rights).

(k) To the knowledge of Mandalay, Mandalay will not have any residual liability in respect of any leasehold premises that it has assigned, whether or not the relevant lessor gave any release to Mandalay.

(l) To Mandalay's knowledge, there is no material breach of, or material default under, any lease, agreement or covenant in relation to any property owned or leased by Mandalay or its subsidiaries (including under any Mandalay Mineral Rights) and the transactions contemplated by this Agreement will not trigger any such breach or default.

33. Title to the Assets. Mandalay and its subsidiaries own (with good and valid title) all of the Mandalay Material Properties, mining rights and assets (whether real, personal, immovable,

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movable or mixed and whether tangible or intangible) that they purport to own including all the Mandalay Material Properties, mining rights and assets reflected as being owned by Mandalay or its subsidiaries in the Books and Records. No other person owns any Mandalay Material Property, mining rights or assets which are being used in the business of Mandalay or its subsidiaries, except for the Mandalay Leased Real Properties, the personal property leased by Mandalay pursuant to the Material Contracts and the Intellectual Property licensed to Mandalay or its subsidiaries.

34. **Sufficiency of Assets.** The property and assets of Mandalay and its subsidiaries include all rights and property necessary to enable them to conduct their business after the Effective Time substantially in the same manner as it was conducted prior to the Effective Time.

35. **No Options, etc. to Purchase Assets.** No person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from Mandalay of any material assets (including any Mandalay Mineral Right or any portion thereof).

36. **Interest in Mandalay Mineral Rights.**

(a) All of Mandalay's and the Mandalay Material Subsidiaries' interests in any rights, titles and interests held in respect of mining claims, mining leases, mining concessions, exploration licenses, leases to mine minerals, surface deposit rights, other forms of mineral or land tenures, whether contractual, statutory or other, and other mining titles, granted, assigned, acquired or held by any person at any time and from time to time (including any mining tenements as defined in the *Mining Act 1978* (Western Australia) and pursuant to the *Minerals Act (1991:45)* (Sweden)) (collectively, the "**Mandalay Mineral Rights**"), are set forth in the Section 4.2 of each of the Mandalay Technical Reports. Other than Mandalay Mineral Rights or as set forth in Section 36(a) of the Mandalay Disclosure Letter, neither Mandalay nor any of the Mandalay Material Subsidiaries own or has any interest in any other mining claims, mining leases, mining concessions and other mining titles. The Mandalay Mineral Rights are all the mineral rights that are required to operate the mineral exploration and mining business of Mandalay and its subsidiaries in Australia and Sweden.

(b) Mandalay, through its subsidiaries, is the sole registered and legal and beneficial owner (with good and valid title) of all right, title and interest in and to the Mandalay Mineral Rights, free and clear of any Lien, other than a Permitted Lien. None of Mandalay's subsidiaries nor Mandalay is party to any agreement to grant any Lien (other than Permitted Liens) over any of the Mandalay Mineral Rights and none of the Mandalay Material Subsidiaries nor Mandalay have cancelled, waived, released or discontinued any material rights or claims under the Mandalay Mineral Rights.

(c) To the knowledge of Mandalay, the Mandalay Mineral Rights are in full force and effect, in good standing, not liable to be forfeited, cancelled, terminated, suspended or not renewed for any reason under applicable Laws and, to the knowledge of Mandalay, all work required to be performed and reports required to be filed in respect of Mandalay Mineral Rights by applicable Law have been performed and filed, all Taxes, royalties, rentals, rates, levies, fees, expenditures and other payments required to be made in respect thereof have been paid, incurred or complied with, all filings in respect thereof have been made and there is no material breach of any of the conditions of any of the Mandalay Mineral Rights. There are no adverse claims against or challenge to the title to or ownership of any Mandalay Mineral Rights.

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(d) Other than as set forth in Section 4.5 of each of the Mandalay Technical Reports, no person other than Mandalay and the Mandalay Material Subsidiaries has any interest in Mandalay Mineral Rights or the production or profits therefrom or, other than Mandalay Royalty Agreements, any royalty or streaming interest in respect thereof or any right to acquire any such interest, except pursuant to applicable Laws and other than a Permitted Lien.

(e) There are no back-in rights, earn-in rights, purchase options, rights of first offer, rights of first refusal or similar provisions, rights requiring Mandalay or any of the Mandalay Material Subsidiaries to share or make available the Mandalay Mineral Rights to any person or rights which would adversely affect any interest of Mandalay and its subsidiaries in Mandalay Mineral Rights.

(f) There are no material restrictions on the ability of Mandalay or any of the Mandalay Material Subsidiaries to transfer, use or exploit Mandalay Mineral Rights, except pursuant to applicable Laws or the terms of Mandalay Mineral Rights.

(g) Mandalay is not aware of: (i) any surface rights held or purported to be held by any person to occupy or otherwise use the surface of the land comprising the Mandalay Mineral Rights, or of any fact or condition which would result in the interference with or termination of Mandalay or any of the Mandalay Material Subsidiaries' (as applicable) access to the land comprising the Mandalay Mineral Rights or of its surface rights necessary to explore and exploit the Mandalay Mineral Rights and to conduct all exploration and mining activities thereon; or (ii) any notice, charge, claim or action to which the Mandalay Minerals Rights is subject that has been taken or threatened by any person which would in any way encumber, limit, restrict or cause interference, in any material respect, with any mining operations carried out in connection with any of the Mandalay Material Properties.

(h) Mandalay and the Mandalay Material Subsidiaries have not been threatened with or received any notice, whether written or oral, from any Governmental Entity or any third party of any revocation, expropriation, or challenge to ownership or intention to revoke, expropriate or challenge the ownership of Mandalay in any of Mandalay Mineral Rights.

(i) Section 36(i) of the Mandalay Disclosure Letter sets forth a complete list of all Royalty Agreements to which Mandalay or any of the Mandalay Material Subsidiaries is a party or by which the Mandalay Mineral Rights are affected (the "**Mandalay Royalty Agreements**"). Other than Mandalay Royalty Agreements, there are no Royalty Agreements to which Mandalay or any of the Mandalay Material Subsidiaries is a party or, to the knowledge of Mandalay, by which the Mandalay Mineral Rights are affected which continue to be in force. Mandalay has made available to Alkane true and complete copies of each Mandalay Royalty Agreement.

37. Mineral Resources and Reserves. The most recent estimated mineral resources and mineral reserves disclosed in Mandalay Technical Reports filed on SEDAR+ before the date of this Agreement have been prepared and disclosed in all material respects in accordance with accepted mining, engineering, geoscience and other approved industry practices and all applicable Laws, including the requirements of NI 43-101. The information provided by Mandalay to the Qualified Persons in connection with the preparation of such estimates was complete and accurate in all material respects at the time such information was furnished. Except for reductions arising in the ordinary course of mining operations, there has been no reduction in the aggregate amount of estimated mineral resources or mineral reserves of Mandalay from the amounts disclosed in Mandalay Technical Reports. All material information regarding Mandalay's properties, including

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drill results, technical reports and studies, that are required to be disclosed by Canadian Securities Laws, have been disclosed in Mandalay Technical Reports. The most recent technical reports with respect to Mandalay Material Properties filed on SEDAR+ are current technical reports for purposes of compliance with NI 43-101.

38. Operational Matters.

(a) All rentals, royalties, overriding royalty interests, production payments, net profits, interest burdens, payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect material assets of Mandalay or any of its subsidiaries and any of their joint ventures, have been: (A) duly paid; (B) duly performed; or (C) provided for prior to the date hereof; and

(b) All costs, expenses, and liabilities due and payable on or prior to the date hereof under the terms of any contracts and agreements to which Mandalay or any of its subsidiaries or any of their joint ventures is directly or indirectly bound, have in all material respects, been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business.

39. Corrupt Practices Legislation. There have been no violations or breaches of Anti-Corruption Laws by Mandalay and its subsidiaries, and Mandalay and subsidiaries have implemented and maintain policies, standards, procedures and controls designed to ensure compliance by them and their directors, officers, agents, employees and others acting on their behalf with Anti-Corruption Laws, including measures for the detection, prevention and reporting of violations. In connection with this Agreement, neither Mandalay nor its subsidiaries nor any director or officer of Mandalay or its subsidiaries nor, to the knowledge of Mandalay, any agent, employee or other person acting on behalf of Mandalay or any of its subsidiaries, directly or indirectly, has (prior to or upon entering this Agreement), given, made, offered or received, or will (until completion or termination of this Agreement, as applicable) give, make, offer or receive anything of value, including any payment (including a facilitation payment), gift, contribution, expenditure or other advantage (i) in violation of any applicable Law, including any Anti-Corruption Law; or (ii) to a Public Official with the intention of: (A) improperly influencing any act or decision of a Public Official; (B) inducing a Public Official to do or omit to do any act in violation of his lawful duty; or (C) securing any improper advantage, in each case in order to obtain or retain business or any business advantage (such as, for example, securing any concession, permit, authorization, contract, or other agreement with any party). Neither Mandalay nor any of its subsidiaries is, has been, or is reasonably expected to become the subject of or a party to any proceeding, claim, action, or regulatory investigation related to any Anti-Corruption Laws and there are no circumstances likely to lead or give rise to any such proceeding, claim, action or investigation. For the purposes of this Section 39, "Public Official" includes any (a) officer, employee, or agent employed by, representing or acting on behalf of a (i) Governmental Entity or public international organisation or any department, agency or instrumentality thereof, (ii) legislative, administrative or judicial office, or (iii) government owned or controlled enterprise; (b) political party or party official, or any candidate for any political office; (c) individual who holds or performs the duties of an appointment, office or position created by custom or convention, including (as applicable) any Indigenous community leader; (d) immediate family member, such as a parent, spouse, sibling, or child of a person in anyone specified in (a), (b) or (c) above; or (e) person who holds themselves out to be an authorised representative or intermediary of anyone specified in (a), (b), (c) or (d) above.

40. Compliance with Sanction Legislation.

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(a) Neither Mandalay nor any of its subsidiaries nor any of their respective directors or officers nor, to the knowledge of Mandalay, any of their respective employees or agents or any person acting on behalf of Mandalay or any of its subsidiaries ("**Mandalay Agents**"), is, or is directly or indirectly owned or controlled by, an individual or entity that is currently a listed or designated entity (a "**Sanctioned Person**") under:

(i) any sanction administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (including, but not limited to, designation as a "specially designated national," "blocked person" or "foreign sanctions evaders" thereunder and sanctions pursuant to the U.S. Iran Sanctions Act of 1996, Public Law 104-172, as amended by the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, Public Law 111-195) or the U.S. Departments of State and Commerce ("**US Economic Sanctions**");

(ii) the Special Economic Measures Act, the Justice for Victims of Corrupt Foreign Officials Act (Sergei Magnitsky Law), the Freezing Assets of Corrupt Foreign Officials Act, Part II.1 of the Criminal Code, the United Nations Act, any regulation promulgated under the aforementioned legislation, or any other similar legislation administered by the Government of Canada ("**Canadian Economic Sanctions**");

(iii) any similar legislation administered by or promulgated by the United Kingdom, the United Nations Security Council, the European Union or any of its member states, Australia, Singapore or any other relevant sanctions authority ("**Other Economic Sanctions**" and, collectively with Canadian Economic Sanctions and US Economic Sanctions, "**Sanctions Laws**").

(b) Neither Mandalay nor any of its subsidiaries nor, to the knowledge of Mandalay, any of their respective directors, officers or Mandalay Agents, is or ever has been, directly or indirectly, engaged in any conduct, dealings, or transactions that would violate Sanctions Laws, including any applicable trade embargoes or export control regulations.

(c) Neither Mandalay nor any of its subsidiaries, nor, to the knowledge of Mandalay, any of their respective directors, officers or Mandalay Agents, is or has been, directly or indirectly:

(i) dealing in the property owned, controlled, or held by a Sanctioned Person;

(ii) providing financial or related services to a Sanctioned Person; or

(iii) engaged in any other dealing or transaction with a Sanctioned Person.

(d) Neither Mandalay nor any of its subsidiaries is located, organized or resident within, or doing business or operating from a country or territory that is, or whose government is, the subject of Sanctions Laws which would prohibit a person or entity resident in or a national of Canada, the United States, the United Kingdom, Australia, Singapore, or the European Union from doing business with or in that jurisdiction (for example, and without limiting the foregoing, the Crimea Region of Ukraine).

(e) Neither Mandalay nor any of its subsidiaries nor, to the knowledge of Mandalay, any of their respective directors, officers or Mandalay Agents, has received notice of or has

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knowledge of any claim, action, suit, proceeding or investigation against it with respect to Sanctions Laws by any relevant Governmental Entity.

41. Intellectual Property; Privacy; Data Protection; Cybersecurity.

(a) Mandalay or one or more of its subsidiaries has a right to use all Intellectual Property that is material to Mandalay's business.

(b) Mandalay and its subsidiaries have established commercially reasonable physical, technological and operational measures consistent with industry practice to protect the security and integrity of their information technology systems, their proprietary and/or confidential information, and Personal Information in their custody or control, including without limitation firewalls, antivirus protection, security information and event management system, intrusion detection and prevention system, employee security training, maintenance of reliable and tested backups, patch management protocols and appropriate governance on security.

(c) Mandalay and its subsidiaries have established appropriate governance to comply with their obligations under Privacy Laws including without limitation the obligations to: limit collection, use or disclosure of personal information for appropriate purposes; obtain valid consent for collection, use or disclosure of personal information; limit collection, use or disclosure to those purposes disclosed to data subjects at the time of collection; limit retention of information to the period of time required to meet the designated purpose; and impose appropriate restrictions on third parties which have access to Personal Information in the custody or control of Mandalay or its subsidiaries.

(d) Mandalay and its subsidiaries have complied at all times and in all material respects with Privacy Laws and their own governance, and there is no set of facts or circumstances known to Mandalay or any of its subsidiaries that (i) has required, requires or could require Mandalay or any of its subsidiaries to provide data breach notification under Privacy Laws, (ii) would expose them to claims by data subjects regarding Personal Information or related to Privacy Laws, or (iii) would expose them to investigation, inquiry, directions, orders or penalties under Privacy Laws.

(e) Neither Mandalay nor its subsidiaries have experienced any material loss, damage, or unauthorized access, disclosure, use or breach of security of any Personal Information in their possession, custody or control, or otherwise held or processed on their behalf.

42. Brokers; Expenses. Except as set out in Section 42 of the Mandalay Disclosure Letter and the fees to be paid to Haywood Securities Inc. and GenCap Mining Advisory Ltd. pursuant to their respective engagement letters with Mandalay, true and complete copies of which have been provided to Alkane, none of Mandalay, any of its subsidiaries or any of their respective officers, directors or employees has employed any broker, finder, investment banker, financial advisor or other person or incurred any liability for any brokerage fees, commissions, finder's fees, financial advisory fees or other similar fees in connection with the transactions contemplated by this Agreement.

43. Opinions of Financial Advisors. As of the date hereof:

(a) Haywood Securities Inc. and GenCap Mining Advisory Ltd. have separately delivered an oral opinion to the Mandalay Board to the effect that as of the date of such opinion and

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based on and subject to the assumptions, qualifications and limitations to be set out in their respective confirmatory written opinion, the Consideration to be received by the Mandalay Shareholders pursuant to the Arrangement is fair from a financial point of view to such holders; and

(b) Mandalay has been authorized by each of Haywood Securities Inc. and GenCap Mining Advisory Ltd. to permit inclusion of their respective Mandalay Fairness Opinion in the Mandalay Circular.

44. Personal Property Register. As at the date hereof and at the Effective Date, all registrations on the Australian Personal Property Securities Register registered against Mandalay's subsidiaries:

(a) were registered in the ordinary course of business;

(b) relate to a valid existing security interest; and

(c) do not breach any term of that entity's financing arrangements in place with a lender, financial or mortgagee.

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SCHEDULE "D"
REPRESENTATIONS AND WARRANTIES OF ALKANE AND ACQUIRECO

1. Organization.

(a) Alkane is duly incorporated and validly formed and existing and in good standing under the laws of Australia and has the requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Alkane is duly qualified or licensed to conduct the business it conducts.

(b) Alkane has made available to Mandalay complete and correct copies of the Constating Documents of Alkane as presently in effect and no action has been taken to amend or supersede such documents. Alkane has made available to Mandalay true, complete and correct redacted copies of the minutes of, and resolutions approved and adopted at, all meetings of the Alkane Board, held since April 1, 2024.

2. Authorization; Validity of Agreement. Each of Alkane and Acquireco has all necessary corporate power and authority to execute and deliver this Agreement. The execution, delivery and performance by Alkane and Acquireco of this Agreement, the Arrangement and the agreements and other documents to be entered into by each of them hereunder and the consummation by Alkane and Acquireco of the transactions contemplated hereunder and thereunder, have been duly and validly authorized by the Alkane Board and the Acquireco board of directors, and no other corporate proceeding on the part of Alkane or Acquireco is necessary in connection therewith, other than obtaining the Alkane Shareholder Approval, to consummate the transactions contemplated hereunder and thereunder.

3. Execution and Binding Obligations. This Agreement has been duly and validly executed and delivered by Alkane and Acquireco and, assuming due and valid authorization, execution and delivery of this Agreement by Mandalay, is a valid and binding obligation of Alkane and Acquireco enforceable against Alkane and Acquireco in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

4. Consents and Approvals; No Violations. The execution and delivery by each of Alkane and Acquireco of this Agreement and the performance by it of its obligations hereunder and the completion of the Arrangement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

(a) violate, conflict with or result in a breach of:

(i) any provision of the Constating Documents of Alkane, Acquireco or any of their subsidiaries;

(ii) any Material Contract to which Alkane, Acquireco or any of their subsidiaries are a party or by which Alkane, Acquireco or any of their subsidiaries are bound, Lease or any Permit of Alkane, Acquireco or any of their subsidiaries;

(iii) assuming satisfaction of, or compliance with the matters set out in Section 5 to this Schedule "D", and receipt of the Permits referred to therein, any Law to which

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Alkane, Acquireco or any of their subsidiaries are subject or by which Alkane, Acquireco or any of their subsidiaries is bound in any material respects,

except, in the case of 4(a)(ii) only, as would not, individually or in the aggregate, have a Material Adverse Effect;

(b) except as disclosed in Section 4 of the Alkane Disclosure Letter, give rise to any right of termination or cause or permit the termination, cancellation, event of default, cash cover requirement (each however described) or other change of any right or obligation or the loss of any benefit to which Alkane or Acquireco is entitled, under any Material Contract of Alkane or Acquireco or any such document or Permit to which Alkane, Acquireco or any of their subsidiaries is a party except as would not, individually or in the aggregate, have had or reasonably be expected to have a Material Adverse Effect.

5. Required Approvals. The execution, delivery and performance by each of Alkane and Acquireco of their obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated hereby do not require any Permit, or any other action by or in respect of, or filing with, or notification to, any Governmental Entity by Alkane or Acquireco other than:

(a) the Key Regulatory Approvals;

(b) the Alkane Shareholder Approval;

(c) the actions, filings, notifications, Permits or Regulatory Approvals described in Sections 6.1(g), 6.1(h) and 6.1(j) of this Agreement; and

(d) any other Permit or Regulatory Approval which, if not obtained, or any other actions by or in respect of, or filings with, or notifications to, any Governmental Entity which, if not taken or made, would not, individually or in the aggregate, have a Material Adverse Effect.

6. Subsidiaries.

(a) All of Alkane's subsidiaries or equity interests (whether registered or beneficial) in any person are set forth in Section 6(a) of the Alkane Disclosure Letter. The following information with respect to each subsidiary of Alkane is accurately set out in Section 6(a) of the Alkane Disclosure Letter: (A) its name; (B) the number, type and principal amount, as applicable, of its outstanding equity securities or other equity interests and a list of registered holders of issued share capital or capital stock or other equity interests; and (C) its jurisdiction of incorporation, organization or formation. Except as set forth in Section 6(a) of the Alkane Disclosure Letter, Alkane does not otherwise own, directly or indirectly, any share capital or capital stock or other equity securities of any person or have any direct or indirect equity or ownership interest in any business.

(b) Each subsidiary of Alkane is duly incorporated and is validly existing under the Laws of its jurisdiction of incorporation and has the corporate power and authority to own its assets and conduct its business as now owned and conducted. Each subsidiary of Alkane is duly qualified to carry on business in each jurisdiction in which its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities make such qualification necessary.

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(c) Alkane is, directly or indirectly, the registered and beneficial owner of all of the issued and outstanding securities of each subsidiary of Alkane, free and clear of all Liens (other than Permitted Liens), and all such securities have been duly and validly authorized and issued, are fully paid, and if the subsidiary is a company or corporation, are non-assessable. No such securities have been issued in violation of any Law or pre-emptive or similar rights.

(d) True and complete copies of the Constating Documents of each subsidiary of Alkane have been made available to Mandalay, and no action has been taken to amend or supersede such documents.

7. Compliance with Laws and Constating Documents.

(a) Except as would not, individually or in the aggregate, have had or reasonably be expected to have a Material Adverse Effect, Alkane and Alkane's subsidiaries have complied with all applicable Laws. No notice, charge, claim or action has been received by Alkane or any of Alkane's subsidiaries or has been filed, commenced or, to the knowledge of Alkane, brought, initiated or threatened against Alkane or any of Alkane's subsidiaries alleging any material violation of any such Laws.

(b) None of Alkane or any of Alkane's subsidiaries is in conflict with, or in default under or in violation of its Constating Documents in any material respect.

8. Permits.

(a) Alkane and its subsidiaries are duly qualified, licensed and registered and hold all Permits, including the Alkane Mineral Rights, required to carry on its business, including the Alkane Mining Operations, as now conducted in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or operated by it, or the nature of its activities make such qualification, license, registration or holding of the Permits necessary, except where failure to be so qualified, licensed or registered or to possess such Permits (i) has not had and would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and (ii) would not reasonably be expected to prevent, delay or impede the consummation of the transactions contemplated by this Agreement. All such Permits are in full force and effect in accordance with their terms, and Alkane and its subsidiaries have in all material respects since April 1, 2023 complied with, and are in compliance with, all such Permits; there is no action, investigation or proceeding pending or, to the knowledge of Alkane, threatened, regarding any such Permit; and none of Alkane or any of its subsidiaries or, any of their respective officers or directors has received any notice of breach, whether written or oral, of revocation, cancellation, forfeiture, suspension or non-renewal or material amendments of any such Permits, or of any intention of any person to revoke, cancel, forfeit, suspend or refuse to renew or to materially amend any of such Permits and all such Permits continue to be effective in order for Alkane and its subsidiaries to continue to conduct their respective businesses as they are currently being conducted. To the knowledge of Alkane, no person other than Alkane or a subsidiary thereof owns or has any proprietary, financial or other interest (direct or indirect) in any such Permits.

9. Capitalization.

(a) As of the close of business on the Business Day prior to the date of this Agreement, there were (A) 605,541,892 fully paid Alkane Shares issued and outstanding; and (B) 11,686,288

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performance rights ("**Alkane Performance Rights**") on issue or agreed to be issued obliging Alkane to issue up to 11,686,288 fully paid Alkane Shares upon the vesting and exercise thereof, and there are no other securities of Alkane issued and outstanding at the date of this Agreement. All outstanding Alkane Shares have been duly authorized, validly issued, fully paid and non-assessable.

(b) There is no Voting Debt of Alkane or any of its subsidiaries issued and outstanding.

(c) Except for Alkane Performance Rights referred to in Section 9(a), there are no options, warrants, calls, pre-emptive rights, subscriptions or other rights, restricted share awards, restricted share unit awards, agreements, arrangements, understandings or commitments of any kind to which Alkane or any of its subsidiaries is a party or by which any of them is bound relating to the issued or unissued shares of Alkane or any of its subsidiaries, or obligating Alkane or any of its subsidiaries to issue, transfer, grant, sell or pay for or repurchase any Alkane Shares or other equity interests in, or securities convertible or exchangeable for any capital stock or Voting Debt of, or other equity interests in, Alkane or any of its subsidiaries or obligating Alkane or any of its subsidiaries to issue, grant, extend or enter into any such options. All Alkane Shares that are subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instrument pursuant to which they are issuable will be duly authorized, validly issued, fully paid and non-assessable.

(d) Section 9(d) of the Alkane Disclosure Letter sets forth, with respect to the Alkane Performance Rights outstanding as of the close of business on the Business Day prior to the date of this Agreement, (A) the holder of the Alkane Performance Rights; (B) the number of Alkane Shares issuable therefor; (C) the purchase price payable therefor upon the exercise of each such Alkane Performance Right, if any; and (D) the date on which such Alkane Performance Right was granted. All grants of Alkane Performance Rights were validly issued and properly approved by the Alkane Board (or a duly authorized committee or subcommittee thereof) in compliance with all applicable Laws. No Alkane Performance Right is held by or on behalf of any U.S. Person (as defined in Rule 902(k) promulgated under the U.S. Securities Act).

(e) Alkane has made available to Mandalay complete and correct copies of the Alkane Plan.

(f) Alkane Plan and the grants of Alkane Performance Rights under such plan have been recorded on Alkane's financial statements in accordance with AIFRS, and no such grants involved any "back dating," "forward dating," "spring loading" or similar practices.

10. Shareholders' and Similar Agreements. Alkane is not party to any shareholder, pooling, voting or other similar agreement relating to the issued and outstanding shares in the capital of Alkane or any of its subsidiaries.

11. Securities Laws Matters.

(a) Alkane is an Australian listed public company and the Alkane Shares are quoted for trading on the ASX. Alkane is not subject to any continuous or periodic, or other disclosure requirements under any securities laws in any jurisdiction other than Australia. None of Alkane's subsidiaries are subject to any continuous or periodic, or other disclosure requirements under any Securities Laws in any jurisdiction. No delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of Alkane

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is pending, in effect or, to the knowledge of Alkane, has been threatened, or is expected to be implemented or undertaken, and Alkane is not currently subject to any formal review, enquiry, investigation or other proceeding relating to any such order or restriction.

(b) Alkane is in compliance with, and not in default of, Securities Laws and the ASX Listing Rules and there are no current, pending or, to the knowledge of Alkane, threatened proceedings before any Securities Authority or other Governmental Entity relating to any alleged non-compliance with any Securities Laws or the ASX Listing Rules. Alkane has timely filed all documents required to be filed by Alkane with any Governmental Entity under Securities Laws and the rules and regulations of the ASX. Each of the Alkane Filings complied as filed with Law and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any misrepresentation. There are no outstanding or unresolved comments in comment letters from any Securities Authority with respect to any of the Alkane Filings and neither Alkane nor any of its filings is the subject of an ongoing audit, review, comment or investigation by any Securities Authority or the ASX.

12. Financial Statements.

(a) Alkane's audited consolidated financial statements as at and for the fiscal years ended June 30, 2024, 2023 and 2022 (including, in each case, any of the notes or schedules thereto, the auditor's report thereon and related management's discussion and analysis) included in the Alkane Filings: (i) were prepared in accordance with AIFRS; and (ii) present fairly, in all material respects, the financial position of Alkane and its subsidiaries on a consolidated basis as at the respective dates thereof and the revenues, results of operations, changes in shareholders' equity and cash flow of Alkane and its subsidiaries on a consolidated basis for the periods covered thereby (except as may be indicated in the notes to such financial statements).

(b) The financial books, records and accounts of Alkane and its subsidiaries:

(i) have been maintained, in all material respects, in accordance with AIFRS on a basis consistent with prior years;

(ii) accurately and fairly reflect the basis for Alkane's financial statements as at the relevant time in all material respects.

13. No Undisclosed Liabilities. Except for liabilities and obligations (i) reflected or to the extent reserved against on the audited consolidated balance sheet of Alkane as of June 30, 2024 or (ii) incurred in the ordinary course of business consistent with past practice since June 30, 2024 or in connection with the transactions contemplated by this Agreement and which would not reasonably be expected to have a Material Adverse Effect (none of which results from, arises out of, or was caused by any breach of Contract, or violation of Law, in each case, by Alkane or its subsidiaries), neither Alkane nor any of its subsidiaries has incurred any liabilities or obligations of any nature, whether or not accrued, contingent, absolute or otherwise and whether or not required to be disclosed in the liabilities column of a balance sheet prepared in accordance with AIFRS.

14. No Hedging. Except as set forth in the Alkane Filings, neither Alkane nor any of its subsidiaries will, on the date of this Agreement, have any foreign currency or commodity hedging arrangements in effect, other than those published in the Alkane Financial Statements.

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15. Competition Act. Alkane, together with its Competition Act Affiliates, neither has assets in Canada in excess of C$200 million in aggregate value, nor gross revenues in, from or into Canada in excess of C$200 million in aggregate value, as determined pursuant to subsection 109(1) of the Competition Act.

16. Environmental Matters.

(a) Alkane and each of its subsidiaries have in the past five (5) years been and the business of Alkane and its subsidiaries and the assets of Alkane and its subsidiaries are (and have in the past five (5) years been carried on, as applicable), in compliance with all applicable Environmental Laws in all material respects; and, to the knowledge of Alkane, there are no facts or circumstances that could reasonably be expected to result in a material breach of any Environmental Laws by Alkane or its subsidiaries.

(b) All material Permits issued or required pursuant to Environmental Laws necessary to operate the business of Alkane and its subsidiaries as currently being conducted:

(i) have been obtained;

(ii) are in full force and effect;

(iii) are being complied with in all material respects; and

(iv) are not being appealed by any person and, to the knowledge of Alkane, no proceeding is threatened, and no grounds exist that could reasonably be expected to result in revocation or limitation of any Permit issued pursuant to Environmental Laws.

(c) To the knowledge of Alkane, there are no Hazardous Substances present on or at any Alkane Property except in such quantities and stored in such a manner as is allowed by an Environmental Law applicable to the business.

(d) There has been no Release, nor, to the knowledge of Alkane, are there any conditions or circumstances that could reasonably be expected to give rise to a Release, of any Hazardous Substance at, on or under any property owned, leased, controlled or operated by Alkane or any of its subsidiaries (including under any Alkane Mineral Rights) that could reasonably be expected to result in liability under Environmental Laws on the part of Alkane or its subsidiaries.

(e) In the past five (5) years, neither Alkane nor any subsidiary of Alkane has:

(i) been convicted of an offence or been subjected to any Order, judgment, injunction or other proceeding or been fined or otherwise sentenced for non-compliance with any Environmental Laws, and no such person has settled any prosecution short of conviction in connection therewith;

(ii) received nor been threatened with any written notice, complaint, citation, summons or order of any alleged non-compliance in respect of, or any potential liability under any Environmental Law that remains outstanding or unresolved; or

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(iii) been required by any Governmental Entity to conduct a cessation of activities at, a change of use, a closure, an environmental rehabilitation or an environmental remediation of, any property owned or leased by Alkane or its subsidiaries (including under any Alkane Mineral Rights).

(f) Except pursuant to any customary indemnities in any Lease or pursuant to any Material Contract set forth in Section 29(a) of the Alkane Disclosure Letter, neither Alkane nor its subsidiaries has agreed by Contract or otherwise (including any order or consent agreement) to indemnify or hold harmless any person for any liability pursuant to Environmental Laws.

(g) To the knowledge of Alkane, no event has occurred which may reasonably be expected to require Alkane or any of its subsidiaries to carry out any work or pay any money in relation to any Alkane Property in order to ensure that the Alkane Property can be used in compliance with applicable Environmental Law in the manner it is being used as at the date of this Agreement.

(h) There is:

(i) other than the applicable closure and remediation management plans required by Law and as reflected in the Alkane Financial Statements or the Alkane Budget, and other than routine plans or policies required under Environmental Laws and Permits for routine operations, no material plan or policy which has been or is required to be prepared in relation to any Alkane Property under any Environmental Law applicable to the business; and

(ii) other than as required by applicable closure and remediation management plans required by Law, to the knowledge of Alkane, nothing in, on or under any Alkane Property (including but not limited to underground tanks and associated piping) that requires notification to any Governmental Entity or could reasonably be expected to entitle any Governmental Entity to require monitoring, closure, clean up or remediation under any Environmental Law applicable to the business.

(i) Alkane and its subsidiaries have, or caused to be, provided all financial assurance to applicable Governmental Entities, required under Environmental Laws relating to the Alkane Properties and to conduct the business of Alkane and its subsidiaries and have not, in the past five (5) years, received any request or other communication from any Governmental Entity indicating that additional financial assurance may be required in relation to any Alkane Property.

(j) No Alkane Property is the subject of any charge in favour of any Governmental Entity as security for the cleaning up of the Alkane Properties or other costs under any Environmental Law.

(k) To the knowledge of Alkane, there are no material environmental issues relating to past activities on, or in relation to, the Alkane Mineral Rights requiring remedial action which has not been completed as required by Environmental Law or which is not contemplated by applicable closure and remediation management plans required by Law.

17. Indigenous Matters. Neither Alkane nor any subsidiary of Alkane, nor any person acting on behalf of Mandalay or a subsidiary of Alkane, is a party to any Contract with any Indigenous communities,

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nor are they currently in discussions or negotiations with any Indigenous community with respect to entering into any such Contract.

18. Employment Matters.

(a) To the knowledge of Alkane, each Independent Contractor of Alkane or any of its subsidiaries has been properly classified as an independent contractor by Alkane or such subsidiary, as applicable, and neither Alkane nor any of its subsidiaries has received any notice from any Person (including any Governmental Entity) disputing such classification, and Alkane and its subsidiaries have otherwise complied in all material respects with all obligations pursuant to the engagement of Independent Contractors.

(b) To the knowledge of Alkane, each Casual Employee of Alkane who is in Australia has been properly classified as a Casual Employee and neither Alkane nor any of its subsidiaries has received any notice from any Person (including any Governmental Entity) disputing such classification, and Alkane and its subsidiaries have otherwise complied in all material respects with all obligations pursuant to the engagement of Casual Employees.

(c) No Employee or Independent Contractor of Alkane of any of its subsidiaries has been given notice of dismissal or termination by Alkane or any of its subsidiaries, has given notice resigning from employment with Alkane or any of its subsidiaries or terminating a contractor agreement with Alkane or any of its subsidiaries or, to the knowledge of Alkane, has otherwise indicated an intention to terminate an employment or contractor engagement with Alkane or any of its subsidiaries, or has been placed on gardening leave or any equivalent arrangement, in each case in anticipation, and as a result, of the performance of this Agreement and the consummation of the Arrangement.

(d) Except as set forth in Section 18(d) of the Alkane Disclosure Letter, the execution, delivery and performance of this Agreement and the consummation of the Arrangement will not (A) result in any payment or other entitlement (including bonus, change of control payment, retention, retirement, severance or other benefit) becoming due or payable or to be provided to any current or former director, officer, employee, consultant or independent contractor of Alkane or any of its subsidiaries, including under any Alkane Benefit Plan, (B) accelerate the vesting or provision or increase the salary, compensation (in any form) or benefits otherwise payable to or to be provided to any current or former director, officer, employee, consultant or independent contractor of Alkane or any of its subsidiaries, including under any Alkane Benefit Plan, (C) entitle the recipient of any payment or benefit to receive any "gross up" payment for any income or other Taxes that might be owed with respect to such payment or benefit payments, or (D) result in the triggering or imposition of any restrictions or limitations on the rights of Alkane or any of its subsidiaries to amend or terminate any Alkane Benefit Plan.

(e) None of Alkane or any of the Alkane subsidiaries is subject to any current, pending or, to the knowledge of Alkane, threatened claim, complaint or proceeding for wrongful dismissal, constructive dismissal, discrimination or retaliation, or any other claim relating to termination of employment of any current or former employee, independent contractor or consultant.

(f) Neither Alkane nor any of the Alkane subsidiaries (A) is a party to or bound by any Collective Agreement nor is any future Collective Agreement currently being negotiated or (B) is subject to any application for certification or any apparent or, to the knowledge of

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Alkane, threatened union-organizing campaigns and no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any Employees or Independent Contractors of Alkane or any of its subsidiaries in their capacity as such by way of certification, interim certification, voluntary recognition or succession rights. There is no labour strike, dispute, work slowdown or stoppage, picketing, hand-billing or boycotts pending or involving, or to the knowledge of Alkane threatened against Alkane or any of the Alkane subsidiaries and no such event has occurred within the last three (3) years.

(g) Alkane and the Alkane subsidiaries have been in the past three (3) years, and are, in compliance in all material respects with all terms and conditions of employment and all applicable Laws with respect to employment and labour, including but not limited to Modern Award coverage and compliance, employment and labour standards, occupational health and safety, workers' compensation, human rights, immigration, Tax withholding, labour relations pay equity, and wage and hour Laws, and there are no current, pending, or to the knowledge of Alkane, threatened Proceedings with respect to any such Laws.

(h) Alkane and its subsidiaries have not and are not engaged in any unfair labour practice and no unfair labour practice complaint, grievance or arbitration proceeding is pending or, to the knowledge of Alkane, threatened against Alkane or any of its subsidiaries.

(i) All amounts due or accrued due for all salary, wages, bonuses, commissions, leave with pay, sick days, termination and severance pay and benefits under Alkane Benefit Plans and other similar accruals have either been paid, or are accurately reflected, or sufficient provision has been made, in the Books and Records of Alkane or of the applicable subsidiary.

(j) Alkane and each of its subsidiaries are registered for workers' compensation coverage if and as required by applicable Law. There are no material outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing by Alkane or any of its subsidiaries pursuant to any workplace safety and insurance legislation and neither Alkane nor any of its subsidiaries has been reassessed in any material respect under such legislation during the past three (3) years and, to the knowledge of Alkane, no audit of Alkane or any of its subsidiaries is currently being performed pursuant to any applicable workplace safety and insurance legislation.

(k) There are no material charges pending under applicable OHSA legislation related to Alkane or any of its subsidiaries. Alkane and each of its subsidiaries has complied in all material respects with any orders issued under OHSA and there are no appeals of any orders under OHSA currently outstanding.

(l) In the past three (3) years, there have been no fatal or critical accidents which have occurred in the course of the operation of the business which could reasonably be expected to lead to charges under any applicable Law.

(m) Within the past three (3) years, with respect to each allegation or claim related to workplace harassment (including sexual harassment) of which Alkane or any of its subsidiaries gas received notice, Alkane and each of its subsidiaries, as applicable, has investigated such allegation or claim in accordance in all material respects with its obligations under applicable Law and, for each such substantiated allegation or claim, taken prompt corrective action that is reasonably calculated to prevent further workplace harassment

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(including sexual harassment). Alkane and its subsidiaries do not reasonably expect any material liability with respect to any such allegations or claims.

19. Absence of Certain Changes or Events. Except as specifically contemplated by this Agreement or as disclosed in the Alkane Filings, since December 31, 2024, (i) Alkane and the Alkane subsidiaries have conducted their business in the ordinary course of business consistent with past practice, and (ii) there has not been any event, circumstance or occurrence which has had, or is reasonably likely to give rise to a Material Adverse Effect.

21. Litigation; Orders.

(a) There is no suit, claim, action, charge, investigation, inquiry, including arbitration proceeding, alternative dispute resolution proceeding, other Proceeding or investigation that has been commenced or, to the knowledge of Alkane, threatened against or naming as a party thereto Alkane or any subsidiary of Alkane or any of their respective property or assets or any of their respective current or former directors, officers or employees (in their capacities as such) that:

(i) has been, or would reasonably be expected, individually or in the aggregate, to give rise to a Material Adverse Effect;

(ii) could be or is being prosecuted as a criminal offence; or

(iii) has impaired, or would reasonably be expected, individually or in the aggregate, to impair, in any material respect, the ability of Alkane to perform its obligations under this Agreement or to consummate the Arrangement, or prevent or materially delay the consummation of any of the Arrangement and the other transactions contemplated by this Agreement.

(b) No Order is outstanding against Alkane, any of Alkane's subsidiaries or any of their respective properties or assets that:

(i) has been, or would reasonably be expected, individually or in the aggregate, to give rise to a Material Adverse Effect; or

(ii) has impaired, or would reasonably be expected, individually or in the aggregate to impair, in any material respect, the ability of Alkane to perform its obligations under this Agreement or to consummate the Arrangement, or prevent or materially delay the consummation of any of the Arrangement and the other transactions contemplated by this Agreement.

(c) As of the date hereof, Alkane and Alkane's subsidiaries do not have any suit, claim, action, charge, proceeding, including arbitration proceeding or alternative dispute resolution proceeding, or investigation pending against any other person.

(d) There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress, or, to the knowledge of Alkane, threatened against or relating to Alkane or its subsidiaries before any Governmental Entity.

22. Taxes.

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(a) Each of Alkane and the Alkane subsidiaries has duly and in a timely manner filed all Tax Returns required to be filed by it with the appropriate Governmental Entity, and all such Tax Returns were complete and correct in all material respects. Neither Alkane nor any of Alkane's subsidiaries is currently a beneficiary of any extension of time within which to file any Tax Return other than extensions that are automatically granted.

(b) Alkane and each of Alkane's subsidiaries has paid all material Taxes, including instalments required by applicable Law on account of Taxes for the current year, which are due and payable by it (whether or not assessed by the appropriate Governmental Entity), and Alkane has provided adequate accruals in accordance with AIFRS in the most recently published financial statements of Alkane for any Taxes of Alkane and each of Alkane's subsidiaries that have not been paid with respect to the period covered by such financial statements whether or not shown as being due on any Tax Returns. No liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.

(c) Each of Alkane and Alkane's subsidiaries has, in all material respects, duly and timely withheld all Taxes required by Law to be withheld by it (including Taxes required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the benefit of any person) and has, in all material respects, duly and timely remitted to the appropriate Governmental Entity such Taxes or other amounts required by Law to be remitted by it.

(d) Each of Alkane and Alkane's subsidiaries has, in all material respects, duly and timely collected all amounts on account of any sales, use or transfer Taxes, including without limitation goods and services, harmonized sales, provincial and territorial sales taxes and state and local taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity such amounts required by Law to be remitted by it.

(e) Other than as set forth in Section 22(e) of the Alkane Disclosure Letter, there are no proceedings, investigations, audits or claims now pending against Alkane or any of Alkane's subsidiaries in respect of any Taxes and there are no matters under discussion, audit or appeal with any Governmental Entity relating to Taxes. Neither Alkane nor any of Alkane's subsidiaries has granted a waiver to extend a reassessment period that is still in force.

(f) For the purposes of the Tax Act, the Income Tax Assessment Act and any other relevant Tax purposes:

  (i) Alkane is resident in Australia and is not resident in any other country;

  (ii) each of Alkane's subsidiaries has at all times during its existence been resident in the jurisdiction in which it was formed, and has never been resident in any other country; and

  (iii) neither Alkane nor any of its subsidiaries has, or had, a permanent establishment in a country other than its country of residence.

(g) Neither Alkane nor any of Alkane's subsidiaries is liable for Taxes of any other person by reason of contract, transferee liability, indemnification or otherwise.

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(h) There are no Liens for Taxes upon any properties or assets of Alkane or any of Alkane's subsidiaries (other than Permitted Liens).

(i) Each of Alkane and Alkane's subsidiaries has complied, in all material respects, with all applicable transfer pricing rules and has maintained appropriate documentation in connection with its Tax positions relating to transactions between it and related parties.

(j) Each of Alkane and Alkane's subsidiaries has complied, in all material respects, with all applicable transfer pricing rules and has maintained appropriate documentation in connection with its Tax positions relating to transactions between it and related parties.

(k) Alkane is not aware of any fact or circumstance that could reasonably be expected to prevent the Arrangement from qualifying as a reorganization within the meaning of Section 368(a) of the U.S. Tax Code.

23. Books and Records. The Books and Records of Alkane and its subsidiaries are currently maintained in accordance, in all material respects, with applicable Laws, are stated in reasonable details, are complete and accurate, in all material respects, and accurately and fairly reflect the basis for Alkane's financial statements. All of Alkane and its subsidiaries' corporate records are in the possession of Alkane or its Representatives.

24. Minute Books. The corporate minute books of Alkane and its subsidiaries have been maintained in accordance with applicable Laws in all material respects and such minute books are complete and accurate in all material respects.

25. Insurance. Alkane and its subsidiaries have in place the insurance policies set out in Section 25 of the Alkane Disclosure Letter. All such policies are in full force and effect and no notice of early cancellation been received or threatened, all premiums due thereon have been paid by Alkane or one of its subsidiaries, and Alkane and its subsidiaries are otherwise in compliance in all material respects with the terms and provisions of such policies. Alkane is not in default with respect to any of the provisions contained in the insurance policies and has not failed to give any notice or to present any claim under any insurance policy in a due and timely fashion. There is no material claim pending under any of such policies or arrangements as to which coverage has been denied or disputed by the underwriters of such policies or arrangements. The limits contained within such policies have not been exhausted or significantly diminished and no further premiums or payments will be due following the Effective Time with respect to periods of time occurring prior to the Effective Time.

26. Non-Arm's Length Transactions. Other than employment or compensation agreements entered into in the ordinary course of business or as disclosed in the Alkane Filings, no director, officer, employee or agent of, or independent contractor to, Alkane or any of its subsidiaries or holder of record or beneficial owner of 10% or more of the Alkane Shares, or associate or affiliate of any such officer, director or beneficial owner, is a party to, or beneficiary of, any loan, guarantee, Contract, arrangement or understanding or other transactions with Alkane or any of its subsidiaries.

27. Benefit Plans.

(a) Section 27(a) of the Alkane Disclosure Letter contains a true and complete list of all material Alkane Benefit Plans and, in respect of each Alkane Benefit Plans, where applicable, Alkane has provided or made available to Alkane current and complete copies

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of the plan document(s) and amendments thereto, including award agreements of officers of Alkane, as amended through the date of this Agreement.

(b) All of Alkane Benefit Plans are and have been established, registered (where required), funded, maintained, invested, contributed to and administered in compliance, in all material respects, with all applicable Laws (and for the avoidance of doubt, to the extent relevant, each relevant Alkane Benefit Plan is a complying superannuation fund within the meaning of the Superannuation Industry (Supervision) Act 1993, or retirement savings account, or contributions are otherwise made via a clearing house) and the terms of each Alkane Benefit Plan. To the knowledge of Alkane, no fact or circumstance exists which could adversely affect the registered status or tax-qualification of any such Alkane Benefit Plan under applicable Law.

(c) All obligations of Alkane regarding Alkane Benefit Plans have been satisfied in all material respects and all contributions, benefits, premiums or Taxes required to be remitted, made, withheld or paid by Alkane by applicable Laws, or under the terms of each Alkane Benefit Plan, have been remitted, made, withheld or paid when or before due (including so as to avoid any liability for a Superannuation Guarantee Charge). No currently outstanding notice of underfunding, non-compliance, failure to be in good standing or otherwise has been received by Alkane or any of its subsidiaries from any applicable Governmental Entity in respect of any Alkane Benefit Plan that is a pension or retirement plan. There are no outstanding amounts or penalties owing to any applicable Governmental Entity in respect to matters regarding Alkane Benefit Plans.

(d) Alkane is not obliged to meet any additional obligations on behalf of Employees or Independent Contractors, for example, in respect of insurance or administration fees.

(e) Alkane will not increase or commit to increase or supplement the amount of the contributions to any superannuation fund or other benefits that the group company is obliged to make or has voluntarily committed to make.

(f) All reports and filings with Governmental Entities required to be made by Alkane or any subsidiary in connection with each Alkane Benefit Plan, have been timely made, and all disclosures and notices required to be given to participants and beneficiaries in connection with each Alkane Benefit Plan have, in all material respects, been properly and timely made in accordance with applicable Laws and the terms of Alkane Benefit Plans.

(g) No Alkane Benefit Plan is subject to any current or pending investigation, examination, action, claim (including claims for Taxes, interest, penalties or fines) or any other proceeding initiated by any person (other than routine claims for benefits) and, to the knowledge of Alkane, there exists no state of facts which could reasonably be expected to give rise to any such investigation, examination, action, claim or other proceeding.

(h) No Alkane Benefit Plan is a "registered pension plan", a "multi-employer plan", a "retirement compensation arrangement", or a "salary deferral arrangement", each as defined in the Tax Act, or a multi-employer pension plan for purposes of applicable pension standards legislation in Canada or a province thereof. No current or former Employee or Independent Contractor of Alkane accrues benefits which are, or will be, determined by reference to a formula based on length of service and/or superannuation salary under any Alkane Benefit Plan and no assurance has been made to any current or former Employee or Independent Contractor of Alkane that their accumulation benefits under any Alkane

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Benefit Plan will at any point in the future equate to or not be less than any particular amount however calculated.

(i) All data necessary to administer each Alkane Benefit Plan is in the possession of Alkane or its agents and is in a form which is sufficient for the proper administration of such Alkane Benefit Plan in accordance with its terms and all applicable Laws and such data is complete and correct in all material respects.

(j) None of the Alkane Benefit Plans (other than pension plans) provide for post-retirement or post-termination of service benefits, except for benefits required to be provided after termination of employment pursuant to applicable Laws relating to employment or labour standards.

28. Restrictions on Business Activities. There is no Contract or Order binding upon Alkane or any of its subsidiaries that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing any business practice of Alkane or any of its subsidiaries or the conduct of business by Alkane or any of its subsidiaries as currently conducted (including following the transaction contemplated by this Agreement).

29. Material Contracts.

(a) Section 29(a) of the Alkane Disclosure Letter sets out a complete and accurate list of all Material Contracts to which Alkane or any of its subsidiaries is a party, or by which Alkane or any of its subsidiaries is bound ("**Alkane Material Contracts**"). True and complete copies of the Alkane Material Contracts have been disclosed in the Alkane Data Room.

(b) Each Alkane Material Contract is legal, valid, binding and in full force and effect and is enforceable by Alkane or a subsidiary, as applicable, in accordance with its terms (subject to bankruptcy, insolvency and other Laws affecting creditors' rights generally, and to general principles of equity).

(c) Alkane and each of its subsidiaries have performed in all material respects all respective obligations required to be performed by them to date under the Alkane Material Contracts and neither Alkane nor any of its subsidiaries is in breach or default under any Alkane Material Contract in any material respect, nor does there exist any condition that with the passage of time or the giving of notice or both would result in such a breach or default.

(d) None of Alkane or any of its subsidiaries knows of, or has given or received any notice (whether written or oral) of, any breach or default under any Alkane Material Contract nor, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under any such Alkane Material Contract by any other party to an Alkane Material Contract.

(e) None of Alkane or any of its subsidiaries has received any notice (whether written or oral), that any party to an Alkane Material Contract intends to amend, cancel, terminate or otherwise modify or not renew its relationship with Alkane or any of its subsidiaries, and, to the knowledge of Alkane, no such action has been threatened.

30. Real Property and Personal Property.

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(a) Alkane and its subsidiaries have good title to, or valid leasehold interests in, all of their respective properties and assets, free and clear of all Liens, except for Permitted Liens. Alkane and its subsidiaries enjoys peaceful and undisturbed possession under all leases, subleases, licenses or occupancy agreements for Alkane Leased Real Property. Alkane and its subsidiaries, as lessees, have the right under valid and subsisting leases to use, possess and control all personal or movable property leased by and material to Alkane or any of its subsidiaries as used, possessed and controlled by Alkane or its subsidiaries, as applicable.

(b) Section 30(b) of the Alkane Disclosure Letter sets forth a true, complete and correct list as of the date of this Agreement of all real property leased, subleased, licensed and/or otherwise used or occupied (whether as tenant, subtenant, licensee or pursuant to any other occupancy arrangement (whether written or otherwise)) by Alkane or any of its subsidiaries in connection with the operation of Alkane's or such subsidiary's business as it is now being conducted (collectively, including the improvements thereon, the "**Alkane Leased Real Property**").

(c) Alkane holds all Permits, easements, rights, interests and privileges necessary for the conduct of the business on property owned or leased by Alkane or its subsidiaries (including under any Alkane Mineral Rights).

(d) There are no pending or, to the knowledge of Alkane, threatened proceedings to take all or any portion of any property owned or leased by Alkane or its subsidiaries (including under any Alkane Mineral Rights) or any interest therein by expropriation or any condemnation proceeding or any sale or disposition in lieu thereof.

(e) No person has any right of first refusal, undertaking or commitment or any right or privilege capable of becoming such, to purchase any real or immovable property owned or, to the knowledge of Alkane, leased or otherwise held, by Alkane or its subsidiaries, or any part thereof or interest therein.

(f) To the knowledge of Alkane, there are no disputes regarding boundaries, easements, covenants, rights or means to access or other matters relating to any real property owned or, to the knowledge of Alkane, leased by, Alkane and its subsidiaries.

(g) To the knowledge of Alkane, all required consents and approvals have been obtained in respect of any real property leased or licenced by Alkane and its subsidiaries and any alteration, extension or other improvement thereof.

(h) To the knowledge of Alkane, no notice has been received by Alkane and there is no order, declaration, recommendation or approved proposal of a public authority or Governmental Entity which would materially affect the use of any property owned or leased by Alkane or its subsidiaries (including under any Alkane Mineral Rights).

(i) To the knowledge of Alkane, Alkane will not have any residual liability in respect of any leasehold premises that it has assigned, whether or not the relevant lessor gave any release to Alkane.

(j) To the knowledge of Alkane there is no material breach of, or material default under, any lease, agreement or covenant in relation to any property owned or leased by Alkane or its subsidiaries (including under any Alkane Mineral Rights) and the transactions contemplated by this Agreement will not trigger any such breach or default.

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31. **Title to the Assets.** Alkane and its subsidiaries own (with good and valid title) all of the properties, mining rights and assets (whether real, personal, immovable, movable or mixed and whether tangible or intangible) that they purport to own including all the properties and assets reflected as being owned by Alkane or its subsidiaries in the Books and Records. No other person owns any property, mining rights or assets which are being used in the business of Alkane or its subsidiaries except for the Alkane Leased Real Properties, the personal property leased by Alkane pursuant to the Material Contracts and the Intellectual Property licensed to Alkane or its subsidiaries.

32. **Sufficiency of Assets.** The property and assets of Alkane and its subsidiaries include all rights and property necessary to enable them to conduct their business after the Effective Time substantially in the same manner as it was conducted prior to the Effective Time.

33. **No Options, etc. to Purchase Assets.** No person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from Alkane of any material assets (including any Alkane Mineral Right or any portion thereof).

34. **Interest in Alkane Mineral Rights.**

(a) All of Alkane's and the Alkane Material Subsidiaries' interests in any rights, titles and interests held in respect of mining claims, mining leases, mining concessions, exploration licenses, leases to mine minerals, surface deposit rights, other forms of mineral or land tenures, whether contractual, statutory or other, and other mining titles, granted, assigned, acquired or held by any person at any time and from time to time (including any authorisation (as that term is defined in the *Mining Act* 1992 (New South Wales)) and mining tenements (as that term is defined in the *Mining Act* 1978 (Western Australia))) are set forth on page 146 of the Alkane Annual Report (2024) as part of the Alkane Filings or are listed in Section 34(a) of the Alkane Disclosure Letter (collectively, the "**Alkane Mineral Rights**"). Other than Alkane Mineral Rights, neither Alkane nor any of the Alkane Material Subsidiaries own or has any interest in any other mineral rights. The Alkane Mineral Rights are all the mineral rights that are required to operate the mineral exploration and mining business of Alkane and its subsidiaries in Australia.

(b) Other than as set forth on page 146 of the Alkane Annual Report (2024) as part of the Alkane Filings, Alkane and the Alkane Material Subsidiaries, as relevant, is the sole registered and legal and beneficial owner (with good and valid title) of all right, title and interest in and to the Alkane Mineral Rights, free and clear of any Lien, other than a Permitted Lien. None of Alkane's subsidiaries nor Alkane is party to any agreement to grant any Lien (other than Permitted Liens) over any of the Alkane Mineral Rights and none of the Alkane Material Subsidiaries nor Alkane have cancelled, waived, released or discontinued any material rights or claims under the Alkane Mineral Rights.

(c) To the knowledge of Alkane, the Alkane Mineral Rights are in full force and effect, in good standing, not liable to be forfeited, cancelled, terminated, suspended or not renewed for any reason under applicable Laws and, to the knowledge of Alkane, all work required to be performed and reports required to be filed in respect of Alkane Mineral Rights by applicable Law have been performed and filed, all Taxes, royalties, rentals, rates, levies, fees, expenditures and other payments required to be made in respect thereof have been paid, incurred or complied with, all filings in respect thereof have been made and there is no material breach of any of the conditions of any of the Alkane Mineral Rights. There are no adverse claims against or challenge to the title to or ownership of any Alkane Mineral

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Rights.

(d) Other than as set forth on page 146 of the Alkane Annual Report (2024) as part of the Alkane Filings or Section 34(d) of the Alkane Disclosure Letter, no person other than Alkane and its subsidiaries has any interest in Alkane Mineral Rights or the production or profits therefrom or, other than Alkane Royalty Agreements, any royalty or streaming interest in respect thereof or any right to acquire any such interest, except pursuant to applicable Laws and other than a Permitted Lien.

(e) There are no back-in rights, earn-in rights, purchase options, rights of first offer, rights of first refusal or similar provisions, rights requiring Alkane or any of the Alkane Material Subsidiaries to share or make available the Alkane Mineral Rights to any person or rights which would adversely affect any interest of Alkane and its subsidiaries in Alkane Mineral Rights.

(f) There are no material restrictions on the ability of Alkane nor any of the Alkane Material Subsidiaries to transfer, use or exploit Alkane Mineral Rights, except pursuant to applicable Laws or the terms of Alkane Mineral Rights.

(g) Alkane is not aware of: (i) any surface rights held or purported to be held by any person to occupy or otherwise use the surface of the land comprising the Alkane Mineral Rights, or of any fact or condition which would result in the interference with or termination of Alkane or any of the Alkane Material Subsidiaries' (as applicable) access to the land comprising the Alkane Mineral Rights or of its surface rights necessary to explore and exploit the Alkane Mineral Rights and to conduct all exploration and mining activities thereon; or (ii) any notice, charge, claim or action to which the Alkane Minerals Rights is subject that has been taken or threatened by any person which would in any way encumber, limit, restrict or cause interference, in any material respect, with any mining operations carried out in connection with any of the Alkane Mineral Rights.

(h) Alkane and the Alkane Material Subsidiaries have not been threatened with or received any notice, whether written or oral, from any Governmental Entity or any third party of any revocation, expropriation, or challenge to ownership or intention to revoke, expropriate or challenge the ownership of Alkane in any of Alkane Mineral Rights.

(i) Section 34(i) of the Alkane Disclosure Letter sets forth a complete list of all Royalty Agreements to which Alkane or any of the Alkane Material Subsidiaries is a party or by which the Alkane Mineral Rights are affected (the "**Alkane Royalty Agreements**"). Other than Alkane Royalty Agreements, there are no Royalty Agreements to which Alkane or any of the Alkane Material Subsidiaries is a party or, to the knowledge of Alkane, by which the Alkane Mineral Rights are affected which continue to be in force. Alkane has made available to Mandalay true and complete copies of each Alkane Royalty Agreement.

35. Mineral Resources and Ore Reserves. The most recent estimated mineral resources and ore reserves disclosed in Alkane Technical Reports filed on ASX before the date of this Agreement have been prepared and disclosed in all material respects in accordance with accepted mining, engineering, geoscience and other approved industry practices and all applicable Laws, including the requirements of the JORC Code. The information provided by Alkane to the Competent Persons (within the meaning of the JORC Code) in connection with the preparation of such estimates was complete and accurate in all material respects at the time such information was furnished. Except for reductions arising in the ordinary course of mining operations, there has been no reduction in

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the aggregate amount of estimated mineral resources or ore reserves of Alkane from the amounts disclosed in Alkane Technical Reports. All material information regarding Alkane's properties, including drill results, technical reports and studies, that are required to be disclosed by Australian Securities Laws, have been disclosed in Alkane Technical Reports. The most recent technical reports with respect to Alkane Material Properties filed on ASX are current technical reports for purposes of compliance with the JORC Code.

36. Operational Matters.

(a) All rentals, royalties, overriding royalty interests, production payments, net profits, interest burdens, payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect material assets of Alkane or any of Alkane subsidiaries and any of their joint ventures, have been: (A) duly paid; (B) duly performed; or (C) provided for prior to the date hereof; and

(b) All costs, expenses, and liabilities due and payable on or prior to the date hereof under the terms of any contracts and agreements to which Alkane or any of Alkane subsidiaries or any of their joint ventures is directly or indirectly bound, have in all material respects, been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business.

37. Corrupt Practices Legislation. There have been no violations or breaches of Anti-Corruption Laws by Alkane and its subsidiaries and Alkane and its subsidiaries have implemented and maintain policies, standards, procedures and controls designed to ensure compliance by them and their directors, officers, agents, employees and others acting on their behalf with Anti-Corruption Laws, including measures for the detection, prevention and reporting of violations. In connection with this Agreement, neither Alkane nor its subsidiaries nor, any director or officer of Alkane or its subsidiaries nor, to the knowledge of Alkane, any agent, employee or other person acting on behalf of Alkane or any of its subsidiaries, directly or indirectly, has (prior to or upon entering this Agreement), given, made, offered or received, or will (until completion or termination of this Agreement, as applicable) give, make, offer or receive anything of value, including any payment (including a facilitation payment), gift, contribution, expenditure or other advantage (i) in violation of any applicable Law, including any Anti-Corruption Law; or (ii) to a Public Official with the intention of: (A) improperly influencing any act or decision of a Public Official; (B) inducing a Public Official to do or omit to do any act in violation of his lawful duty; or (C) securing any improper advantage, in each case in order to obtain or retain business or any business advantage (such as, for example, securing any concession, permit, authorization, contract, or other agreement with any party). Neither Alkane nor any of its subsidiaries are, have been, or are reasonably expected to become the subject of or a party to any proceeding, claim, action, or regulatory investigation related to any Anti-Corruption Laws and there are no circumstances likely to lead or give rise to any such proceeding, claim, action or investigation. For the purposes of this Section 37, "**Public Official**" includes any (a) officer, employee, or agent employed by, representing or acting on behalf of a (i) Governmental Entity or public international organization or any department, agency or instrumentality thereof, (ii) legislative, administrative or judicial office, or (iii) government owned or controlled enterprise; (b) political party or party official, or any candidate for any political office; (c) individual who holds or performs the duties of an appointment, office or position created by custom or convention, including (as applicable) any Indigenous community leader; (d) immediate family member, such as a parent, spouse, sibling, or child of a person in anyone specified in (a), (b) or (c) above; or (e) person who holds themselves out to be an authorized representative or intermediary of anyone specified in (a), (b), (c) or (d) above.

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38. Compliance with Sanction Legislation.

(a) Neither Alkane nor any of its subsidiaries nor any of their respective directors or officers nor, to the knowledge of Alkane, any of their respective employees or agents or any person acting on behalf of Alkane or any of its subsidiaries **("Alkane Agents"**), is, or is directly or indirectly owned or controlled by, an individual or entity that is a Sanctioned Person.

(b) Neither Alkane nor any of its subsidiaries nor, to the knowledge of Alkane, any of their respective directors, officers or Alkane Agents, is or ever been, directly or indirectly, engaged in any conduct, dealings, or transactions that would violate Sanctions Laws.

(c) Neither Alkane nor any of its subsidiaries nor, to the knowledge of Alkane, any of their respective directors, officers or Alkane Agents, is or has been, directly or indirectly:

(i) dealing in the property owned, controlled, or held by a Sanctioned Person;

(ii) providing financial or related services to a Sanctioned Person; or

(iii) engaged in any other dealing or transaction with a Sanctioned Person.

(d) Neither Alkane nor any of its subsidiaries, are located, organized or resident within, or doing business or operating from a country or territory that is, or whose government is, the subject of Sanctions Laws which would prohibit a person or entity resident in or a national of Canada, the United States, the United Kingdom, Australia, Singapore, or the European Union from doing business with or in that jurisdiction (for example, and without limiting the foregoing, the Crimea Region of Ukraine).

(e) Neither Alkane nor any of its subsidiaries nor, to the knowledge of Alkane, any of their respective directors, officers or Alkane Agents, has received notice of or has knowledge of any claim, action, suit, proceeding or investigation against it with respect to Sanctions Laws by any relevant Governmental Entity.

39. Intellectual Property; Privacy; Data Protection; Cybersecurity.

(a) Alkane or one or more of its subsidiaries has a right to use all Intellectual Property that is material to Alkane's business.

(b) Alkane and its subsidiaries have established commercially reasonable physical, technological and operational measures consistent with industry practice to protect the security and integrity of their information technology systems, their proprietary and/or confidential information, and Personal Information in their custody or control, including without limitation firewalls, antivirus protection, security information and event management system, intrusion detection and prevention system, employee security training, maintenance of reliable and tested backups, patch management protocols and appropriate governance on security.

(c) Alkane and its subsidiaries have established appropriate governance to comply with their obligations under Privacy Laws including without limitation the obligations to: limit collection, use or disclosure of personal information for appropriate purposes; obtain valid consent for collection, use or disclosure of personal information; limit collection, use or disclosure to those purposes disclosed to data subjects at the time of collection; limit

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retention of information to the period of time required to meet the designated purpose; and impose appropriate restrictions on third parties which have access to Personal Information in the custody or control of Alkane or its subsidiaries.

(d) Alkane and its subsidiaries have complied at all times and in all material respects with Privacy Laws and their own governance, and there is no set of facts or circumstances known to Alkane or any of its subsidiaries that (i) has required, requires or could require Alkane or any of its subsidiaries to provide data breach notification under Privacy Laws, (ii) would expose them to claims by data subjects regarding Personal Information or related to Privacy Laws, or (iii) would expose them to investigation, inquiry, directions, orders or penalties under Privacy Laws.

(e) Neither Alkane nor its subsidiaries have experienced any material loss, damage, or unauthorized access, disclosure, use or breach of security of any Personal Information in their possession, custody or control, or otherwise held or processed on their behalf.

40. **Investment Canada Act.** Alkane is not a state-owned enterprise and is a trade agreement investor within the meaning of the Investment Canada Act.

41. **Brokers; Expenses.** Other than as set forth in Section 41 of the Alkane Disclosure Letter, none of Alkane, any of its subsidiaries, or any of their respective officers, directors or employees has employed any broker, finder, investment banker, financial advisor or other person or incurred any liability for any brokerage fees, commissions, finder's fees, financial advisory fees or other similar fees in connection with the transactions contemplated by this Agreement.

42. **Personal Property Register.** As at the date hereof and at the Effective Date, all registrations on the Australian Personal Property Securities Register registered against Alkane or its subsidiaries:

(a) were registered in the ordinary course of business;

(b) relate to a valid existing security interest; and

(c) do not breach any term of that entity's financing arrangements in place with a lender, financial or mortgagee.

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SCHEDULE "E"
MANDALAY LOCKED-UP SHAREHOLDERS

- CE Mining III MND Limited
- GMT Capital Corp.
- Bradford Mills
- Amy Freedman
- Dominic Duffy
- John Jentz
- Julie Galloway
- Robert Doyle
- Frazier Bourchier
- Scott Trebilcock
- Hashim Ahmed
- Ryan Austerberry
- Chris Davis
- Jasmine Virk

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SCHEDULE "F"
ALKANE SUPPORTING SHAREHOLDERS

- Ian Gandel
- Ian Chalmers

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